Call to Order and Pledge to Flag

Invocation – Caleb Vogel – Saint Paul’s Catholic 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. Regular Council – 01/22/2019
   b. Special Council - 01/25/2019

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. None

1-5. Authorize Public Hearings
   a. Annexation and Zoning to IH (Heavy Industrial) at 0 Cherry Lane (Parcel R30839011A0) for construction of a Warehouse facility (Tax 03066 – 24.39 acre portion of the SE ¼ of Section 4 T3N R2W BM) for Richard Evans (ANN-00109-2018).
   b. Amendment of Sections 10-4-10, 10-16-11 referring to a New Title 10, Chapter 34 for projects developed in GB zones, the HC zone and the BC zone, deletion of Section 10-4-11, Section 10-9-11, Section 10-16-12 regarding Design Review procedures and deletion of Section 10-4-12, Section 10-9-12, and Section 10-16-13 regarding appeals for the GB zones, the HC zone and the BC zone; and Establishment of a new Chapter 34 Design Review to include Section 10-34-1: Description and purpose, Section 10-34-2: Approval Required, Section 10-34-3: Applicability, Section 10-34-4: Application Referral, Section 10-34-5: Inclusive Approval, Section 10-34-6: Committee Review Procedure(s), Section 10-34-7: Administrative Review Procedures, Section 10-34-8: Application Content Requirements, Section 10-34-9: Appeals of Application(s)
1-6. Authorize to Proceed with Bidding Process
   a. Authorize the Engineering Division to proceed with the formal bidding process for WWTP
      Trunk line Flow Meter Project (FY19)

1-7. Authorization for Execution of Contracts and Agreements
   a. Authorize Mayor to Sign, (1) Agreement to Waive First Right of Refusal and Terminate Lease
      with Mad River, LLC dated June 18, 2018, and (2) Nampa Municipal Airport Land Lease
      Agreement with Brian Paden, effective February 5, 2019, for Lot 2020 (Reviewed and
      Approved by Legal Counsel)
   b. Authorize Mayor to Sign, (1) Agreement to Waive First Right of Refusal and Terminate Lease
      with Mad River, LLC dated June 18, 2018, and (2) Nampa Municipal Airport Land Lease
      Agreement with Youngwerth Airplanes, LLC, effective February 5, 2019, for Lot 2024
      (Reviewed and Approved by Legal Counsel)

   a. None

1-9. Resolutions
   a. Disposition of Waterworks Property

1-10. Licenses for 2018
   a. 2019-2020 Alcohol Licenses (See Council Packet)

1-11. Approval of Agenda

(2) Proclamations

2-1. Healthy Relationships & Safe Babies

2-2. Cabin Fever Reliever Day

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

- Traveling Table Food Pantry Presentation – Claudia Dina

Page 2 of 6

*Or as Soon After 7:00 PM as Each Matter may be Heard
(3) Staff Communications

3-1. Public Works Staff Report – Tom Points

3-2. Facilities Division Update on Upcoming Projects – Brian Foster

(4) Unfinished Business

4-1. **Action Item:** 1st reading of ordinance to authorize creation of Sidewalk LID 166 *(PH was 1-22-2019)*

4-2. **Action Item:** 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)*

4-3. **Action Item:** 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) 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 NW ¼ 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 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)*

*Or as Soon After 7:00 PM as Each Matter may be Heard*
5-5. 1st reading of ordinance for 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) (PH was 1-22-2019)

5-6. 1st reading of ordinance for amendments to Nampa City Code Title 3 Chapter 7: Developmental Impact Fees (PH was 1-22-2019)

(6) New Business

6-1. **Action Item:** Authorize the acceptance of the bid by Municipal Emergency Services and acquisition of 60 new SCBA Packs for the Nampa Fire Department in connection with the AFG FEMA grant. (Approved by Legal Counsel)

6-2. **Action Item:** Resolution adopting procurement policies and procedures (Reviewed by legal counsel)

6-3. **Action Item:** Award Bid and Authorize Mayor to sign contract with American Mechanical for Water Works Truck Shed Heat Project

6-4. **Action Item:** Discussion on adding “No Smoking” signs to the Nampa Library square

6-5. **Action Item:** Discussion on adopting Boise’s towing regulations in Nampa

6-6. **Action Item:** Authorize the approval of a change order for a secondary pool boiler in the amount of $63,623 for the Nampa Recreation Center

6-7. **Action Item:** Resolution for Wastewater Upgrades $37,000,000 Idaho Department of Environmental Quality State Revolving Fund Loan Offer and Agreement (Reviewed and Approved by Legal Counsel)

6-8. **Action Item:** Authorize the Mayor to sign encroachment agreement with Dennis Harmon at the corner of 10th Avenue North and 4th Street North. (Exhibit C)

6-9. **Action Item:** Award bid and authorize Mayor to sign contract for 2019 Water Meter Equipment with Hydro Specialties Company

6-10. **Action Item:** 1st reading of ordinance for Pressure Irrigation Annexations

6-11. **Action Item:** Authorization to proceed with bid process for LID 166
(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) (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

7-3. **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:** Modification of an Annexation and Zoning 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 pertaining to Parcel #R3041700000 (1652 Idaho Center Blvd.) a 24.53-acre property in a GB2 (Gateway Business 2) zoning district in Government Lot 1 and the NE ¼ of the NW ¼ of Section 7, T3N, R1W, BM - for Kent Brown representing FIG Laguna Farms LLC (DAMO 027-18).

Adjourn

Next Meeting

**Regular Council at 6:00 PM – Tuesday, February 19th, 2019 - City Council Chambers**

♦ 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.

Page 5 of 6

*Or as Soon After 7:00 PM as Each Matter may be Heard
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.
Mayor Kling called the meeting to order at 6:00 p.m.

Clerk made note that Councilmembers Rodriguez, Bruner, Hogaboam, Levi, Haferfield, Skaug were present.

❖ (1) Consent Agenda (Action Items) ❖

MOVED by Bruner and SECONDED by Rodriguez to approve the Consent Agenda as presented; Regular Council Minutes of January 7, 2019; Bicycle and Pedestrian Advisory Committee Minutes of December 13, 2018; Planning & Zoning Commission Minutes of January 8, 2019; 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) 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; 2) 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; 3) 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; Authorize Public Hearings: 1) 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; Authorize to Proceed with Bidding Process: 1) None; Authorization for execution of Contracts and Agreements: 1) None; Monthly Cash Report: 1) December Bank Report; Resolutions: 1) None; License for 2018: 1) None; Miscellaneous Items: 1) 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). Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. Mayor Kling declared the

MOTION CARRIED
Mayor Kling asked if there was any Nampa Residents wishing to speak on any agenda item were (5 persons limit):
  • Gerry Vizenor – 624 7th Avenue North – item #6-4 – deferral agreement for curb, gutter and sidewalks at 624 7th Avenue North

Mayor Kling asked if there was any Nampa Residents wishing to speak on any item that was not on the agenda (5 persons limit):
  • Brad Johnson, POST Division Administrator and Colonel Kedrick Wills, Director of the Idaho State Police presented Police Chief Joseph Huff with Executive Certificate – presented to Chief executives of their agency who have served in that position for at least 3 years, holds and advanced or management certificate with POST or equivalent from another state, while in that position at least 100 hours of additional executive level training, 50 of which have to of been completed in the last 50 years.
  • Susan Broethe – 4418 S Lava Springs Loop – Parking Downtown and towing from lot – the posting is misleading, maybe a kickback on the cost of the towing ($365.00 cash).
  • Debra Aldrich – 128 Meadowbrook Drive – Parking Downtown and towing from lot - the posting is misleading, maybe a kickback on the cost of the towing.

Mayor and Councilmembers asked questions and made comments.

Mayor Kling’s and Council Comments
  • Councilmember Hogaboam introduced Cody Dullen who is in 4-H and talked about KYG (Know Your Government) – program learn about the judicial branches in forms of government and how is works
  • Councilmember Bruner gave a shout out to the NNU Girls Basketball Team - #1 in the Nation in the Division 2 poll
  • Councilmember Haverfield gave a shout out for a local business that has received National Recognition - Iron Timber (owners Scott and Shawn Haverfield) for their work at Masa Taco

Agency/External Communications
  • None

(3) Staff Communications
Item #3-1. – Public Works Director Tom Points and Deputy Public Works Director (Transportation) Jeff Barnes presented a staff report to update the council on current projects as follows:

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

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Regular Council
January 22, 2019

**Snow/Water Event No. 3**

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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

Mayor Kling addressed the closure of Greenhurst Road and citizens going through road closed open to local traffic only, they ignore the signs and it is a safety issue.

Councilmembers asked questions and made comments.

(4) Unfinished Business

Item #4-1. – The following Ordinance was read by title:

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. (Applicant NLH LLC, John burrow, and Home Style Industries)

The Mayor declared this the first reading of the Ordinance.

Mayor Kling presented a request to pass the preceding Ordinance under suspension of rules.

MOVED by Skaug and SECONDED by Rodriguez to pass the preceding Ordinance under suspension of rules. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the ordinance duly passed, numbered it 4412 and directed the Clerk to record it as required.

MOTION CARRIED

Item #4-2. – The following Ordinance was read by title:
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. (Applicant Matt Schultz representing Quatro Properties Nampa, Inc.)

The Mayor declared this the first reading of the Ordinance.

Mayor Kling presented a request to pass the preceding Ordinance under suspension of rules.

MOVED by Bruner and SECONDED by Haverfield to pass the preceding Ordinance under suspension of rules. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the ordinance duly passed, numbered it 4413 and directed the Clerk to record it as required.

MOTION CARRIED

❖ (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 NW ¼ 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 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 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 authorize the Mayor to sign a contract for the Trauma Intervention Program.

Nampa Police Department Officer Jason Kimball presented a staff report explaining that Trauma Intervention Program is a non-profit corporation that is referred to as “TIP”.

We were approached late summer from the representative that is a part-time employee for the Trauma Intervention Program. She talked to us about two years ago. She brought reinforcements Chief of Police from Meridian, Chief of Police from Eagle and Kirk from Boise Police Department to show us the advantages of being part of the program.

A program that is all volunteer program except the person that coordinates everything. They are highly trained people who are volunteers from our own community that would come and assist first responders specifically in our situations (police) and in other jurisdictions (police, fire, corners office and sometime EMS). They would help us with situations dealing with victims who have seen trauma, typically where our own victim witness coordinators don’t respond to this.

An example of that would be a fatality crash where we are dealing with victims inside that vehicle or more likely as not, that happens more frequently would be unattended deaths. Where our victim witness does not respond to that. We would be able to call on them to respond to help us respond to help with victims in coordination with other events that go along with that.
An example of this was, Eagle had a school bus crash that involved about 60 students and TIP showed up in force and was able to choreograph all of the parents responding, helping with resources to include on-going counseling and all that entails.

The only cost that there is to it is ten or eleven cent per resident of Nampa so, approximately $12,000 a year that would be our responsibility. That helps them cover their insurance, any materials that they hand out to victims, keep the lights on and phones for their volunteers.

When they first become a volunteer, they have to 40 hours of pretty intense training and after that they have 40 hours of volunteer time every single month. 36 hours is on-call and 4 hours is training. Once it is set up and going, they have a twenty-minute response time.

What we would us them for is unattended death, we would respond to a scene, officer gets there determines that there is no foul play – what typically happens now is we call the coroner and officers are on scene for an hour or two maybe three hours waiting for all of the arraignments to happen between the funeral home and the corners office and assisting in the process and in situation we would call them once we determined that there was no foul play 20 minutes later and our officers could essentially hand the process off to them and be back out on the street.

The volunteers have to pay for their own background check. They fingerprint and it is a CEGA check so that they can be in the vehicle with the police officer.

This is not a overlapping service with the Family Justice Center.

They are agreeing to waive the first halve of the year because they are coming to us mid-year. This would be asked for in the 2020 year and more than likely put into the police budget.

Mayor and Councilmembers asked questions and made comments.

MOVED by Skaug and SECONDED by Hogaboam to authorize the Mayor to sign an agreement between the City of Nampa and the Trauma Intervention Program Inc. 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 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.

Parks and Recreation Director Darrin Johnson presented a staff report explaining that 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
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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.

Councilmember Levi thanked the parks department for working on the agreement.

MOVED by Haverfield and SECONDED by Bruner 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. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #6-3. - Mayor Kling presented the request to authorize the Mayor to sign a purchase agreement for 129 2nd Avenue North. (document reviewed by legal)

Economic Development Director Beth Ineck presented a staff report explaining that 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.
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MOVED by Bruner and SECONDED by Rodriguez to authorize the Mayor to sign the purchase sale agreement for 129 2nd Avenue North as presented. 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 Public Works Director to sign a deferral agreement for curb, gutter, and sidewalks at 624 7th Ave N.

Tom Points presented a staff report explaining that the 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.

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.

MOVED by Skaug and SECONDED by Hogaboam to authorize the Public Works Director to sign the deferral agreement for curb, gutter and sidewalk located at 624 7th Avenue North for Gerry and May Vizenor. The Mayor asked all in favor say aye with all Councilmembers present voting AYE. The Mayor declared the

MOTION CARRIED

Item #6-5. – The following Ordinance was read by title:

Tom Points presented a staff report explaining that the 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 discomlected 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 name change.

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

The Mayor declared this the first reading of the Ordinance.

Mayor Kling presented a request to pass the preceding Ordinance under suspension of rules.

MOVED by Haverfield and SECONDED by Hogaboam to pass the preceding Ordinance under suspension of rules. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the ordinance duly passed, numbered it 4414 and directed the Clerk to record it as required.

MOTION CARRIED

Item #6-6. - Mayor Kling presented the request to award the bid and authorize the Mayor to sign a contract for the Pump Maintenance Project to Layne of Idaho.

Tom Points presented a staff report explaining that 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.

The project includes pump maintenance, electrical upgrades to alleviate overheating and soft startup of motors.
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The expected life of a pump is six to eight years, with the city crew’s maintenance activities we can extend the useful life to around ten years.

Funding for this project is from FY 19 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 low 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.

MOVED by Bruner and SECONDED by Rodriguez to award the bid and authorize the Mayor to sign the contract for pump maintenance project to Layne of Idaho in the amount of $114,914. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #6-7. - Mayor Kling presented the request to award the bid and authorize the Mayor to sign a contract for the Irrigation Water Quality FY19 Project with Cascade Enterprises.

Tom Points presented a staff report explaining that 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 programing 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 FY19 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:

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<tbody>
<tr>
<td>Design</td>
<td>$34,600</td>
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<tr>
<td>Construction</td>
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<tr>
<td>CE&amp;I</td>
<td>$14,900</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$302,500</td>
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We received 5 bids, Cascade Enterprises had the low bid with cost of $253,000.

Engineering reviewed the bid and recommends awarding the bid to Cascade Enterprises for the Irrigation Water Quality FY19 Project.

Councilmembers asked questions.

**MOVED** by Bruner and **SECONDED** by Rodriguez to **award** the **bid** and **authorize** the **Mayor** to **sign** the **contract** for the **irrigation water quality FY19 project** with **Cascade Enterprises** in the amount of **$253,000**. 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** to 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.

City Engineer Daniel Badger presented the following staff report explaining that the 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:

- 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

No one appeared in favor of the request.

Those appearing in opposition to the request were: Brandy Wilson, 211 South Canyon Street; Brooke Fischer, 307 South State Street. Mayor Kling read a letter from Corvera Esperanza so it was on the record. Barbara Russell, 323 West Sherman.

Mayor and Councilmembers asked questions and made comments.

City Attorney Mark Hilty answered questions.

MOVED by Skaug and SECONDED by Haverfield 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 Skaug and SECONDED by Hogaboam to approve the creation of 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.

Beth Ineck talked about the possibility of using CDBG funds for the LID.
The Mayor asked for a roll call vote with Councilmembers Bruner, Haverfield, Hogaboam, Skaug voting **YES**. Councilmembers Rodriguez and Levi voting **NO**. The Mayor declared the **MOTION CARRIED**.

**Item #8-2.** - Mayor Kling opened a public hearing for 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**.

Bob Taunton, 2724 South Pomtier Way, Boise presented the request.

Planning and Zoning Director Norm Holm presented the following staff report explaining that the request is for annexation and zoning to RD (Two Family Residential) at West Orchard Avenue for Pontifex Capital, LLC for Mattingly Creek Subdivision (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 develop 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.

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

Mayor and Councilmembers asked questions and made comments.

**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**
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MOVED by Rodriguez and SECONDED by Skaug to approve the 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** with staff conditions and authorize the city attorney to draw 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 a **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**.

Craig Lunsford, Apex Sign Company, P. O. Box 2002 Eagle, ID presented the request.

Norm Holm presented the following staff report explaining that the request is for a 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 North Can-Ada Road for Craig Lunsford – Apex Sign Company for Toll Southwest LLC.

**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:**
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.
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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.
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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.

Those appearing in favor of the requests were: Bill Stanton 1934 N Synergy Place; Chad from Boise.

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

**MOVED** by Bruner and **SECONDED** by Hogaboam 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 Skaug and **SECONDED** by Levi to **grant** the **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
Regular Council
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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 and authorize staff to work on the code changes as soon as possible. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the MOTION CARRIED

Item #8-4. - Mayor Kling opened a public hearing for amendments to Nampa City Code Title 3 Chapter 7: Developmental Impact Fees.

Anne Westcott with Galena Consulting presented the following staff report explaining that 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.

Tom Points and Jeff Barnes answered questions from council.

Those appearing in favor of the request were: Hubert Osborne, 4199 E Switzer Way; Larry Olmstead, 838 W Dallan Woods, Ed Parnell, 505 Cool Creek; David Peterson, 718 Whisperwood Court; Sharon Harris, 1612 S Miller Way; Marcia Yiapan, 1403 4th Street South; LaRita Schandorff, 1108 S Stanford; Glenn Moldenhauer, 1604 S Middle Creek; James Bulner, 116 Nectarine; Nathan Cleaver, 965 W Mollywood Dr; Ron Harriman, 329 Creek Side Place; Chip Kenzler, 3260 Ginger Lane (neutral); David Ferdinand, 2419 W Herron Loop.
Regular Council  
January 22, 2019  

No one appeared in opposition to the request.  

Councilmembers asked questions.  

**MOVED** by Bruner and **SECONDED** by Hogaboam 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 Rodrigues to **authorize staff to move forward with the proposed capital improvement plan and impact fees ordinance.** The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the **MOTION CARRIED**.

✶ (6) New Business ✶

**Item #6-8.** – The following Resolution was presented:

Tom Points presented a staff report explaining that 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)

- Garrity Boulevard & Flamingo Avenue
- Ganity Boulevard & Stamm Lane
- 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:
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.

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.

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 8-2019 and directed the clerk to record it as required.

Item #6-9. - Mayor Kling presented the request to authorize the 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.

Tom Points presented a staff report explaining that 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 o 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.

MOVED by Haverfield and SECONDED by Bruner to authorize the Mayor to sign the 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. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #6-10. - Mayor Kling presented the request to authorize the Public Works Director to sign Statement of Agreement for the Idaho Unified Certification Program with Idaho Transportation Department (Reviewed and Approved by Legal Counsel).

Tom Points presented a staff report explaining that 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.
MOVED by Hogaboam and SECONDED by Skaug to authorize the Public Works Director to sign statement of Agreement for the Idaho Unified Certification Program with the Idaho Transportation Department. The Mayor asked all in favor say aye with all Councilmembers present voting AYE. The Mayor declared the
MOTION CARRIED

Item #6-11. – The following Resolution was presented:

Tom Points presented a staff report explaining that 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).
Regular Council
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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.

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.

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 9-2019 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) (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.

**Item #7-2**- Mayor Kling presented a request 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.

**MOVED** by Rodriguez and **SECONDED** by Haverfield to adjourn into executive session at 9:44 p.m. 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 and 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. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the

**MOTION CARRIED**

**MOVED** by Hogaboam and **SECONDED** by Skaug to conclude the executive session at 10:10 p.m. during which discussion was held regarding 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 and 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. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

**MOTION CARRIED**

**MOVED** by Hogaboam and **SECONDED** by Skaug to adjourn the meeting at 10:11 p.m. The Mayor declared the

**MOTION CARRIED**

Passed this 4th day of February 2019.

____________________________________
MAYOR

____________________________________
ATTEST:
Mayor Kling called the meeting to order at 7:40 AM

Motion to approve the agenda, All in Favor

MOVED by Rodriguez and SECONDED by Hogaboam to approve the agenda. The Mayor asked all in favor say aye with all Councilmembers present voting AYE. The Mayor declared the MOTION CARRIED

Mayor opened the meeting and introduced Shannon & Adrian who were leading the meeting.
Shannon is working on an update to the mission, vision and goals.

Process Overview
Council had comments and questions regarding the comprehensive plan update process and what the goals are for the updates to mission statement and vision.

Council indicated that they would like to keep the mission and vision statement the same as chosen in 2015.

Mission Statement
The City of Nampa staff and leadership shall serve citizens by being open and transparent. Nampa shall seek to facilitate economic opportunity by encouraging free-market principles, supporting the community by providing incentive for economic development and investing in our infrastructure and operating efficiencies.

Vision Statement
Nampa is a caring community where people live, work, play, worship and raise their families. It is a place of economic opportunity, with an independent spirit and unique identity.

Council had discussion on their best/fondest memories of Nampa
- Culture
- Family (Kids, Spouse)
- Connections
- Relationships & Friends
- Events
- Growing Faith
- Sense of Values of Community

Council was updated on the timeline to the comprehensive plan and discussed if current goals and vision statement were being achieved and if they need to be refined or restated.

Shannon asked councilmembers what qualities a “best city” has:
SPECIAL COUNCIL MEETING
Mission/Vision Planning Session
January 25, 2019

- Religious Engagement
- Sense of Community
- Fundamental Conservative values
- Recreation Opportunities
- Value in Real Estate
- Non-Profits
- Law & Order (Safe Community)
- Diversity
- Medical Care/Health Care
- Mix of Businesses
- Ag Technology
- Ag Land
- Green Space
- Connectivity
- Pride in Limited role of Government

Councilmembers talked about how to preserve ag land while also retaining private property rights/values and how to incentivize infill and discourage sprawl.

Council discussed if we aim to continue being a full a service city and is that a goal that we want to retain.

9:06 AM – Break
9:19 AM – Resume

Determining our Core Values
Shannon introduced a discussion on our core values, the ideals that you refuse to compromise on as you pursue your vison.

Discussion of what the City of Nampa’s Core Values are:
  - Openness/Transparency
  - Stewardship/Customer Service
  - Operating Efficiency
  - Servant Leadership
  - Free Market
  - Collaboration

Council continued discussion on customer service and its effect on the perception of value that city provides.

The Vision for Nampa
Updates were talked about to the current vision statement, its length and if it should be updated or shortened.

10:25 AM – Break
10:30 AM – Resume

Where are we now?
SPECIAL COUNCIL MEETING
Mission/Vision Planning Session
January 25, 2019

Our most important Goals

Councilmembers discussed long term priorities

- Encourage free market development/Economic Opportunity
- Proactive Public Safety and working with the community to be involved
- Infrastructure investment (Street & Utilities)

What is next: Update to City Council, Special Council Workshop Feb 19th 5:00 PM

MOVED by Skaug and SECONDED by Hogaboam to adjourn the meeting at 11:25 a.m. The Mayor declared the

MOTION CARRIED

Passed this 4th day of February 2019.

____________________________________
MAYOR

ATTEST:

____________________________________
CITY CLERK
CONSENT TO BID
TRUNK LINE FLOW METER PROJECT
(As approved in FY19 budget)

- The project will install seven (7) trunk line flow meters identified in the 2014 Sewer Master Plan (Exhibit A).

- The flow meters will measure the trunk system volume at key locations where the hydraulic evaluations indicated high risk of reaching capacity prior to 2040.

- The implementation of these meters will enable the City to obtain continuous information to improve the wet weather model calibration and subsequent capacity evaluations. The meters will also help to determine infiltration and inflow across the system.

- Flow meters will help determine leaks in pipelines where groundwater infiltrating into the system. Future projects to seal or replace pipes will be programmed to reduce the amount of wastewater needed to be treated at the WWTP.

- The flow meters will be purchased and installed by City staff.

- Funding for this project is from FY19 Waste Water Division in the amount of $100,000.00.

- Engineering Division has determined an estimate of $89,000.00 and recommends proceeding with the bid process.

REQUEST: Authorize the Engineering Division to proceed with the formal bidding process for WWTP Trunk Line Flow Meter Project (FY19).
APPROVE NEW LEASE AT NAMPA MUNICIPAL AIRPORT FOR LOT 2020
(Reviewed and Approved by Legal Counsel)

- On June 18, 2018, Mad River, LLC (Tim and Julie Shelhorn) signed a 20-year land lease for Lot 2020 (see vicinity map, Exhibit A)

- On January 9, 2019, Airport staff received a letter from Mad River, LLC (Lessee) offering Nampa Municipal Airport first right of refusal

- The Lessee also made known they had received an offer to purchase the land lease, with improvements, from Brian Paden

- On January 2, 2019, Brian Paden submitted a lease application

- On January 14, 2019, Lessee signed and returned the termination agreement
  - The termination agreement is contingent upon the sale of the land lease with improvements

- On January 24, 2019, Brian Paden signed and returned the land lease agreement

- On January 14, 2019, the Nampa Airport Commission moved to recommend that City Council authorize the Mayor to sign the Agreement to Waive First Right of Refusal and Terminate Lease with Mad River, LLC (see Attachment A) dated June 18, 2018, and sign new Nampa Municipal Airport Land Lease Agreement (see Attachment B) with Brian Paden effective February 5, 2019, for Lot 2020

REQUEST: Authorize Mayor to sign, (1) Agreement to Waive First Right of Refusal and Terminate Lease with Mad River, LLC dated June 18, 2018, and (2) Nampa Municipal Airport Land Lease Agreement with Brian Paden, effective February 5, 2019, for Lot 2020.
AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL AND TERMINATE LEASE – LOT # 2020

THIS AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL AND TERMINATE LEASE (the “Agreement”) is made and entered into this 4th day of February 2019, between the CITY OF NAMPA, IDAHO, an Idaho municipal corporation, of 411 3rd Street, Nampa, Idaho 83651 (“Lessor”), Mad River, LLC, of 2930 Garrity Blvd, Nampa, Idaho 83687 (“Lessee”).

WHEREAS, on or about June 19, 2018, Lessor and Lessee entered into a Standard Land Lease (“Lease”) for a 60’w x 70’d hangar improvement (the “improvement”) located on Lot #2020 at the Nampa Municipal Airport, more particularly described as follows:

See Exhibit “A,” attached hereto and, by this reference, incorporated herein as if set forth in full, together with rights of ingress and egress as approved by the Airport Director.

Said Lease was acknowledged by way of that certain Memorandum of Lease signed on June 18, 2018, and recorded in the office of the Canyon County Recorder on July 10, 2018, as Instrument No. 2018-029848; and

WHEREAS, the Lease contained a right of first refusal in favor of the Lessor;

WHEREAS, on January 9, 2019, Lessor received from Lessee a notice, pursuant to Lessor’s right of first refusal, in which Lessee offered to sell the improvement to Lessor for the sum of $315,000.00; and

WHEREAS, Lessor wishes to waive its right of first refusal, and both parties desire to terminate the Lease.

NOW, THEREFORE, Lessor and Lessee hereby covenant and agree as follows:

1. Lessor waives the first right of refusal to purchase the improvement granted to it under the Lease, and declines the offer to purchase said improvement pursuant to the Notice which it received from Lessee on January 9, 2019.

2. Lessor and Lessee agree to terminate the Lease effective February 5, 2019; this termination is specifically contingent upon closing of the sale of the improvement by Lessee to a third party, and that third parties execution of a new Standard Land Lease with Lessor.
3. Lessor and Lessee further agree that this document may be recorded to evidence termination of the Lease represented by the Memorandum of Lease described above.

“LESSOR”

CITY OF NAMPA

By: ____________________________
    Debbie Kling, Mayor

Attest: _________________________
        Deborah Rosin, City Clerk

By: ____________________________
    Montgomery Hasl, Airport Superintendent

“LESSEE”

Mad River, LLC

By: ____________________________
    Julie Schelhorn for
    Mad River, LLC
On this ___ day of _________________ in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Julie Schelhorn, both individually and as an authorized signatory of Mad River, LLC, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same both individually and on behalf of Mad River, LLC and was so authorized to do so.

(Seal) By: __________________________________
Notary Public for Idaho
My Commission Expires: ________________

On this _____ day of ____________________, in the year of 2019, before me, the undersigned, personally appeared Debbie Kling, Deborah Rosin, and Montgomery Hasl, Mayor, City Clerk, and Airport Superintendent, respectively, of the City of Nampa, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

(Seal) By: ________________________________
Notary Public for Idaho
My Commission Expires: ________________
LEGAL DESCRIPTION

FOR

NAMPA MUNICIPAL AIRPORT
LOT 2020

A parcel of land being a portion of the SW ¼ of the NE ¼ of Section 24, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho and more particularly described as follows;

Beginning at an Aluminum Cap marking the East ¼ corner of Said Section 24, thence North 89°27'56" West for a distance of 2642.07 feet to an Iron Pin marking the Center ¼ corner of Said Section 24;

Thence North 31°38'01" East for a distance of 1184.81 feet to a point being the Southwest Corner of Lot 2024;

Thence North 00°00'00" West for a distance of 100.00 feet to the Southwest corner of Said Lot 2020; Said point being the TRUE POINT OF BEGINNING;

Thence continuing North 00°00'00" West for a distance of 70.00 feet to the Northwest corner of Said Lot 2020;

Thence South 90°00'00" East for a distance of 60.00 feet to the Northeast corner of Said Lot 2020;

Thence South 00°00'00" East for a distance of 70.00 feet to the Southeast corner of Said Lot 2020;

Thence North 90°00'00" West for a distance of 60.00 feet to the TRUE POINT OF BEGINNING.

Prepared by

Allen R Johnson, R.L.S.
Registered Land Surveyor
NAMPA MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

STORAGE HANGAR LOT #2020
IMPROVEMENTS PURCHASED FROM MAD RIVER, LLC

LESSEE:
BRIAN PADEN
6501 E ROBINSON CIRCLE
WASILLA, AK  99654

LESSOR:
CITY OF NAMPA
c/o AIRPORT SUPERINTENDENT
116 MUNICIPAL DRIVE
NAMPA, ID  83687

EFFECTIVE TERM:
February 5, 2019 – February 28, 2039
This lease agreement (the “Agreement”) is entered into this 4th day of February 2019 by and between the City of Nampa, a Municipal Corporation of the State of Idaho (“Lessor”), and Brian Paden (“Lessee”). The Superintendent of Public Works for the City of Nampa will designate the authorized agent to administer the provisions of this Agreement.

Whereas, Lessor now owns, controls, and operates the Nampa Municipal Airport (the “Airport”), in the City of Nampa, County of Canyon, State of Idaho; and

Whereas, Lessor has authority to enter into tenant agreements for the purpose of leasing property to accommodate public use of the Airport; and

Whereas, Lessee desires to lease a parcel of Airport property;

Therefore, in consideration of the rental payments, promises, and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Term of Agreement.

The term of this lease shall commence on February 5, 2019 (the “Effective Date”), and continue for a period of twenty (20) years from the effective date of this lease, terminating on February 28, 2039.

2. Renewal Option.

The Lessee shall have the right to renew this lease for one ten (10) year extension subject to and contingent upon the Lessee giving written notice to the Lessor not sooner than one (1) year and not less than one hundred and twenty (120) days prior to the termination date of this Agreement. Additional renewals may occur upon mutual agreement of the Parties. Lessor reserves the right to re-negotiate terms and conditions of this Agreement upon any renewal according to current market conditions.


During the total period of this Agreement, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises identified and shown on Exhibit A, attached hereto and incorporated herein by reference as set forth in full, together with the right of ingress and egress for Lessee’s designated personnel, and for both vehicles and aircraft.

4. Premises Use.

The development and/or use of any Premises located within the current or future boundaries of the Nampa Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Regulations. In addition, Lessee may use and occupy the leased Premises for the purpose(s) of (list all): AIRCRAFT STORAGE.

It is agreed that the only activity which Lessee may conduct on the leased premises, directly or indirectly, alone or through others, is that which is authorized under the terms of the agreement. Lessee understands and agrees that the right of ingress and egress to runways, taxiways, and aprons, now and hereinafter designed or constructed by Lessor shall be subject to all Airport Rules and Regulations,
Minimum Standards, laws, regulations, grant obligations, policies and ordinances now or hereinafter adopted, and that the use of said runways, taxiways and aprons shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others. Lessor shall provide Lessee with a copy of the most current version of the above cited Airport Rules and Regulations and Minimum Standards at the time of execution of this agreement. Lessor shall provide notice to Lessee prior to any amendments to said documents, the most current versions of which may be obtained from the Airport Superintendent.

Furthermore, it is understood by both parties that nonaeronautical uses and storage are not permitted at the Nampa Municipal Airport, and that if Lessee is found to be conducting a nonaeronautical use upon the leased premises, said activity shall be grounds for breach and default under this agreement. For all purposes, the term “Nonaeronautical Use” shall be construed consistently with how the term is used and defined on an ongoing basis by the FAA. To assist the parties in understanding how that term has been defined at or near the time of execution of this document, as of September 30, 2009, under Order 5190.6B, the Director of the Airport Compliance and Field Operations Division (ACO-I) has defined “Aeronautical Use” as “all activities that involve or are directly related to the operation of aircraft, including activities that make the operation of aircraft possible and safe. Services located on the airport that are directly and substantially related to the movement of passengers, baggage, mail, and cargo are considered aeronautical uses.” Order 5190.6B at § 18.3(a). Order 5190.6B then provides that “All other uses of the airport are considered nonaeronautical.” Order 5190.6B at § 18.3(c).

5. Construction and Improvements; Subsequent Modifications, Alterations and Add-ons.

During the total period of this Agreement, it is agreed and understood that the Lessee intends to construct, at Lessee’s sole expense, structures and ground improvements upon said leased Premises, which said construction shall be subject to the following conditions:

a. Construction shall be completed on each and every lot or lots leased by Lessee no later than six (6) months from the Effective Date of this agreement. Construction shall be deemed complete when the hangar or structure is eligible for or in receipt of a certificate of occupancy. If Lessee does not complete construction, except for reasons which the Lessor agrees to be beyond Lessee’s control, this lease will terminate on the six (6) month anniversary of the Effective Date. If, however, prior to the six (6) month anniversary of the Effective Date, Lessee requests in writing an extension of time in which to complete construction already commenced and substantially underway, Lessor may grant an extension of time, not to exceed one hundred twenty (120) days, in which to complete said construction. If construction is commenced but not completed during the initial six (6) month period or an extension thereof, any structure or improvements remaining on the leased premises shall be dealt with in accordance with Section 9 below.

b. The construction of all facilities, together with landscaping, fencing and parking, shall be in accordance with plans to be reviewed and approved in writing by the Lessor before construction begins. All plans, specifications and construction activities shall comply with and be subject to all applicable laws and ordinances of the City of Nampa, the State of Idaho, and of the United States, the Airport Master Plan in effect, and shall be approved by the Nampa Airport Commission and the Nampa City Council. Further, any proposed construction may also be
subject to FAA approval through the 7460 (Notice of Proposed Construction or Alteration) process.

c. Any additions or alterations to any structure located on the leased premises shall be reviewed and approved in writing by the Airport Superintendent before commencement of construction, and may require, among other things, the obtaining of a building permit from the City of Nampa and/or FAA approval through the 7460 (Notice of Proposed Construction or Alteration) process.

6. Rental Payments.

During the total period of this Agreement, Lessee covenants and agrees to pay annual rent for the Premises on the 1st day of January of each year unless otherwise agreed upon in writing by Lessor. The initial annual rental fee for the Premises shall be 26.9 cents per square foot of the entire Premises area. If the initial calendar year of the lease is less than twelve months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. Rental payments not paid within 30 days of the agreed date(s) shall be considered delinquent and in default of this Agreement.


The rent will be automatically increased annually, effective January 1, according to the percentage increase of the Consumer Price Index – US City Average, All Items (CPI-U, Bureau of Labor Statistics) for the twelve calendar months prior to and including the most recent month for which such Index is available. The automatic annual increase shall be calculated as follows:

\[
\text{Current Year’s Rent} = \text{Last Year’s Rent} \times \left(\frac{\text{Current CPI-U}}{\text{Last Year’s CPI-U}}\right).
\]

Additional periodic adjustments to the rental rate may be made in years ending with 5 or 0 (for instance, 2015 and 2020) as deemed necessary by Lessor to reflect cost of service increases, comparative rates, or other factors supporting an increase beyond the automatic annual CPI-U adjustment. Such periodic adjustments shall not be less than the automatic annual increase. Rental rates and adjustments are set by the City Council of the City of Nampa.

8. Rights and Obligations of Lessee.

a) The right of ingress and egress to such runways, taxiways, and aprons, now or hereinafter designated by Lessor is subject to all city, state, and federal rules and regulations pertaining to the use of runways, taxiways, and aprons.

b) The right of Lessee to the use of all runways, taxiways, and aprons or access roads shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others.

c) All use and operation on the Premises shall be in strict accordance to all applicable city rules and regulations, including but not limited to the Nampa Municipal Airport Rules and Regulations and current Master Plan. All Rules and Regulations now in existence, or as herein amended, or hereinafter promulgated and adopted, are incorporated herein and made a part hereof by reference.

d) Lessee shall keep and maintain, and repair in reasonable conditions, all property, ground, runways, taxiways, and any and all property belonging to Lessor which may be injured by
Lessee in maintaining or operating on said Premises.

e) Outside storage on the leased area, which in the opinion of the Airport Superintendent creates unsightly or dangerous conditions, shall not be allowed.

f) Lessee shall not permit any person to use any part of the Premises for residential use.

g) Lessee shall, within thirty (30) days of receiving an invoice from Lessor, reimburse Lessor for any costs or expenses incurred in obtaining a survey or legal description of the Premises in order to comply with the requirements of FAA Form 7460-1.

9. Termination of Agreement & Option to Purchase Improvements.

(a) Upon expiration or termination, for any reason, of this Airport Tenant Agreement, or any extension thereof, Lessee shall remove its personal property, including structures or buildings, and restore the premises to a condition acceptable to Lessor. If the parties have not entered into a renewed lease or a new lease agreement, and Lessee has not removed its personal property, including structures, buildings, or portions thereof, or sold said property to another party who has executed a new lease agreement with the Lessor, within 120 days after termination or expiration of this lease Agreement, Lessor shall have the right, but not the obligation, to purchase some or all of the personal property remaining on the leased premises, including structures or buildings, for the sum of One and No/100 dollar ($1.00).

(b) Lessee, when tendered the above sum, will have no further right or interest in the above described personal property and agrees to execute any and all necessary sale documents, including but not limited to a Bill of Sale, and Lessor shall be entitled to possession and ownership of the personal property. Prior to the exercise of Lessor’s option herein provided for, Lessee shall have the right to sell and remove some or all of its personal property, including structures or buildings to a third party or parties, subject to any valid lien Lessor may have on said property or structures for unpaid rent or other amounts payable by Lessee to Lessor, and subject to Lessee’s obligation to restore the premises to a condition acceptable to Lessor. However, no purchaser of any of Lessee’s property shall have any right to continued occupancy of the leased premises without execution of a written agreement between said purchaser and Lessor.

10. First Right of Refusal.

Upon expiration or termination of this Agreement or any renewal of this Agreement, or in the event Lessee determines to sell or otherwise transfer ownership of structures and/or improvements specified in this agreement, the Lessor shall have a first right of refusal to purchase or accept transfer of such structures or improvements. Lessor may transfer this first right of refusal to a new lessee of the Premises. Lessee shall give notice to Lessor advising of any such proposed sale or transfer and its price and terms. Lessor shall have ninety (90) days from receipt of such notice to exercise its first right of refusal and complete a purchase or receive a transfer upon identical terms.

11. Termination; Default.

(a) In any of the following events which shall constitute “events of default,” Lessor shall have the right at Lessor’s election, immediately to terminate this agreement, or to terminate Lessee’s tenancy hereunder:
1. Lessee shall fail to pay rent in the amounts and at the times and in the manner provided herein, and that failure shall continue for sixty (60) or more days after written notice of it shall have been given to Lessee.

2. Lessee shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudged a bankrupt, and that adjudication be not stayed or vacated within sixty (60) days later, or the interest of Lessee under this agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Lessee; or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this agreement, and such appointment has not been vacated within sixty (60) days later.

3. Lessee shall vacate or abandon the premises, or any portion thereof, or shall permit them to remain vacant or unoccupied without first obtaining consent of Lessor.

4. Lessee shall fail to observe any other provision of this agreement after sixty (60) days written notice given by Lessor of such failure.

In the event of notification of default by Lessor to Lessee, Lessee shall pay, in addition to all arrearages as may exist under the notice of default, the reasonable attorney fees incurred by Lessor in determination of the default and notification to the defaulting Lessee.

(b) Upon the occurrence of any of the events of uncured, material default specified herein, Lessee's right to possession of the leased premises shall, at the Lessor's option, terminate and Lessee shall surrender possession immediately. In that event Lessee grants to Lessor full license to enter into the premises, or any part of them, to take possession with or without process of law, and to remove Lessee or any other person who may be occupying the premises, or any part of them, and Lessor may use that force in removing Lessee and that other person as may reasonably be necessary. And Lessor may repossess itself of the premises as of its former estate, but that entry of the premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due, nor waiver of any agreement or promise in this lease that is to be performed by Lessee. Lessee shall make no claim of any kind against Lessor, its agents and representatives by reason of that termination or any act incident to it.

At its option, Lessor may terminate this agreement for any uncorrected default. Lessor may sue for all damages and rent accrued or accruing under this agreement or arising out of any breach of it.

If it so elects, Lessor may pursue any other remedies provided by law for the breach of this agreement or any of its terms or conditions. No right or remedy conferred here on or reserved to Lessor or Lessee is intended to be exclusive of any other right or remedy, and each right and remedy shall be in addition to any other right or remedy given, or now or later existing at law or at equity or by statute.

The acceptance of rent by Lessor, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach of this agreement by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of Lessor's right to act or of any other right
here given Lessor, or as an election not to proceed under the provisions of this agreement.

The obligation of Lessee to pay the rent reserved here during the balance of the term of this agreement shall not be deemed to be waived, released or terminated by the service of any sixty (60) day notice, other notice to collect, demand for possession, or notice that the tenancy here created will be terminated on the date there named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in action, or any other act or acts resulting in the termination of Lessee's right to possession of the leased premises. Lessor may collect any rent due from Lessee, and payment or receipt of that rent shall not waive or affect any notice, demand or suit, or in any manner waive, affect, change, modify or alter any rights or remedies Lessor may have by virtue of this lease agreement.

Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining lawful possession of the leased premises from Lessee, including reasonable attorney fees and costs, and to pay such other expenses as the Lessor may incur in putting the premises in good order and condition as herein provided, and also to pay all other necessary expenses or commissions paid by Lessor in re-leasing the premises.

12. Assignments, Transfers and Subleases.

This Agreement, in whole or any part thereof, may not be assigned or transferred by Lessee, by process of law, or in any other manner whatsoever, without prior written consent of Lessor. Lessee may not sublease all or any portion of its interest in this Agreement unless written notice of said sublease is given to Lessor, said notice providing the name and contact information for any such subtenant. No permitted assignment, transfer or sublease shall releases the Lessee of its obligations or alters the primary liability of the Lessee to pay the rent and to perform all other obligations of the Lessee as specified in this Agreement, unless otherwise agreed to in writing between the parties. Any permitted assignment or transfer, and all subleases, must comply with all terms and conditions of this Agreement.

- Lessor may, at its option, terminate this Agreement upon any assignment or transfer of any interest herein without the Lessor’s prior written consent, or for any sublease for which proper notice has not been given to Lessor. “Transfer” also includes any change in the ownership of Lessee and/or the voting stock of Lessee.
- Lessor may, at its option, terminate this agreement upon any change of the premises’ use (see paragraph 4) without the Lessor’s prior written consent.
- Lessor may, at its option, terminate this Agreement in the event Brian Paden shall cease to remain responsible for the day-to-day operation of the rights and obligations of Lessee as set forth in this agreement.


The Lessor reserves the right to enter upon that portion of the leased area outside of the structures which is not covered with asphalt or concrete and perform whatever construction or maintenance is necessary to provide a concrete or asphalt surface at no cost to the Lessee. The Lessor also retains the entire leased area outside the structures as a general utility easement and any surface disturbed by the Lessor in constructing a utility shall be restored to its original condition by the Lessor. Lessee acknowledges that such work, and other related airport activities, will benefit Lessee, though it may cause temporary inconvenience to Lessee. Rent shall be abated as a result of such inconvenience, for the duration of said
inconvenience, ONLY if Lessee is unable to access Lessee’s hangar for a period longer than thirty (30) days.


The installation and maintenance of any future improvements to the Premises by Lessee shall first be agreed upon in an amendment or modification to this Agreement.

15. Hazardous Substances.

Lessee shall not engage, and shall not permit others to engage in an operation on the premises that involves the generation, manufacture, refining, transportation, treatment, storage, handling, or disposal of any “hazardous substances” without the prior written consent of Lessor, which may be withheld or granted at Lessor’s sole discretion. As used herein, the term “hazardous substance” means any hazardous or toxic substance, material, or waste which is, or becomes regulated by any federal, state, county, or local governmental agency. Lessee agrees to indemnify and hold harmless Lessor against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Agreement.

16. COMPLIANCE WITH LAWS AND REGULATIONS.

Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules, and regulations promulgated and/or enforced by Lessor or by other proper authority having jurisdiction over the conduct of operations at the airport, and to do all things necessary to stay or become in compliance with the same. Lessee further specifically agrees to comply with all requirements of the FAA, including but not limited to, those requirements originating out of the City of Nampa’s relationship with the FAA, or which find their origin in relation to grants or other contractual arrangements between the City of Nampa and the FAA. Lessor reserves the right to amend this lease in conformance with the provisions of Section Twenty-Nine (29) hereinbelow to conform with any changes in Municipal, State or Federal laws, rules, regulations and ordinances. If at any time it is discovered that the provisions of this lease violate or are in any way inconsistent with current or later enacted Municipal, State or Federal laws, rules, regulations, ordinances, FAA policies, orders, advisory circular documents, grant obligations/assurances, or with any obligation the City of Nampa may have with respect to the FAA, Lessor shall have the right to amend this lease in conformance with the provisions of Section Twenty-Nine (29) hereinbelow as necessary to make this lease agreement consistent therewith. Lessee further agrees to execute any addendums or other requirements as may be imposed by the FAA as a condition of operating the Airport and/or receiving grant funding for Airport projects.

17. Utilities.

Lessee shall be responsible for all utilities to the Premises. Lessee shall pay for the hookup fees and all monthly fees for such utilities. Lessee is responsible for garbage collection used in or about said premises at Lessee’s own cost and expense. Lessee shall pay for any initial hookup fees and shall pay any assessment fees levied for such irrigation water.
18. Taxes and Assessments.

During the total period of this Agreement, Lessor shall pay all taxes and assessments of any kind levied against the land identified as the Premises during the term of this Lease and any extension thereof; and Lessee shall pay any personal property taxes and assessments of any kind levied against Lessee's personal property, promptly, as the same become due.

19. Fire Hazards.

The Lessee shall not do anything in the Premises 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. Unless otherwise noted in Section 31, below, NO FUEL MAY BE STORED ON THE PREMISES.

20. Labor Contracts and Employees.

The parties hereto expressly covenant and agree that all labor contracts and employment agreements with employees shall be made directly with Lessee and that all such employees shall be deemed solely the employees of Lessee and in no way employees of Lessor. Lessee covenants and agrees to indemnify and hold harmless Lessor of and from any liability for any acts of employees of Lessee or any acts of persons working for Lessee under a labor contract.

21. Right of Inspection; Emergency.

Lessor reserves the right to enter upon the leased premises upon forty-eight (48) hours prior written notice to Lessee for the purpose of making any inspection necessary to the proper enforcement of the covenants and conditions of this agreement. Such notice shall not be necessary in the case of an emergency affecting life or property, or if Lessor suspects that Lessee has abandoned the premises.


Lessee shall not commit any waste or damage to the Premises hereby leased nor permit any waste or damage to be done thereto.

23. 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 Premises or any part thereof, or from the street or subsurface, nor shall the Lessor be liable for any defect in the building and structures on said demised Premises, latent or otherwise. Lessee shall indemnify and hold the Lessor, the employee(s) of the Lessor, and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage, or expense resulting from Lessee occupation and use of the Premises and the structures thereon, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons, or by reason of damage to any property caused by the condition of the Premises, the condition of any improvements or personal property in or on the Premises, or the acts or omissions of Lessor or any person in or on the Premises with the express or implied
consent of the Lessee. This paragraph 23 does not cover intentional acts by Lessor or its employees.

24. Liability Insurance.

If Lessee will be acting as a Fixed Base Operator, then Lessee shall maintain a comprehensive liability insurance policy in the minimum amount of $1,000,000 each occurrence $2,000,000 aggregate covering the above described premises during the term of this Lease with an insurance company licensed by the Idaho Department of Insurance,” all at the sole cost and expense of Lessee, in accordance with the Airport Rules and Regulations, Airport Minimum Standards or any modifications or amendments thereto. Lessee shall provide Lessor with a binder for said insurance showing proof of insurance. Lessee understands and agrees that if the Airport Minimum Standards or Rules and Regulations, or any subsequent modifications or amendments thereto, require Lessee (due to Lessee’s particular category of Fixed Base Operator) to procure insurance in an amount exceeding the limits noted above, Lessee shall procure and maintain insurance in said greater amounts.

If Lessee will solely be occupying the leased premises for private, non-commercial aircraft storage, then Lessee shall maintain a comprehensive liability insurance policy in the minimum amount of $500,000 each occurrence $1,000,000 aggregate covering the above described premises during the term of this Lease with an insurance company licensed by the Idaho Department of Insurance,” all at the sole cost and expense of Lessee, in accordance with the Airport Rules and Regulations, Airport Minimum Standards or any modifications or amendments thereto. Lessee shall provide Lessor with a binder for said insurance showing proof of insurance.

25. 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.


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 address listed immediately below, or to 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.

<table>
<thead>
<tr>
<th>Lessor</th>
<th>Lessee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nampa Municipal Airport</td>
<td>Brian Paden</td>
</tr>
<tr>
<td>c/o Airport Superintendent</td>
<td>6501 E Robinson Circle</td>
</tr>
<tr>
<td>116 Municipal Drive</td>
<td>Wasilla, AK 99654</td>
</tr>
<tr>
<td>Nampa, ID 83687</td>
<td></td>
</tr>
</tbody>
</table>

NAMPA MUNICIPAL AIRPORT LAND LEASE AGREEMENT – PAGE 10
27. Maintenance.

Lessee shall have sole responsibility for maintenance of the leased Premises, adjacent apron, and any associated improvements and/or structures during the total period of this Agreement. Maintenance shall specifically include landscaping and required maintenance (i.e. crack sealing and resurfacing) of the asphalt/concrete area as needed, but at least once every five (5) years. Lessee shall maintain all surfaces not covered by asphalt or concrete in a weed free condition and restrict parking from said area unless the area has been excavated to the proper subgrade and backfilled with an amount of gravel as specified by the Lessor.


The following obligations are assumed by Lessee and include the following: the Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall use the Premises not in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation. Subtitle A. Office of the Secretary, Part 2 1. Department of Transportation-Effectuation Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

29. Amendments and Modification.

This Agreement may be amended and/or modified by a written instrument signed, dated, and notarized by both Lessor and Lessee. However, Lessor reserves the right to amend this lease upon giving Lessee 180 days written notice of such amendment or modification, so long as the amendment or modification is necessary to comply with FAA rules or regulations other Federal or State regulations governing the use of Airports, or to bring this lease agreement into compliance with Municipal, State or Federal laws, rules, regulations, ordinances, FAA policies, orders, advisory circular documents, grant obligations/assurances, or any obligation the City of Nampa may have with respect to the FAA. Any amendment or modification shall take place on the Anniversary Date of this lease. In the event Lessee does not agree to such amendment or modification, this lease shall terminate following the expiration of 180 days prior written notice of such changes or amendments. Any modification to this lease shall be attached to or become a part of this lease, and any such amendment or modification shall be signed and dated by both Lessor and Lessee.

30. 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.


The use and occupancy of the land shall be subject to the following special provisions:
• Lessee shall provide a list of all based aircraft (operational and airworthy aircraft based at a facility for a majority of any 12 month period) housed on the leased premises to the Airport Superintendent’s office, and shall keep said list current at all times. The list shall include the name, address, and phone number of each aircraft’s owner(s), the aircraft make and model, and aircraft registration numbers.

• Modification Charge: In the event Lessee requests and Lessor approves, an amendment or modification of the Lease, Lessee shall, with the lease modification request form, include a $100 fee for administrative expenses related to the development, review, and approval of the Amendment.

• Joint and Several Liability: If more than one person or entity executes this Lease as Lessee, then (i) each of them is jointly and severally liable for the keeping, observing and performing of all of the terms, covenants, conditions, provisions and agreements of this Lease to be kept, observed and performed by Lessee, and (ii) the term “Lessee” as used in this Lease shall mean and include each of them jointly and severally and any act of or notice from, or notice or refund to, or signature of, any one or more of them, with respect to the tenancy of this Lease, including without limitation any renewal, extension, expiration, termination or modification of this Lease, shall be binding upon each and all of the persons executing this Lease as Lessee with the same force and effect as if each and all of them had so acted or so given or received such notice or refund or so signed.

32. 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, provided however, that a memorandum of lease may be recorded.

33. Prohibition Against Exclusive Rights.

In accordance with the FAA Airport and Airway Improvement Act of 1982, 49 U.S.C. § 47101, et seq., 49 U.S.C. § 40103(e), and other federal law, rules, regulations and orders governing the use and operation of airports, and the Airport Improvement Program (AIP) and other grant assurances, nothing contained herein shall be construed to authorize the granting, either directly or indirectly, of an “exclusive right,” as that term is used in the above cited authority. To the extent any term or condition of this lease or any other agreement, express or implied, between the Lessee and Lessor can be considered to grant an exclusive right in violation of the above-cited authority, the parties agree that said term or condition shall be treated as null and void ab initio.

34. Conflict of Provisions of Lease.

In the event there is any conflict between the provisions of this lease and the applicable Minimum Standards and/or Airport Rules and Regulations, unless otherwise specifically noted in this lease, the applicable Minimum Standards and Rules and Regulations shall control over the terms and conditions of this lease.
In Witness Whereof

The Lessor and Lessee do execute this Lease Agreement the day and year first above written.

Lessor:

The City of Nampa

By: Debbie Kling, Mayor

Attest:

Deborah Rosin, City Clerk

By: Montgomery Hasl, Airport Superintendent

Lessee:

By: BRIAN PADEN

By: __________________________

Personal Guarantee.
Performance of the terms of this Lease Agreement by Lessee is personally guaranteed by the undersigned personal guarantor(s).

By: BRIAN PADEN

By: __________________________

Date

By: __________________________

Date
Airport Lot #2020: 60' wide x 70' deep = 4,200 square foot at $0.269 per square foot = $1,129.80 per year.

Payment by Mad River, LLC for 2019 will be transferred. No additional payment due for 2019.
LEGAL DESCRIPTION

FOR
NAMPA MUNICIPAL AIRPORT
LOT 2020

A parcel of land being a portion of the SW ¼ of the NE ¼ of Section 24, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho and more particularly described as follows;

Beginning at an Aluminum Cap marking the East ¼ corner of Said Section 24, thence North 89°27'56" West for a distance of 2642.07 feet to an Iron Pin marking the Center ¼ corner of Said Section 24;

Thence North 31°38'01" East for a distance of 1184.81 feet to a point being the Southwest Corner of Lot 2024,

Thence North 00°00'00" West for a distance of 100.00 feet to the Southwest corner of Said Lot 2020; Said point being the TRUE POINT OF BEGINNING;

Thence continuing North 00°00'00" West for a distance of 70.00 feet to the Northwest corner of Said Lot 2020;

Thence South 90°00'00" East for a distance of 60.00 feet to the Northeast corner of Said Lot 2020;

Thence South 00°00'00" East for a distance of 70.00 feet to the Southeast corner of Said Lot 2020;

Thence North 90°00'00" West for a distance of 60.00 feet to the TRUE POINT OF BEGINNING.

Prepared by

Allen R. Johnson, R.L.S.
Registered Land Surveyor
APPROVE NEW LEASE AT NAMPA MUNICIPAL AIRPORT
FOR LOT 2024
(Reviewed and Approved by Legal Counsel)

- On June 18, 2018, Mad River, LLC (Tim and Julie Shelhorn) signed a 20-year land lease for Lot 2024 (see vicinity map, Exhibit A)

- On January 9, 2019, Airport staff received a letter from Mad River, LLC (Lessee) offering Nampa Municipal Airport first right of refusal

- The Lessee also made known they had received an offer to purchase the building lease, with improvements, from Youngwerth Airplanes, LLC (Albert Youngwerth)

- On January 2, 2019, Albert Youngwerth submitted a lease application

- On January 14, 2019, Lessee signed and returned the termination agreement
  - The termination agreement is contingent upon the sale of the land lease with improvements

- On January 11, 2019, Albert Youngwerth signed and returned the land lease agreement

- On January 14, 2019, the Nampa Airport Commission moved to recommend that City Council authorize the Mayor to sign the Agreement to Waive First Right of Refusal and Terminate Lease with Mad River, LLC (see Attachment A) dated June 18, 2018, and sign new Nampa Municipal Airport Land Lease Agreement (see Attachment B) with Youngwerth Airplanes, LLC effective January 23, 2019, for Lot 2024

REQUEST: Authorize Mayor to sign, (1) Agreement to Waive First Right of Refusal and Terminate Lease with Mad River, LLC dated June 18, 2018, and (2) Nampa Municipal Airport Land Lease Agreement with Youngwerth Airplanes, LLC, effective January 23, 2019, for Lot 2024.
AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL AND TERMINATE LEASE – LOT # 2024

THIS AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL AND TERMINATE LEASE (the “Agreement”) is made and entered into this 4th day of February 2019, between the CITY OF NAMPA, IDAHO, an Idaho municipal corporation, of 411 3rd Street, Nampa, Idaho 83651 (“Lessor”), Mad River, LLC, of 2930 Garrity Blvd, Nampa, Idaho 83687 (“Lessee”).

WHEREAS, on or about June 19, 2018, Lessor and Lessee entered into a Standard Land Lease (“Lease”) for a 60’w x 50’d hangar improvement (the “improvement”) located on Lot #2024 at the Nampa Municipal Airport, more particularly described as follows:

See Exhibit “A,” attached hereto and, by this reference, incorporated herein as if set forth in full, together with rights of ingress and egress as approved by the Airport Director.

Said Lease was acknowledged by way of that certain Memorandum of Lease signed on June 18, 2018, and recorded in the office of the Canyon County Recorder on July 10, 2018, as Instrument No. 2018-029846; and

WHEREAS, the Lease contained a right of first refusal in favor of the Lessor;

WHEREAS, on January 9, 2019, Lessor received from Lessee a notice, pursuant to Lessor’s right of first refusal, in which Lessee offered to sell the improvement to Lessor for the sum of $240,000.00; and

WHEREAS, Lessor wishes to waive its right of first refusal, and both parties desire to terminate the Lease.

NOW, THEREFORE, Lessor and Lessee hereby covenant and agree as follows:

1. Lessor waives the first right of refusal to purchase the improvement granted to it under the Lease, and declines the offer to purchase said improvement pursuant to the Notice which it received from Lessee on January 9, 2019.

2. Lessor and Lessee agree to terminate the Lease effective January 23, 2019; this termination is specifically contingent upon closing of the sale of the improvement by Lessee to a third party, and that third parties execution of a new Standard Land Lease with Lessor.
3. Lessor and Lessee further agree that this document may be recorded to evidence termination of the Lease represented by the Memorandum of Lease described above.

“LESSOR”

CITY OF NAMPA

By: ____________________________
Debbie Kling, Mayor

Attest: _________________________
Deborah Rosin, City Clerk

By: ____________________________
Montgomery Hasl, Airport Superintendent

“LESSEE”

Mad River, LLC

By: ____________________________
Julie Schelhorn for
Mad River, LLC
On this ___ day of ______________ in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Julie Schelhorn, both individually and as an authorized signatory of Mad River, LLC, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same both individually and on behalf of Mad River, LLC and was so authorized to do so.

(State)

By: __________________________________________
Notary Public for Idaho
My Commission Expires: ________________

On this _____ day of ____________________, in the year of 2019, before me, the undersigned, personally appeared Debbie Kling, Deborah Rosin, and Montgomery Hasl, Mayor, City Clerk, and Airport Superintendent, respectively, of the City of Nampa, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

(State)

By: __________________________________________
Notary Public for Idaho
My Commission Expires: ________________
LEGAL DESCRIPTION

FOR
NAMPA MUNICIPAL AIRPORT
LOT 2024

A parcel of land being a portion of the SW ¼ of the NE ¼ of Section 24, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho and more particularly described as follows;

Beginning at an Aluminum Cap marking the East ¼ corner of Said Section 24, thence North 89°27'56" West for a distance of 2642.07 feet to an Iron Pin marking the Center ¼ corner of Said Section 24;

Thence North 31°38'01" East for a distance of 1184.81 feet to a point being the Southwest Corner of Lot 2024, Said point being the TRUE POINT OF BEGINNING;

Thence North 00°00'00" West for a distance of 50.00 feet to the Northwest corner of Said Lot 2024;

Thence South 90°00'00" East for a distance of 60.00 feet to the Northeast corner of Said Lot 2024;

Thence South 00°00'00" East for a distance of 50.00 feet to the Southeast corner of Said Lot 2024;

Thence North 90°00'00" West for a distance of 60.00 feet to the TRUE POINT OF BEGINNING.

Prepared by

Allen R Johnson, R.L.S.
Registered Land Surveyor
NAMPA MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

STORAGE HANGAR LOT #2024
IMPROVEMENTS PURCHASED FROM MAD RIVER, LLC

LESSEE:
ALBERT YOUNGWERTH
YOUNGWERTH AIRPLANES, LLC
4509 N CARTWRIGHT RD
BOISE, ID  83714

LESSOR:
CITY OF NAMPA
c/o AIRPORT SUPERINTENDENT
116 MUNICIPAL DRIVE
NAMPA, ID  83687

EFFECTIVE TERM:
January 23, 2019 – January 31, 2039
This lease agreement (the “Agreement”) is entered into this 4th day of February 2019 by and between the City of Nampa, a Municipal Corporation of the State of Idaho (“Lessor”), and Youngwerth Airplanes, LLC (“Lessee”). The Superintendent of Public Works for the City of Nampa will designate the authorized agent to administer the provisions of this Agreement.

Whereas, Lessor now owns, controls, and operates the Nampa Municipal Airport (the “Airport”), in the City of Nampa, County of Canyon, State of Idaho; and

Whereas, Lessor has authority to enter into tenant agreements for the purpose of leasing property to accommodate public use of the Airport; and

Whereas, Lessee desires to lease a parcel of Airport property;

Therefore, in consideration of the rental payments, promises, and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Term of Agreement.

The term of this lease shall commence on January 23, 2019 (the “Effective Date”), and continue for a period of twenty (20) years from the effective date of this lease, terminating on January 31, 2039.

2. Renewal Option.

The Lessee shall have the right to renew this lease for one ten (10) year extension subject to and contingent upon the Lessee giving written notice to the Lessor not sooner than one (1) year and not less than one hundred and twenty (120) days prior to the termination date of this Agreement. Additional renewals may occur upon mutual agreement of the Parties. Lessor reserves the right to re-negotiate terms and conditions of this Agreement upon any renewal according to current market conditions.


During the total period of this Agreement, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises identified and shown on Exhibit A, attached hereto and incorporated herein by reference as set forth in full, together with the right of ingress and egress for Lessee’s designated personnel, and for both vehicles and aircraft.

4. Premises Use.

The development and/or use of any Premises located within the current or future boundaries of the Nampa Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Regulations. In addition, Lessee may use and occupy the leased Premises for the purpose(s) of (list all): AIRCRAFT STORAGE.

It is agreed that the only activity which Lessee may conduct on the leased premises, directly or indirectly, alone or through others, is that which is authorized under the terms of the agreement. Lessee understands and agrees that the right of ingress and egress to runways, taxiways, and aprons, now and hereinafter designed or constructed by Lessor shall be subject to all Airport Rules and Regulations,
Minimum Standards, laws, regulations, grant obligations, policies and ordinances now or hereinafter adopted, and that the use of said runways, taxiways and aprons shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others. Lessor shall provide Lessee with a copy of the most current version of the above cited Airport Rules and Regulations and Minimum Standards at the time of execution of this agreement. Lessor shall provide notice to Lessee prior to any amendments to said documents, the most current versions of which may be obtained from the Airport Superintendent.

Furthermore, it is understood by both parties that nonaeronautical uses and storage are not permitted at the Nampa Municipal Airport, and that if Lessee is found to be conducting a nonaeronautical use upon the leased premises, said activity shall be grounds for breach and default under this agreement. For all purposes, the term “Nonaeronautical Use” shall be construed consistently with how the term is used and defined on an ongoing basis by the FAA. To assist the parties in understanding how that term has been defined at or near the time of execution of this document, as of September 30, 2009, under Order 5190.6B, the Director of the Airport Compliance and Field Operations Division (ACO-1) has defined “Aeronautical Use” as “all activities that involve or are directly related to the operation of aircraft, including activities that make the operation of aircraft possible and safe. Services located on the airport that are directly and substantially related to the movement of passengers, baggage, mail, and cargo are considered aeronautical uses.” Order 5190.6B at § 18.3(a). Order 5190.6B then provides that “All other uses of the airport are considered nonaeronautical.” Order 5190.6B at § 18.3(c).

5. Construction and Improvements; Subsequent Modifications, Alterations and Add-ons.

During the total period of this Agreement, it is agreed and understood that the Lessee intends to construct, at Lessee’s sole expense, structures and ground improvements upon said leased Premises, which said construction shall be subject to the following conditions:

a. Construction shall be completed on each and every lot or lots leased by Lessee no later than six (6) months from the Effective Date of this agreement. Construction shall be deemed complete when the hangar or structure is eligible for or in receipt of a certificate of occupancy. If Lessee does not complete construction, except for reasons which the Lessor agrees to be beyond Lessee’s control, this lease will terminate on the six (6) month anniversary of the Effective Date. If, however, prior to the six (6) month anniversary of the Effective Date, Lessee requests in writing an extension of time in which to complete construction already commenced and substantially underway, Lessor may grant an extension of time, not to exceed one hundred twenty (120) days, in which to complete said construction. If construction is commenced but not completed during the initial six (6) month period or an extension thereof, any structure or improvements remaining on the leased premises shall be dealt with in accordance with Section 9 below.

b. The construction of all facilities, together with landscaping, fencing and parking, shall be in accordance with plans to be reviewed and approved in writing by the Lessor before construction begins. All plans, specifications and construction activities shall comply with and be subject to all applicable laws and ordinances of the City of Nampa, the State of Idaho, and of the United States, the Airport Master Plan in effect, and shall be approved by the Nampa Airport Commission and the Nampa City Council. Further, any proposed construction may also be
subject to FAA approval through the 7460 (Notice of Proposed Construction or Alteration) process.

c. Any additions or alterations to any structure located on the leased premises shall be reviewed and approved in writing by the Airport Superintendent before commencement of construction, and may require, among other things, the obtaining of a building permit from the City of Nampa and/or FAA approval through the 7460 (Notice of Proposed Construction or Alteration) process.

6. Rental Payments.

During the total period of this Agreement, Lessee covenants and agrees to pay annual rent for the Premises on the 1st day of January of each year unless otherwise agreed upon in writing by Lessor. The initial annual rental fee for the Premises shall be 26.9 cents per square foot of the entire Premises area. If the initial calendar year of the lease is less than twelve months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. Rental payments not paid within 30 days of the agreed date(s) shall be considered delinquent and in default of this Agreement.


The rent will be automatically increased annually, effective January 1, according to the percentage increase of the Consumer Price Index – US City Average, All Items (CPI-U, Bureau of Labor Statistics) for the twelve calendar months prior to and including the most recent month for which such Index is available. The automatic annual increase shall be calculated as follows:

\[
\text{Current Year’s Rent} = \text{Last Year’s Rent} \times \left(\frac{\text{Current CPI-U}}{\text{Last Year’s CPI-U}}\right).
\]

Additional periodic adjustments to the rental rate may be made in years ending with 5 or 0 (for instance, 2015 and 2020) as deemed necessary by Lessor to reflect cost of service increases, comparative rates, or other factors supporting an increase beyond the automatic annual CPI-U adjustment. Such periodic adjustments shall not be less than the automatic annual increase. Rental rates and adjustments are set by the City Council of the City of Nampa.

8. Rights and Obligations of Lessee.

a) The right of ingress and egress to such runways, taxiways, and aprons, now or hereinafter designated by Lessor is subject to all city, state, and federal rules and regulations pertaining to the use of runways, taxiways, and aprons.

b) The right of Lessee to the use of all runways, taxiways, and aprons or access roads shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others.

c) All use and operation on the Premises shall be in strict accordance to all applicable city rules and regulations, including but not limited to the Nampa Municipal Airport Rules and Regulations and current Master Plan. All Rules and Regulations now in existence, or as herein amended, or hereinafter promulgated and adopted, are incorporated herein and made a part hereof by reference.

d) Lessee shall keep and maintain, and repair in reasonable conditions, all property, ground, runways, taxiways, and any and all property belonging to Lessor which may be injured by
Lessee in maintaining or operating on said Premises.

e) Outside storage on the leased area, which in the opinion of the Airport Superintendent creates unsightly or dangerous conditions, shall not be allowed.

f) Lessee shall not permit any person to use any part of the Premises for residential use.

g) Lessee shall, within thirty (30) days of receiving an invoice from Lessor, reimburse Lessor for any costs or expenses incurred in obtaining a survey or legal description of the Premises in order to comply with the requirements of FAA Form 7460-1.

9. Termination of Agreement & Option to Purchase Improvements.

(a) Upon expiration or termination, for any reason, of this Airport Tenant Agreement, or any extension thereof, Lessee shall remove its personal property, including structures or buildings, and restore the premises to a condition acceptable to Lessor. If the parties have not entered into a renewed lease or a new lease agreement, and Lessee has not removed its personal property, including structures, buildings, or portions thereof, or sold said property to another party who has executed a new lease agreement with the Lessor, within 120 days after termination or expiration of this lease Agreement, Lessor shall have the right, but not the obligation, to purchase some or all of the personal property remaining on the leased premises, including structures or buildings, for the sum of One and No/100 dollar ($1.00).

(b) Lessee, when tendered the above sum, will have no further right or interest in the above described personal property and agrees to execute any and all necessary sale documents, including but not limited to a Bill of Sale, and Lessor shall be entitled to possession and ownership of the personal property. Prior to the exercise of Lessor’s option herein provided for, Lessee shall have the right to sell and remove some or all of its personal property, including structures or buildings to a third party or parties, subject to any valid lien Lessor may have on said property or structures for unpaid rent or other amounts payable by Lessee to Lessor, and subject to Lessee’s obligation to restore the premises to a condition acceptable to Lessor. However, no purchaser of any of Lessee’s property shall have any right to continued occupancy of the leased premises without execution of a written agreement between said purchaser and Lessor.

10. First Right of Refusal.

Upon expiration or termination of this Agreement or any renewal of this Agreement, or in the event Lessee determines to sell or otherwise transfer ownership of structures and/or improvements specified in this agreement, the Lessor shall have a first right of refusal to purchase or accept transfer of such structures or improvements. Lessor may transfer this first right of refusal to a new lessee of the Premises. Lessee shall give notice to Lessor advising of any such proposed sale or transfer and its price and terms. Lessor shall have ninety (90) days from receipt of such notice to exercise its first right of refusal and complete a purchase or receive a transfer upon identical terms.

11. Termination; Default.

(a) In any of the following events which shall constitute “events of default,” Lessor shall have the right at Lessor’s election, immediately to terminate this agreement, or to terminate Lessee’s tenancy hereunder:

NAMPA MUNICIPAL AIRPORT LAND LEASE AGREEMENT – PAGE 5
1. Lessee shall fail to pay rent in the amounts and at the times and in the manner provided herein, and that failure shall continue for sixty (60) or more days after written notice of it shall have been given to Lessee.

2. Lessee shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudged a bankrupt, and that adjudication be not stayed or vacated within sixty (60) days later, or the interest of Lessee under this agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Lessee; or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this agreement, and such appointment has not been vacated within sixty (60) days later.

3. Lessee shall vacate or abandon the premises, or any portion thereof, or shall permit them to remain vacant or unoccupied without first obtaining consent of Lessor.

4. Lessee shall fail to observe any other provision of this agreement after sixty (60) days written notice given by Lessor of such failure.

In the event of notification of default by Lessor to Lessee, Lessee shall pay, in addition to all arrearages as may exist under the notice of default, the reasonable attorney fees incurred by Lessor in determination of the default and notification to the defaulting Lessee.

(b) Upon the occurrence of any of the events of uncured, material default specified herein, Lessee's right to possession of the leased premises shall, at the Lessor's option, terminate and Lessee shall surrender possession immediately. In that event Lessee grants to Lessor full license to enter into the premises, or any part of them, to take possession with or without process of law, and to remove Lessee or any other person who may be occupying the premises, or any part of them, and Lessor may use that force in removing Lessee and that other person as may reasonably be necessary. And Lessor may repossess itself of the premises as of its former estate, but that entry of the premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due, nor waiver of any agreement or promise in this lease that is to be performed by Lessee. Lessee shall make no claim of any kind against Lessor, its agents and representatives by reason of that termination or any act incident to it.

At its option, Lessor may terminate this agreement for any uncorrected default. Lessor may sue for all damages and rent accrued or accruing under this agreement or arising out of any breach of it.

If it so elects, Lessor may pursue any other remedies provided by law for the breach of this agreement or any of its terms or conditions. No right or remedy conferred here on or reserved to Lessor or Lessee is intended to be exclusive of any other right or remedy, and each right and remedy shall be in addition to any other right or remedy given, or now or later existing at law or at equity or by statute.

The acceptance of rent by Lessor, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach of this agreement by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of Lessor's right to act or of any other right
here given Lessor, or as an election not to proceed under the provisions of this agreement.

The obligation of Lessee to pay the rent reserved here during the balance of the term of this agreement shall not be deemed to be waived, released or terminated by the service of any sixty (60) day notice, other notice to collect, demand for possession, or notice that the tenancy here created will be terminated on the date there named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in action, or any other act or acts resulting in the termination of Lessee's right to possession of the leased premises. Lessor may collect any rent due from Lessee, and payment or receipt of that rent shall not waive or affect any notice, demand or suit, or in any manner waive, affect, change, modify or alter any rights or remedies Lessor may have by virtue of this lease agreement.

Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining lawful possession of the leased premises from Lessee, including reasonable attorney fees and costs, and to pay such other expenses as the Lessor may incur in putting the premises in good order and condition as herein provided, and also to pay all other necessary expenses or commissions paid by Lessor in releasing the premises.

12. Assignments, Transfers and Subleases.

This Agreement, in whole or any part thereof, may not be assigned or transferred by Lessee, by process of law, or in any other manner whatsoever, without prior written consent of Lessor. Lessee may not sublease all or any portion of its interest in this Agreement unless written notice of said sublease is given to Lessor, said notice providing the name and contact information for any such subtenant. No permitted assignment, transfer or sublease shall release the Lessee of its obligations or alters the primary liability of the Lessee to pay the rent and to perform all other obligations of the Lessee as specified in this Agreement, unless otherwise agreed to in writing between the parties. Any permitted assignment or transfer, and all subleases, must comply with all terms and conditions of this Agreement.

- Lessor may, at its option, terminate this Agreement upon any assignment or transfer of any interest herein without the Lessor’s prior written consent, or for any sublease for which proper notice has not been given to Lessor. “Transfer” also includes any change in the ownership of Lessee and/or the voting stock of Lessee.
- Lessor may, at its option, terminate this agreement upon any change of the premises’ use (see paragraph 4) without the Lessor’s prior written consent.
- Lessor may, at its option, terminate this Agreement in the event Albert Youngwerth shall cease to remain responsible for the day-to-day operation of the rights and obligations of Lessee as set forth in this agreement.


The Lessor reserves the right to enter upon that portion of the leased area outside of the structures which is not covered with asphalt or concrete and perform whatever construction or maintenance is necessary to provide a concrete or asphalt surface at no cost to the Lessee. The Lessor also retains the entire leased area outside the structures as a general utility easement and any surface disturbed by the Lessor in constructing a utility shall be restored to its original condition by the Lessor. Lessee acknowledges that such work, and other related airport activities, will benefit Lessee, though it may cause temporary inconvenience to Lessee. Rent shall be abated as a result of such inconvenience, for the duration of said
inconvenience, ONLY if Lessee is unable to access Lessee’s hangar for a period longer than thirty (30) days.


The installation and maintenance of any future improvements to the Premises by Lessee shall first be agreed upon in an amendment or modification to this Agreement.

15. Hazardous Substances.

Lessee shall not engage, and shall not permit others to engage in an operation on the premises that involves the generation, manufacture, refining, transportation, treatment, storage, handling, or disposal of any “hazardous substances” without the prior written consent of Lessor, which may be withheld or granted at Lessor’s sole discretion. As used herein, the term “hazardous substance” means any hazardous or toxic substance, material, or waste which is, or becomes regulated by any federal, state, county, or local governmental agency. Lessee agrees to indemnify and hold harmless Lessor against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Agreement.

16. COMPLIANCE WITH LAWS AND REGULATIONS.

Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules, and regulations promulgated and/or enforced by Lessor or by other proper authority having jurisdiction over the conduct of operations at the airport, and to do all things necessary to stay or become in compliance with the same. Lessee further specifically agrees to comply with all requirements of the FAA, including but not limited to, those requirements originating out of the City of Nampa’s relationship with the FAA, or which find their origin in relation to grants or other contractual arrangements between the City of Nampa and the FAA. Lessor reserves the right to amend this lease in conformance with the provisions of Section Twenty-Nine (29) hereinbelow to conform with any changes in Municipal, State or Federal laws, rules, regulations and ordinances. If at any time it is discovered that the provisions of this lease violate or are in any way inconsistent with current or later enacted Municipal, State or Federal laws, rules, regulations, ordinances, FAA policies, orders, advisory circular documents, grant obligations/assurances, or with any obligation the City of Nampa may have with respect to the FAA, Lessor shall have the right to amend this lease in conformance with the provisions of Section Twenty-Nine (29) hereinbelow as necessary to make this lease agreement consistent therewith. Lessee further agrees to execute any addendums or other requirements as may be imposed by the FAA as a condition of operating the Airport and/or receiving grant funding for Airport projects.

17. Utilities.

Lessee shall be responsible for all utilities to the Premises. Lessee shall pay for the hookup fees and all monthly fees for such utilities. Lessee is responsible for garbage collection used in or about said premises at Lessee’s own cost and expense. Lessee shall pay for any initial hookup fees and shall pay any assessment fees levied for such irrigation water.
18. Taxes and Assessments.

During the total period of this Agreement, Lessor shall pay all taxes and assessments of any kind levied against the land identified as the Premises during the term of this Lease and any extension thereof; and Lessee shall pay any personal property taxes and assessments of any kind levied against Lessee's personal property, promptly, as the same become due.

19. Fire Hazards.

The Lessee shall not do anything in the Premises 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. Unless otherwise noted in Section 31, below, NO FUEL MAY BE STORED ON THE PREMISES.

20. Labor Contracts and Employees.

The parties hereto expressly covenant and agree that all labor contracts and employment agreements with employees shall be made directly with Lessee and that all such employees shall be deemed solely the employees of Lessee and in no way employees of Lessor. Lessee covenants and agrees to indemnify and hold harmless Lessor of and from any liability for any acts of employees of Lessee or any acts of persons working for Lessee under a labor contract.

21. Right of Inspection; Emergency.

Lessor reserves the right to enter upon the leased premises upon forty-eight (48) hours prior written notice to Lessee for the purpose of making any inspection necessary to the proper enforcement of the covenants and conditions of this agreement. Such notice shall not be necessary in the case of an emergency affecting life or property, or if Lessor suspects that Lessee has abandoned the premises.


Lessee shall not commit any waste or damage to the Premises hereby leased nor permit any waste or damage to be done thereto.

23. 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 Premises or any part thereof, or from the street or subsurface, nor shall the Lessor be liable for any defect in the building and structures on said demised Premises, latent or otherwise. Lessee shall indemnify and hold the Lessor, the employee(s) of the Lessor, and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage, or expense resulting from Lessee occupation and use of the Premises and the structures thereon, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons, or by reason of damage to any property caused by the condition of the Premises, the condition of any improvements or personal property in or on the Premises, or the acts or omissions of Lessor or any person in or on the Premises with the express or implied
consent of the Lessee. This paragraph 23 does not cover intentional acts by Lessor or its employees.

24. Liability Insurance.

If Lessee will be acting as a Fixed Base Operator, then Lessee shall maintain a comprehensive liability insurance policy in the minimum amount of **$1,000,000 each occurrence $2,000,000 aggregate** covering the above described premises during the term of this Lease with an insurance company licensed by the Idaho Department of Insurance,” all at the sole cost and expense of Lessee, in accordance with the Airport Rules and Regulations, Airport Minimum Standards or any modifications or amendments thereto. Lessee shall provide Lessor with a binder for said insurance showing proof of insurance. Lessee understands and agrees that if the Airport Minimum Standards or Rules and Regulations, or any subsequent modifications or amendments thereto, require Lessee (due to Lessee’s particular category of Fixed Base Operator) to procure insurance in an amount exceeding the limits noted above, Lessee shall procure and maintain insurance in said greater amounts.

If Lessee will solely be occupying the leased premises for private, non-commercial aircraft storage, then Lessee shall maintain a comprehensive liability insurance policy in the minimum amount of **$500,000 each occurrence $1,000,000 aggregate** covering the above described premises during the term of this Lease with an insurance company licensed by the Idaho Department of Insurance,” all at the sole cost and expense of Lessee, in accordance with the Airport Rules and Regulations, Airport Minimum Standards or any modifications or amendments thereto. Lessee shall provide Lessor with a binder for said insurance showing proof of insurance.

25. 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.


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 address listed immediately below, or to 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.

<table>
<thead>
<tr>
<th>Lessor</th>
<th>Lessee</th>
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</thead>
<tbody>
<tr>
<td>Nampa Municipal Airport</td>
<td>Youngwerth Airplanes, LLC</td>
</tr>
<tr>
<td>c/o Airport Superintendent</td>
<td>Albert Youngwerth</td>
</tr>
<tr>
<td>116 Municipal Drive</td>
<td>4509 North Cartwright Road</td>
</tr>
<tr>
<td>Nampa, ID 83687</td>
<td>Boise, ID 83714</td>
</tr>
</tbody>
</table>
27. Maintenance.

Lessee shall have sole responsibility for maintenance of the leased Premises, adjacent apron, and any associated improvements and/or structures during the total period of this Agreement. Maintenance shall specifically include landscaping and required maintenance (i.e. crack sealing and resurfacing) of the asphalt/concrete area as needed, but at least once every five (5) years. Lessee shall maintain all surfaces not covered by asphalt or concrete in a weed free condition and restrict parking from said area unless the area has been excavated to the proper subgrade and backfilled with an amount of gravel as specified by the Lessor.


The following obligations are assumed by Lessee and include the following: the Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall use the Premises not in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation. Subtitle A. Office of the Secretary, Part 2 1. Department of Transportation-Effectuation Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

29. Amendments and Modification.

This Agreement may be amended and/or modified by a written instrument signed, dated, and notarized by both Lessor and Lessee. However, Lessor reserves the right to amend this lease upon giving Lessee 180 days written notice of such amendment or modification, so long as the amendment or modification is necessary to comply with FAA rules or regulations other Federal or State regulations governing the use of Airports, or to bring this lease agreement into compliance with Municipal, State or Federal laws, rules, regulations, ordinances, FAA policies, orders, advisory circular documents, grant obligations/assurances, or any obligation the City of Nampa may have with respect to the FAA. Any amendment or modification shall take place on the Anniversary Date of this lease. In the event Lessee does not agree to such amendment or modification, this lease shall terminate following the expiration of 180 days prior written notice of such changes or amendments. Any modification to this lease shall be attached to or become a part of this lease, and any such amendment or modification shall be signed and dated by both Lessor and Lessee.

30. 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.


The use and occupancy of the land shall be subject to the following special provisions:
• Lessee shall provide a list of all based aircraft (operational and airworthy aircraft based at a facility for a majority of any 12 month period) housed on the leased premises to the Airport Superintendent’s office, and shall keep said list current at all times. The list shall include the name, address, and phone number of each aircraft’s owner(s), the aircraft make and model, and aircraft registration numbers.

• Modification Charge: In the event Lessee requests and Lessor approves, an amendment or modification of the Lease, Lessee shall, with the lease modification request form, include a $100 fee for administrative expenses related to the development, review, and approval of the Amendment.

• Joint and Several Liability: If more than one person or entity executes this Lease as Lessee, then (i) each of them is jointly and severally liable for the keeping, observing and performing of all of the terms, covenants, conditions, provisions and agreements of this Lease to be kept, observed and performed by Lessee, and (ii) the term “Lessee” as used in this Lease shall mean and include each of them jointly and severally and any act of or notice from, or notice or refund to, or signature of, any one or more of them, with respect to the tenancy of this Lease, including without limitation any renewal, extension, expiration, termination or modification of this Lease, shall be binding upon each and all of the persons executing this Lease as Lessee with the same force and effect as if each and all of them had so acted or so given or received such notice or refund or so signed.

32. 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, provided however, that a memorandum of lease may be recorded.

33. Prohibition Against Exclusive Rights.

In accordance with the FAA Airport and Airway Improvement Act of 1982, 49 U.S.C. § 47101, et seq., 49 U.S.C. § 40103(e), and other federal law, rules, regulations and orders governing the use and operation of airports, and the Airport Improvement Program (AIP) and other grant assurances, nothing contained herein shall be construed to authorize the granting, either directly or indirectly, of an “exclusive right,” as that term is used in the above cited authority. To the extent any term or condition of this lease or any other agreement, express or implied, between the Lessee and Lessor can be considered to grant an exclusive right in violation of the above-cited authority, the parties agree that said term or condition shall be treated as null and void ab initio.

34. Conflict of Provisions of Lease.

In the event there is any conflict between the provisions of this lease and the applicable Minimum Standards and/or Airport Rules and Regulations, unless otherwise specifically noted in this lease, the applicable Minimum Standards and Rules and Regulations shall control over the terms and conditions of this lease.
In Witness Whereof

The Lessor and Lessee do execute this Lease Agreement the day and year first above written.

Lessor:
The City of Nampa

By:
Debbie Kling, Mayor

Attest:
Deborah Rosin, City Clerk

By:
Montgomery Hasl, Airport Superintendent

Lessee:
Youngwerth Airplanes, LLC

By:
Albert Youngwerth, Owner

By:

Personal Guarantee.
Performance of the terms of this Lease Agreement by Lessee is personally guaranteed by the undersigned personal guarantor(s).

By:
Albert Youngwerth

Date

By:

Date
Exhibit A

Airport Lot #2024: 60’ wide x 50’ deep = 3,000 square foot at $0.269 per square foot = $807.00 per year.

Payment by Mad River, LLC for 2019 will be transferred. No additional payment due for 2019.
LEGAL DESCRIPTION

FOR

NAMPA MUNICIPAL AIRPORT
LOT 2024

A parcel of land being a portion of the SW ¼ of the NE ¼ of Section 24, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho and more particularly described as follows;

Beginning at an Aluminum Cap marking the East ¼ corner of Said Section 24, thence North 89°27'56" West for a distance of 2642.07 feet to an Iron Pin marking the Center ¼ corner of Said Section 24;

Thence North 31°38'01" East for a distance of 1184.81 feet to a point being the Southwest Corner of Lot 2024, Said point being the TRUE POINT OF BEGINNING;

Thence North 00°00'00" West for a distance of 50.00 feet to the Northwest corner of Said Lot 2024;

Thence South 90°00'00" East for a distance of 60.00 feet to the Northeast corner of Said Lot 2024;

Thence South 00°00'00" East for a distance of 50.00 feet to the Southeast corner of Said Lot 2024;

Thence North 90°00'00" West for a distance of 60.00 feet to the TRUE POINT OF BEGINNING.

Prepared by

Allen R Johnson, R.L.S.
Registered Land Surveyor
RESOLUTION NO. 10-2019

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NAMPA, A MUNICIPAL CORPORATION OF IDAHO, AUTHORIZING THE DISPOSITION OF CERTAIN CITY PROPERTY. (Waterworks Department)

WHEREAS, the City Council has authorized and passed Resolution No. 25-2015, implementing City policy to declare personal property surplus and to provide for its disposal through sale, transfer, recycling, discarding, destruction, or exchange; and

WHEREAS, the City Clerk of the City of Nampa has proposed for disposal of certain property that the City no longer has use for; and

WHEREAS the approval for the disposal of the below listed property has been obtained from the City Attorney or his designee, and is in compliance with City policy.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAMPA, AS FOLLOWS:

1. That the attached listed property shall be disposed of under the direction and supervision of the City Clerk, and in accordance with City policy.

2. The staff of the City of Nampa is hereby authorized to take all necessary steps to carry out the authorization provided by this Resolution.


Approved:

______________________________
Mayor Debbie Kling

ATTEST:

______________________________
City Clerk
CITY OF NAMPA
DEPARTMENT PROPERTY DISPOSAL REQUEST

Permission is hereby requested to dispose of the following personal property declared surplus by the Council. Disposal will be in a manner meeting the best interests of the City and in accordance with Idaho Code and City Resolution No. 55-2017.

<table>
<thead>
<tr>
<th>Disposal Method Code</th>
<th>Use Category</th>
<th>Qty.</th>
<th>Description of Item (include VIN# if a vehicle)</th>
<th>Cond. Code</th>
<th>Estimated Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/02</td>
<td>1</td>
<td>White bookcase with cabinets</td>
<td>G</td>
<td>$60.00</td>
<td></td>
</tr>
<tr>
<td>01/02</td>
<td>1</td>
<td>Wood credenza</td>
<td>E</td>
<td>$50.00</td>
<td></td>
</tr>
<tr>
<td>04</td>
<td>1</td>
<td>Metal bookcase</td>
<td>R</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>01/02</td>
<td>1</td>
<td>Wood right “L” desk with customer stand</td>
<td>G</td>
<td>$75.00</td>
<td></td>
</tr>
<tr>
<td>01/02</td>
<td>1</td>
<td>Wood desk</td>
<td>G</td>
<td>$60.00</td>
<td></td>
</tr>
<tr>
<td>01/02</td>
<td>1</td>
<td>Wood right “L” desk</td>
<td>G</td>
<td>$50.00</td>
<td></td>
</tr>
</tbody>
</table>

Disposal Method Codes:
- 01 Transfer to another agency or department
- 02 Public Sale (Auction or sealed bid)
- 03 Leased property turned back
- 04 Recycle or sell for scrap
- 05 Unusable - ship to local dumpsite
- 06 Other: ____________________________

Condition Codes:
- E Excellent
- G Good
- F Fair
- R Repairable
- U Unusable

Requesting Department: **Public Works- Waterworks**

Requesting Person Name (Print): [Signature]

Received By: [Signature]

Date Received: 01/22/19
CITY OF NAMPA
DEPARTMENT PROPERTY DISPOSAL REQUEST

Permission is hereby requested to dispose of the following personal property declared surplus by the Council. Disposal will be in a manner meeting the best interests of the City and in accordance with Idaho Code and City Resolution No. 55-2017.

<table>
<thead>
<tr>
<th>Disposal Method Code</th>
<th>Use Category</th>
<th>Qty.</th>
<th>Description of Item (include VIN # if a vehicle)</th>
<th>Cond. Code</th>
<th>Estimated Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/02</td>
<td>2</td>
<td>Four drawer metal standing file cabinet</td>
<td>G</td>
<td>$15.00 ea.</td>
<td></td>
</tr>
<tr>
<td>01/02</td>
<td>1</td>
<td>Wooden end table</td>
<td>G</td>
<td>$5.00</td>
<td></td>
</tr>
<tr>
<td>01/02</td>
<td>1</td>
<td>Wood bookcase, 6 shelves</td>
<td>G</td>
<td>$50.00</td>
<td></td>
</tr>
<tr>
<td>01/02</td>
<td>1</td>
<td>Horizontal wood bookcase with two divided shelves</td>
<td>G</td>
<td>$30.00</td>
<td></td>
</tr>
</tbody>
</table>

Disposal Method Codes:
- 01 Transfer to another agency or department
- 02 Public Sale (Auction or sealed bid)
- 03 Leased property turned back
- 04 Recycle or sell for scrap
- 05 Unusable - ship to local dumpsite
- 06 Other: __ __ __ __ __ __ __ __

Condition Codes:
- E Excellent
- G Good
- F Fair
- R Repairable
- U Unusable

Requesting Department: Public Works-Waterworks

Received By:

Requesting Person Name (Print):

Requesting Person Signature: Lyndsee Harmon

Date Received: 01/22/2019
## Alcohol License List

<table>
<thead>
<tr>
<th>License Owner</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ridgecrest Golf Club</td>
<td>3730 Ridgecrest Drive</td>
</tr>
<tr>
<td>Pete’s Tavern</td>
<td>11 12th Ave. S</td>
</tr>
<tr>
<td>Texas Roadhouse</td>
<td>1830 Caldwell Blvd.</td>
</tr>
<tr>
<td>Tiny’s Lounge</td>
<td>10 12th Ave. S</td>
</tr>
<tr>
<td>TWC Inc. (Chevron)</td>
<td>3030 E Greenhurst Rd.</td>
</tr>
<tr>
<td>Little Saigon</td>
<td>1305 2nd St. S</td>
</tr>
<tr>
<td>Applebee’s</td>
<td>1527 Caldwell Blvd.</td>
</tr>
<tr>
<td>Holliday Inn</td>
<td>16245 N Merchant Way</td>
</tr>
<tr>
<td>Campos Market</td>
<td>3302 Caldwell Blvd.</td>
</tr>
</tbody>
</table>
Proclamation
Office of the Mayor

Whereas, Saltzer Medical Group has been serving the medical needs of generations in the Treasure Valley for over 70 years, and

Whereas, Saltzer Medical Group is committed to the well being of all citizens that live in our community; and

Whereas, the Healthy Relationships/Safe Babies Campaign is focused on helping young men and women make good decisions regarding the safety and health of their relationships, before they decide to have a baby; and

Whereas, in Idaho between 2009-2015, 2,887 children were physically injured in a violent crime committed by an adult family member and 8,136 children were victims of a violent crime committed by an adult family member, this number includes all children who were victims in a violent crime, even if a physical injury was not documented; and

Whereas, a recent nationally representative survey of youth in the United States discovered more than half of the youth who reported witnessing domestic violence were also directly maltreated by a known adult; and

Whereas, the physicians at Saltzer Medical Group support this campaign by talking to patients and making them aware of red flags of controlling and abusive relationships and also what makes up a healthy relationship; and

Whereas, Saltzer Medical Group, with its long history of serving the health of the community of Nampa and Caldwell promotes the well being of its patients and future patients; and

Whereas, this February 2019 Saltzer Medical Group launches the Healthy Relationships/Safe Babies Campaign throughout the Treasure Valley.

Now Therefore, I, Debbie Kling, Mayor of the City of Nampa, Idaho, do hereby proclaim February 2019, to be

“Healthy Relationships/Safe Babies”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the city of Nampa to be affixed this 4th day of February in the year of our Lord two thousand nineteen.

Debbie Kling
Mayor, City of Nampa
Proclamation
Office of the Mayor

Whereas, our children are very important to the future of our natural resources and we want to provide them with the positive influences of being outdoors while enjoying the excitement of fishing; and

Whereas, it is our privilege to help educate our children on the fundamentals of fishing and conservation; and

Whereas, our mission is to help build and sustain healthy communities by providing education, conservation and outdoor recreation in a safe and inviting environment for kids and their families while enjoying the sport of fishing; and

Whereas, the City of Nampa is honored to recognize the efforts of Kids First Cast, Inc. and all of those who provide an outstanding example for our youth and our community.

Now Therefore, I, Debbie Kling, Mayor of the City of Nampa, Idaho, do hereby proclaim

“Cabin Fever Reliever Day”

in the City of Nampa. I encourage all citizens of the City of Nampa to congratulate Kids First Cast, Inc. on their efforts to educate our children on the fundamentals of fishing and conservation and to join in the events and activities of this special day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Nampa to be affixed this 4th day of February in the year of our Lord two thousand nineteen.

Debbie Kling
Mayor, City of Nampa
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

<table>
<thead>
<tr>
<th>Task and/or Material</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>279</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Issues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mag Chloride</td>
<td></td>
<td>34,501</td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td>311</td>
</tr>
</tbody>
</table>

### Snow/Water Event No. 6 Report for January 16, 2019

<table>
<thead>
<tr>
<th>Task and/or Material</th>
<th>Hours</th>
<th>Gallons</th>
<th>Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Hours</td>
<td>80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Issues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brine</td>
<td></td>
<td>9,150</td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td>80</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Task and/or Material</th>
<th>Hours</th>
<th>Gallons</th>
<th>Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Hours</td>
<td>80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Issues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brine</td>
<td></td>
<td>6,320</td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td>68</td>
</tr>
</tbody>
</table>
### Snow/Water Event No. 4
**Report for January 7, 2019**

<table>
<thead>
<tr>
<th>Task and/or Material</th>
<th>Hours</th>
<th>Gallons</th>
<th>Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Hours</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Issues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brine</td>
<td></td>
<td>1,860</td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td>20</td>
</tr>
</tbody>
</table>

### Snow/Water Event No. 3
**Report for December 26-27, 2018**

<table>
<thead>
<tr>
<th>Task and/or Material</th>
<th>Hours</th>
<th>Gallons</th>
<th>Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Hours</td>
<td>90</td>
<td></td>
<td></td>
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<td>Water Issues</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brine</td>
<td></td>
<td>5,880</td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td>117</td>
</tr>
</tbody>
</table>

### Snow/Water Event No. 2
**Report for December 10, 2018**

<table>
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<th>Task and/or Material</th>
<th>Hours</th>
<th>Gallons</th>
<th>Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Hours</td>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Issues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mag Chloride</td>
<td></td>
<td>5,600</td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Task and/or Material</th>
<th>Hours</th>
<th>Gallons</th>
<th>Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>59</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Hours</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Issues</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mag Chloride</td>
<td></td>
<td>5,691</td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td>26</td>
</tr>
</tbody>
</table>
Wastewater Division Annual Biosolids Disposal Report

- The Nampa Wastewater Treatment Plant (WWTP) is required by the Environmental Protection Agency (EPA) to submit an annual biosolids disposal report. The report informs EPA on the pounds of sludge hauled out for disposal, as well as the location of the disposal site. The report will be submitted before February 15, 2019, to EPA. The report identifies different components of the biosolids disposal process that the Nampa WWTP utilizes to achieve Class B biosolids:
  - Anerobic digestors for pathogen reduction
  - Belt press and drying beds for dewatering and drying the biosolids before transferring offsite
  - The EPA Lab Method number used to run samples for metals and organic constituents

- In calendar years 2017 and 2018, the WWTP disposed of 4,608 and 4,270 tons of biosolids at landfills for a cost of $92,068 and $79,113, respectively

- In calendar year 2019, the WWTP biosolids disposal is anticipated to double as the plant begins fulltime phosphorus treatment mode

Wastewater Design Review Committee Meeting No. 5 Summary

The Wastewater Design Review Committee convened for the fifth time on January 17, 2019 (Exhibit A). The committee reviewed five briefings (Exhibit B) for the preliminary design of the Wastewater Phase II Upgrades project. Briefing Nos. 14-18 included:

1) Aeration Blowers Approach Recommendation (aeration basin air demand)
2) Tertiary Treatment Business Case Evaluation Recommendation (filters)
3) Sidestream Treatment Business Case Evaluation (struvite harvesting/resource recovery)
4) Delivery Method Assessment
5) Project Packaging and Delivery Approach Recommendation (alternative project delivery)

All meeting materials are available at the City of Nampa’s website under the Wastewater Division (http://www.cityofnampa.us/1239/Design-Review-Committee).

The committee plans to meet again on Thursday, February 21, from 7:00 a.m. to 9:00 a.m. at the Nampa Public Library.
Nampa WWTP Phase II/III Upgrades
Design Review Committee
Thursday, January 17, 2019
Nampa Library | 215 12th Avenue South, Nampa, ID
7:00 AM – 9:00 AM
Meeting objectives:
• Respond to DRC questions on capital costs
• Review and discuss recommendations for blowers, tertiary treatment, and sidestream treatment
• Continue discussion on project packaging and delivery options

7:00 AM  Introductions
• Meeting objectives
  • Progress on $165 million IDEQ Loan

Elizabeth Spaulding
(The Langdon Group)
Nate Runyan, PE
(Deputy Public Works Director)

7:05 AM  Capital Cost
• Respond to DRC questions regarding capital costs

Matt Gregg, PE
(Brown and Caldwell)

7:20 AM  Blowers Approach Recommendation
• Overview of the blowers analysis
  • PREP – Review DRC Briefing #14

Matt Gregg

7:30 AM  Tertiary Filtration BCE Recommendation
• Provide overview on tertiary filtration BCE
• Discuss recommendation on recycled water program
• Discuss recommendation on tertiary filtration tech
  • PREP – Review DRC Briefing #15

Matt Gregg

8:00 AM  Sidestream Phosphorus Treatment BCE
• Provide overview of sidestream treatment BCE
• Discuss recommendation for sidestream treatment
  • PREP – Review DRC Briefing #16

Matt Gregg

8:20 AM  Project Packaging and Delivery Recommendations
• Summarize feedback from survey during DRC #4
• Discuss recommendations on project packaging and delivery for Phase II upgrades
  • PREP – Review DRC Briefings #17 and #18

Matt Gregg, Leofwin Clark
(Brown and Caldwell)

8:55 AM  Thank you and next steps
• Next meeting – February 21, 2019
• Disinfection BCE Recommendation
• Primary Sludge Thickening BCE Recommendation

Elizabeth Spaulding
The Issue

The proposed Phase II Upgrades of the Nampa WWTP require additional aeration air to provide the necessary oxygen to the biological process. The Nampa WWTP currently has five multistage centrifugal (MSC) blowers used for providing air to the existing aeration basins with one of those blowers serving as a redundant unit. They are each rated for 6,250 standard cubic feet per minute (SCFM). The theoretical capacity of four blowers in operation simultaneously is approximately 25,000 SCFM.

Background and Analysis

Table 1 summarizes the existing blower capacities and future peak aeration demand, which is used for the sizing and evaluation of the blower expansion alternatives.

<table>
<thead>
<tr>
<th>Operating Regime</th>
<th>Influent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing theoretical blower capacity, SCFM ¹</td>
<td>25,000</td>
</tr>
<tr>
<td>Existing aeration demand, SCFM ²</td>
<td>5,000 to 12,000</td>
</tr>
<tr>
<td>2040 annual average air demand, SCFM</td>
<td>24,375</td>
</tr>
<tr>
<td>2040 peak air demand, SCFM</td>
<td>48,750</td>
</tr>
<tr>
<td>‘Build-out’ peak air demand, SCFM</td>
<td>~61,000</td>
</tr>
</tbody>
</table>

¹ Theoretical capacity of existing blowers assumed to equal 6,250 SCFM x 4 duty blowers.
² Plant staff indicate existing blowers are typically limited to a capacity of ~12,000 SCFM with two blowers in operation due to surge concerns, pipe rupture, and diffuser blow-out risk. Higher flows may be achievable.

The alternatives considered as part of this evaluation are described in the following list, and process flow diagrams for each configuration are provided in Figures 1 through 5.

**Alternative 1—Existing Blower Building:** Alternative 1 is based on retaining the existing blower building and replacing the undersized blowers with new blowers sized to accommodate future demand. The proposed blower configuration consists of six 700-hp units each rated at 9,750 SCFM. Only four of the six proposed blowers would fit within the existing footprint of the blower room. Since the proposed blowers are unable to fit within the existing blower room, it was determined that Alternative 1 is not able to meet future design flows and is therefore a fatally flawed alternative.

**Alternative 2—Existing Blower Building & BFP Room Expansion:** Alternative 2 is based on retaining the five existing blowers to provide a portion of the future aeration demand and repurposing the soon-to-be abandoned Belt Filter Press (BFP) Room to accommodate the installation of two new blowers to supplement the existing blower capacity. The proposed blowers in the BFP room consist of two 800-hp units each rated at 12,000 SCFM. The size of these blowers would require extensive modifications to the existing structure, which the Preliminary Design Technical Team concluded were not feasible. Therefore, this alternative is considered fatally flawed.

**Alternative 3—Existing Blower Building and New Blower Building:** Alternative 3 is based on retaining the five existing blowers to provide a portion of the demand and constructing a new blower building for the installation of three new blowers to supplement the existing blower capacity. The proposed blowers in the new...
Aeration Blowers Approach Recommendation

The new blower building associated with Alternative 3 is approximately 6,200 square feet (ft²) and would be located at the northeast end of the plant adjacent to the proposed Aeration Basin No. 4. The reliance on aging infrastructure, risk of existing blower failure, and complexity of running multiple blower systems resulted in the Preliminary Design Technical Team concluding Alternative 3 not being viable for further evaluation.

**Alternative 4—New Blower Building:** Alternative 4 is based on abandoning the existing blowers and building and constructing a new blower building for the installation of six new blowers to meet the entire aeration demand. The proposed blowers in the new blower building consist of six 700-hp units each rated at 9,750 SCFM. The new blower building associated with Alternative 4 is approximately 8,600 ft² and would be located at the northeast end of the plant adjacent to the proposed Aeration Basin No. 4. Alternative 4 presents a more reliable and less complex approach to providing aeration capacity for the secondary treatment process and is therefore recommended for further evaluation.

**Alternative 5—New Blower Building (Phased Blower Installation):** Alternative 5 is based on retaining the five existing blowers to provide a portion of the near-term demand and constructing a new blower building for the phased installation of six new blowers to supplement the existing blower capacity. The proposed blowers in the new blower building consist of six 700-hp units each rated at 9,750 SCFM. The existing blowers will be phased out as they become non-operational or are unable to meet increasing demand. Similar to Alternative 4, the new blower building associated with Alternative 5 is approximately 8,600 ft² and would be located at the northeast end of the plant adjacent to the proposed Aeration Basin No. 4. Alternative 5 presents a feasible approach to providing aeration capacity for the secondary treatment process and is therefore recommended for further evaluation.

Capital costs, operating and maintenance (O&M) costs, and repair and replacement (R&R) costs were estimated for Alternatives 4 and 5. Life cycle costs were used to determine the net present value (NPV) for each alternative.

The incremental cost associated with phased blower installations for Alternative 5 results in a higher NPV given the cost for present-day construction is generally less expensive than for future construction. The operating costs associated with Alternative 5 considers additional staffing needed to operate two separate blower systems. Alternative 5 takes into account the repair and replacement of infrastructure for both the existing blower building and the new system together, resulting in higher operating costs.

Table 2 presents the results of the blower expansion BCE. The BCE results indicated Alternative 4 has the lowest cost of asset ownership driven by lower capital and operating costs as compared to Alternative 5.

<table>
<thead>
<tr>
<th>Alternative</th>
<th>Capital</th>
<th>O&amp;M</th>
<th>Risks</th>
<th>R&amp;R</th>
<th>NPV</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternative 4: New Blower Building</td>
<td>$12,516,000</td>
<td>$6,523,000</td>
<td>$0</td>
<td>$6,838,000</td>
<td>($27,926,000)</td>
</tr>
<tr>
<td>Alternative 5: New Blower Building (Phased Implementation)</td>
<td>$12,666,000</td>
<td>$7,148,000</td>
<td>$32,000</td>
<td>$10,268,000</td>
<td>($32,964,000)</td>
</tr>
</tbody>
</table>

1Cells highlighted in green indicate the lowest cost alternative for the conditions shown.
2Total costs are shown in 2018 dollars, represent the period 2021 through 2040, and are rounded to the nearest $1,000.

**Potential Consequences**

The Design Review Committee should be aware of the potential consequences of each alternative that may not be readily apparent from the BCE results. The primary consequences from this evaluation are described in further detail below:
• **Near-Term Capital Costs:** While the overall capital costs for Alternatives 4 and 5 are similar, the timing of the expenditures varies between the two alternatives. The capital costs for Alternative 4, $12.5M in 2018 dollars, would all be incurred between now and 2025. However, in Alternative 5, only $9.2M (2018 dollars) would be spent in this same time. The additional capital for Alternative 5, $3.5M (2018 dollars), would be invested between 2026 and 2040.

• **Just-in-Time Asset Replacement:** The Alternative 5 approach for blower expansion uses the remaining life of the existing blowers for a portion of the near-term demand but ultimately relies on all new blowers to meet future capacity. This approach supports a just-in-time asset replacement approach, which is why capital costs are delayed until after 2025. However, this approach does increase the risks associated with Alternative 5 as compared to Alternative 4 due to reliance on aged infrastructure in the near-term and complications due to operating two blower systems. This option requires operating and controlling two blower systems before the existing units are completely abandoned, so is more complex than Alternative 4 from that regard.

**Recommendation**

The Preliminary Design Technical Team recommends moving forward with Alternative 4—New Blower Building. This recommendation is consistent with the results of the BCE process as presented in Table 2. Alternative 4 represents the lowest capital and operating cost due to having a single blower system, whereas Alternative 5 results in higher operating and maintenance costs due to having two separate blower systems in operation.
Figure 1. Process flow diagram—Alternative 1

Figure 2. Process flow diagram—Alternative 2
Figure 3. Process flow diagram—Alternative 3

Figure 4. Process flow diagram—Alternative 4
Figure 5. Process flow diagram—Alternative 5
The Issue

Tertiary treatment is a common process used in low-level nutrient removal and recycled water applications. The Nampa Wastewater Treatment Plant (WWTP) will implement this final filtration step to remove suspended solids and particulate phosphorus to very low levels. The Preliminary Design Technical Team (Technical Team) has performed a Business Case Evaluation (BCE) to identify the recommended technology for tertiary treatment. The analyses include consideration of outstanding unknown conditions: the timing of recycled water discharge and the final reuse permit limits for total phosphorus (TP). The Technical Team is requesting the DRC to confirm the recommended technology selections and timing for the recycled water program given two potential effluent TP limits.

Background and Analyses

The selection of the tertiary treatment technology is heavily dependent on the effluent TP limit for the Nampa WWTP. As a conservative assumption, the Facility Plan assumed that an effluent TP limit of 0.1 mg/L (15 pounds per day of TP) would be required during the summer (see DRC Briefing #3). However, the City is actively negotiating the reuse permit for discharge to Phyllis Canal with the Idaho Department of Environmental Quality (IDEQ). The City has proposed that effluent TP limits of greater than equal to 0.35 mg/L would be sufficient to protect the uses of Phyllis Canal. If IDEQ accepts this limit, the Nampa WWTP would have an effective TP limit of 0.35 mg/L year-round (summer limit of 0.35 mg/L from the reuse permit and winter limit of 0.35 mg/L from the NPDES permit). Assuming the City is successful in the negotiation of the 0.35 mg/L effluent TP limit, the cost savings from this could only be realized by accelerating the recycled water program (see DRC Briefing #11).

Understanding the potential impacts of the effluent TP limit, the Technical Team evaluated the preferred approach to tertiary treatment assuming both potential effluent TP limits (i.e. 0.1 mg/L and 0.35 mg/L). The Tertiary Treatment BCE considered the following alternatives (see Figures 3 to 6 for process configurations):

<table>
<thead>
<tr>
<th>Alternative Name</th>
<th>Description</th>
<th>Target TP Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternative 1: Membranes</td>
<td>“Base case” alternative assumed in the Facility Plan</td>
<td>0.1 mg/L and 0.35 mg/L</td>
</tr>
<tr>
<td>Alternative 1: Membranes</td>
<td>Small membrane pore size achieves highest effluent quality for total suspended solids, biochemical oxygen demand, and total phosphorus</td>
<td></td>
</tr>
<tr>
<td>Alternative 2: 1-Stage Downflow Sand Filters</td>
<td>Granular media filtration commonly used within the industry</td>
<td>0.35 mg/L</td>
</tr>
<tr>
<td>Alternative 2: 1-Stage Downflow Sand Filters</td>
<td>Water percolates downward through sand bed and exits the bottom of the filter</td>
<td></td>
</tr>
<tr>
<td>Alternative 2B: 2-Stage Downflow Sand Filters</td>
<td>Same technology as Alternative 2</td>
<td>0.1 mg/L</td>
</tr>
<tr>
<td>Alternative 2B: 2-Stage Downflow Sand Filters</td>
<td>Two stages of downflow filters required for desired TP limit of 0.1 mg/L</td>
<td></td>
</tr>
<tr>
<td>Alternative 3: 1-Stage Upflow Sand Filters</td>
<td>Granular media filtration commonly used within the industry</td>
<td>0.35 mg/L</td>
</tr>
<tr>
<td>Alternative 3: 1-Stage Upflow Sand Filters</td>
<td>Water flows upward through sand media while the sand bed moves downward; filtered effluent exits the top of the filter over a weir</td>
<td></td>
</tr>
<tr>
<td>Alternative 3B: 2-Stage Upflow Sand Filters</td>
<td>Same technology as Alternative 3</td>
<td>0.1 mg/L</td>
</tr>
<tr>
<td>Alternative 3B: 2-Stage Upflow Sand Filters</td>
<td>Two stages of upflow filters required for desired TP limit of 0.1 mg/L</td>
<td></td>
</tr>
<tr>
<td>Alternative 4: Cloth Disk Filters</td>
<td>High-density woven fiber or polyester disks used to filter water</td>
<td>0.35 mg/L</td>
</tr>
</tbody>
</table>
Table 1. Tertiary Treatment BCE Alternatives

<table>
<thead>
<tr>
<th>Alternative Name</th>
<th>Description</th>
<th>Target TP Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effluent flows through the discs in an inside-out or outside-in configuration</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Technical Team developed capital costs, operating and maintenance (O&M) costs, and repair and replacement (R&R) costs for each of the alternatives. Capital costs are based on vendor quotes and cost estimates (note: these are Class 4 cost opinions). The O&M costs include labor, chemical, and power consumption projections. Annual repair and replacement (R&R) costs are based on equipment expected life and the equipment’s capital cost. The Technical Team estimated risk and benefit costs for each alternative. These consider various regulatory, technical, or financial consequences (both positive and negative) associated with an alternative.

**BCE Results Based on Effluent TP Limit of 0.1 mg/L**

The first evaluation assumed the City would be required to meet an effluent TP limit of 0.1 mg/L. This could be the result of following the project implementation timeline described in the Facility Plan (see Figure 1) or the reuse permit requiring this limit. Table 2 provides a summary of the Tertiary Treatment BCE results based on achieving an effluent TP limit of 0.1 mg/L. For this condition, Alternative 1 has the lowest total cost of asset ownership. Capital costs, operating costs, and repair and replacement costs were similar between the alternatives evaluated. The recommendation of Alternative 1 is driven primarily by the benefit associated with the reduction in size of the disinfection system that can be realized by implementing tertiary membranes.

![Figure 1. Current timeline and discharge limits for the City's recycled water program.](image)

Table 2. Tertiary Treatment Technology BCE Total Net Present Value Summary

<table>
<thead>
<tr>
<th>Alternative</th>
<th>Capital</th>
<th>O&amp;M</th>
<th>R&amp;R</th>
<th>Risks</th>
<th>Benefits</th>
<th>NPV</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternative 1: Membranes</td>
<td>$40,654,000</td>
<td>$9,276,000</td>
<td>$26,976,000</td>
<td>$1,078,000</td>
<td>$3,154,000</td>
<td>$80,645,000</td>
</tr>
<tr>
<td>Alternative 2B: 2-Stage Downflow Sand Filter</td>
<td>$44,761,000</td>
<td>$9,163,000</td>
<td>$27,443,000</td>
<td>$121,000</td>
<td>-</td>
<td>$87,521,000</td>
</tr>
<tr>
<td>Alternative 3B: 2-Stage Upflow Sand Filter</td>
<td>$40,660,000</td>
<td>$11,811,000</td>
<td>$25,074,000</td>
<td>$129,000</td>
<td>-</td>
<td>$83,573,000</td>
</tr>
</tbody>
</table>

1. Cells highlighted in green indicate the lowest cost alternative for the conditions shown.
2. Total costs are shown in 2018 dollars, represent the period 2021 through 2040, and are rounded to the nearest $1,000.
NPV = net present value.

**BCE Results based on Effluent TP Limit of 0.35 mg/L**

The second evaluation assumed the City would be required to meet an effluent TP limit of 0.35 mg/L. As described previously and shown in Figure 2, this would require the timing of the recycled water program to be accelerated to realize the cost reductions resulting from successful negotiation of the reuse permit. For this condition, Alternative 3 has the lowest total cost of asset ownership (Table 3). Alternative 4 has the lowest capital cost in this analysis followed by Alternatives 2 and 3, which have similar capital costs. However, risks associated with Alternative 4 not meeting the required effluent TP limit result in Alternative 3 having the lowest total cost of asset ownership.

**Figure 2. Accelerated timeline and discharge limits for the City’s recycled water program.**

![Figure 2](image)

**Table 3. Tertiary Treatment Technology BCE Total Net Present Value Summary**

<table>
<thead>
<tr>
<th>Alternative</th>
<th>Capital</th>
<th>O&amp;M</th>
<th>R&amp;R</th>
<th>Risks</th>
<th>Benefits</th>
<th>NPV</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternative 1: Membranes</td>
<td>$40,654,000</td>
<td>$9,276,000</td>
<td>$26,977,000</td>
<td>$1,078,000</td>
<td>$3,155,000</td>
<td>$80,645,000</td>
</tr>
<tr>
<td>Alternative 2: Downflow Sand Filter</td>
<td>$23,982,000</td>
<td>$6,406,000</td>
<td>$14,630,000</td>
<td>$17,059,000</td>
<td>-</td>
<td>$67,389,000</td>
</tr>
<tr>
<td>Alternative 3: Upflow Sand Filter</td>
<td>$22,466,000</td>
<td>$8,788,000</td>
<td>$13,802,000</td>
<td>$15,200,000</td>
<td>-</td>
<td>$65,481,000</td>
</tr>
<tr>
<td>Alternative 4: Cloth Disc Filters</td>
<td>$16,220,000</td>
<td>$6,961,000</td>
<td>$11,009,000</td>
<td>$30,455,000</td>
<td>-</td>
<td>$70,713,000</td>
</tr>
</tbody>
</table>

1. Cells highlighted in green indicate the lowest cost alternative for the conditions shown (recycled water discharge beginning in 2026).
2. Total costs are shown in 2018 dollars, represent the period 2021 through 2040, and are rounded to the nearest $1,000.

**NPV = net present value.**

**Potential Consequences**

Table 2 and Table 3 illustrate the different selections the City can make for tertiary treatment. The Technical Team is providing the DRC with specific considerations related to this selection:

- **Shift of Recycled Water Program Costs to Phase II:** Producing and distributing Class A recycled water will require the inclusion of several projects in the Phase II Upgrades (completed by 2026) that the City originally planned to be completed as part of the Phase III Upgrades (completed by 2031). This would include the recycled water pump station and distribution pipeline as well as the internal mixed liquor recycle (IMLR) pumps. Using the Facility Plan cost estimates, these projects have an estimated capital cost of $11.9M (2017 dollars). However, the by accelerating the timeline the City could save approximately $15.0M (2018 dollars) in capital costs associated with the tertiary treatment system (the difference in
capital and benefits costs between Alternative 1 and Alternative 3). While this reduces the overall cost of the City’s Wastewater Program, the full extent of the capital cost savings would not be realized until after the Phase II Upgrades.

- **Future Risk of More Stringent TP Limits.** The probability and timing of future, more stringent effluent TP limits is a key consideration in the tertiary treatment decision under the second scenario presented (i.e. designing to an effluent limit of 0.35 mg/L TP). As demonstrated in Table 1, Alternative 1 is the preferred approach to meeting an effluent TP limit of 0.1 mg/L. If the City elects to proceed with designing the Phase II Upgrades to accommodate a higher effluent TP limit (i.e. 0.35 mg/L) there would be the potential for increased capital costs in the future to address a lower future limit. The Technical Team has tested the sensitivity of the recommendation to this factor and has shown that the more likely the lower TP limits are implemented in the near future (i.e. 2026 or 2031), the more favorable Alternative 1 becomes under the second scenario. However, given the relatively small increase in future capital cost and the low likelihood of the lower limits being imposed within the next several permit cycles, the Technical Team recommends proceeding with Alternative 3 for the effluent limit of 0.35 mg/L TP.

- **Final Reuse Permit TP Limits.** The City and IDEQ are in the process of negotiating the reuse permit. The City expects that the final reuse permit application will be submitted in February and a final permit will be issued in the summer of 2019. During this timeframe, the City will gain additional clarity about the reuse permit effluent TP limit. Proceeding with additional design of the tertiary treatment system before this clarity is gained could result in sunk investment in the design should the limit differ from the design assumption.

**Recommendation**

The selection of the preferred tertiary treatment technology is heavily dependent on the effluent TP limit, as shown in the difference in the recommendation between the two scenarios presented in this briefing. *Given this sensitivity, the Technical Team recommends pausing design activities on the tertiary treatment system until additional information is available on the effluent TP limit for the reuse permit.* This will limit the potential for sunk design costs related to this system.

With this recommended pause in design progress, there will be increased pressure on the overall Phase II Upgrades schedule when design resumes on the tertiary treatment system. With the pause in design activities there would be an extension for completion of the preliminary design and a delay to procurement of the final designer for this work. As a means of limiting the potential time delays, the Technical Team is presenting the following tertiary treatment and recycled water program timing recommendations to the DRC:

- **If the reuse permit negotiations are successful (i.e. the effluent TP limit is 0.35 mg/L or higher), the Technical Team recommends accelerating the recycled water program and proceeding with Alternative 3: Upflow Sand Filters. This recommendation would increase the scope of the Phase II Upgrades but result in an overall reduction in capital cost for the Wastewater Program.**

- **If the reuse permit negotiations are unsuccessful (i.e. the effluent TP limit is less than 0.35 mg/L), the Technical Team recommends proceeding with Alternative 1: Membranes. This would maintain the current capital cost assumptions from the Facility Plan and completion of the Phase III Upgrades between 2026 and 2031 which includes the recycled water program.**

Direction on these items will limit the schedule impacts and allow the Technical Team to continue advancing with preliminary design of Phase II Upgrades for other facilities, excluding disinfection and post aeration processes.
Tertiary Treatment Business Case Evaluation Recommendation

Figure 3. Alternative 1: Tertiary membrane (submerged system) process flow diagram

Figure 4. Alternative 2: Downflow sand filter process flow diagram. Alternative 2B is the same technology but involves 2-stages instead of single-stage filters.

Figure 5. Alternative 3: Upflow sand filter process flow diagram. Alternative 3B is the same technology but involves 2-stages instead of single-stage filters.
Figure 6. Alternative 4: Cloth disk filter process flow diagram
The Issue

The sidestream treatment process serves as means for reducing phosphorus and nitrogen as well as preventing struvite buildup in key processes of a wastewater treatment plant (WWTP). Struvite is a nuisance byproduct of the solids digestion process that forms through chemical reactions of magnesium, ammonium, and phosphate to produce hardened crystals. The configuration and performance of the sidestream treatment process is integral in achieving the required effluent discharge requirements for the Nampa WWTP. The Preliminary Design Technical Team conducted a business case evaluation (BCE) on the preferred sidestream treatment process. That analysis is described in this briefing.

Background and Analysis

Sidestream treatment reduces the operational challenges related to struvite accumulation (e.g. clogged pipes and mechanical equipment failures), reduces the overall nutrient loading to the secondary treatment system thereby reducing the system size, and some technologies provide an opportunity to produce a revenue-generating product. This is a rapidly evolving technology and the various approaches presented below are closely tied to specific technology providers. The technologies evaluated are described below and process flow diagrams were provided in DRC Briefing #12.

- **Alternative 1 - Centrate Precipitation with Harvesting**: Alternative 1 involves installing a sidestream treatment reactor to treat centrate, which is the liquid removed through the solids dewatering process. This is a nutrient-rich stream that comprises approximately 20 to 30 percent of the overall nutrient load for the Nampa WWTP. Alternative 1 generates struvite from the centrate and harvests it for sale through a third-party contract, which is negotiated in conjunction with the equipment process selection. This alternative produces a higher quality (and higher valued) product than other options presented.

- **Alternative 2 - Direct Chemical Addition**: Alternative 2 involves installing an expanded ferric chloride dosing system which is dosed to the process at the primary digesters. This precipitates phosphorus out of the liquid stream and allows it to be disposed of in the biosolids. This approach does not provide a means to recover a product. This alternative involves construction of chemical storage tanks, mixers, and hauling infrastructure. With this alternative, the City would experience increased operations and maintenance to address struvite-related issues such as equipment failures.

- **Alternative 3 - Centrate and WAS Precipitation with Harvesting**: Alternative 3 builds upon Alternative 1. In addition to installing a sidestream treatment reactor similar to Alternative 1, a tank is added to allow release of phosphorus from the waste activated sludge (WAS) stream prior to thickening and digestion. When compared to Alternative 1, this increases phosphorus removal from the system and increases the quantity of product that can be harvested for sale.

- **Alternative 4 - Digested Sludge Precipitation with Harvesting**: Alternative 4 is the installation of sidestream treatment between the primary anaerobic digesters and the sludge dewatering process. This approach reduces the risk of struvite accumulation on the sludge dewatering equipment (i.e. centrifuges). However, because the struvite is recovered from the digested sludge, the struvite product created is lower quality than Alternatives 1 and 3 and, therefore, has a lower potential value.
• **Alternative 5 - Digested Sludge Precipitation without Harvesting**: Alternative 5 is similar to Alternative 4 except the product is not harvested and instead is sequestered in the biosolids which are sent to a landfill. This approach reduces the costs of having to process the product to a marketable quality but does result in a loss of financial benefit from the sale of the product.

Capital costs, operating and maintenance (O&M) costs, and repair and replacement (R&R) costs were estimated for each of the alternatives. Capital costs were developed from vendor quotes and cost estimates for the required investments for each alternative. Alternative 2 had the lowest capital cost while Alternative 3 had the highest capital cost, $1.1 million and $16.9 million respectively. The wide range in capital cost estimates is due to the inclusion of a complex vendor supplied system versus the simple chemical dosing system (Alternative 2). The O&M costs encompass the expected costs associated with labor, power, and chemical usage for each alternative, as well as costs associated with solids handling and struvite maintenance. Each alternative reduces the amount of struvite that could build up in the system, however, each alternative reduces that probability to varying degrees. This varying degree of struvite prevention is captured in the struvite maintenance cost. Alternative 5 has the lowest O&M cost due to low chemical usage, lower labor requirements, and better struvite reduction which leads to lower struvite maintenance costs. R&R costs are a direct reflection of the expected useful life of the capital improvements for each alternative and are largely tied to capital cost estimates.

Risk and benefit costs for each alternative were also developed, such as regulatory, technical, safety, or financial risks/benefits. The primary risks captured in this evaluation are related to process failures or deficiencies, and product production. Alternative 2 has the highest risk cost due to high variability in the process technology, and a risk that the price of ferric chloride will increase over the planning period. Alternatives 1, 3, and 4 all incorporate a benefit cost from the revenue generated by the sale of product.

Table 1 presents the results of the sidestream treatment process BCE. The results indicate that Alternative 5 has the lowest cost of asset ownership driven primarily by lower O&M and risk costs than other alternatives. The cost of asset ownership for Alternative 2 is 0.5 percent greater than Alternative 4, which is well within the margin of error for the cost estimates. Alternative 2 also has a different cash flow between capital and operating costs.

<table>
<thead>
<tr>
<th>Alternative</th>
<th>Description</th>
<th>Capital</th>
<th>Benefit</th>
<th>O&amp;M</th>
<th>Risk</th>
<th>R&amp;R</th>
<th>NPV</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Centrate Precipitation w/ Harvest (Ostara)</td>
<td>$15,072,000</td>
<td>$2,692,000</td>
<td>$8,988,000</td>
<td>$297,000</td>
<td>$1,462,000</td>
<td>($24,661,000)</td>
</tr>
<tr>
<td>2</td>
<td>Direct Chemical Addition</td>
<td>$1,130,000</td>
<td>$0</td>
<td>$14,226,000</td>
<td>$2,815,000</td>
<td>$92,000</td>
<td>($20,259,000)</td>
</tr>
<tr>
<td>3</td>
<td>Centrate and WAS Precipitation w/ Harvest (Ostara)</td>
<td>$16,950,000</td>
<td>$5,083,000</td>
<td>$16,439,000</td>
<td>$427,000</td>
<td>$1,503,000</td>
<td>($32,441,000)</td>
</tr>
<tr>
<td>4</td>
<td>Digested Sludge Precipitation w/ Harvest (AirPrex)</td>
<td>$13,568,000</td>
<td>$422,000</td>
<td>$8,278,000</td>
<td>$564,000</td>
<td>$1,097,000</td>
<td>($24,724,000)</td>
</tr>
<tr>
<td>5</td>
<td>Digested Sludge Precipitation w/ Sequest (AirPrex)</td>
<td>$9,540,000</td>
<td>$0</td>
<td>$8,244,000</td>
<td>$137,000</td>
<td>$799,000</td>
<td>($20,154,000)</td>
</tr>
</tbody>
</table>

1.Cells highlighted in green indicate the lowest cost alternative for the conditions shown (recycled water discharge beginning in 2026).

2.Total costs are shown in 2018 dollars, represent the period 2021 through 2040, and are rounded to the nearest $1,000

NPV = net present value.
Sensitivities to this decision were tested to understand how the preferred alternative may change. This sensitivity analysis showed that Alternative 2 becomes favored over Alternative 5 under several conditions. If capital costs were to increase by only 2% the decision is changed. Alternative 2 also becomes the preferred alternative if O&M costs are 2% lower than those currently assumed.

Potential Consequences

The Design Review Committee should be aware of the potential consequences of each alternative that may not be readily apparent from the BCE results. The primary consequences from this evaluation are described in further detail below:

- **Capital vs. Operating Cost**: Alternatives 1, 3, 4, and 5 require the design and construction of a struvite reactor, which increases their associated capital costs. Conversely, Alternative 2 has limited capital costs but requires more significant on-going operational costs. Alternative 2 would increase the operational needs of the plant in terms of labor, maintenance, and chemical demands.

- **Increasing Chemical Costs**: Alternative 2 accounts for the risk of chemical costs increasing above the assumed inflation rate. Chemical costs are directly tied to commodity markets and it is possible that the cost of chemical associated with Alternative 2 (ferric chloride) will continue to increase beyond what is accounted for as a risk in the current BCE. This sensitivity was tested and showed that ferric cost increases favor Alternative 5 by an increasing margin. The cost of ferric has doubled in the last six years and if it continues to rise at the same rate, Alternatives 1 and 4 will also become preferred alternatives over Alternative 2.

- **Value of Recovered Product**: Alternatives 1, 3, and 4 all provide an opportunity to recover a product that could be marketed and sold. The value of this product varies between the options and the duration of a guaranteed price for the product can also vary. Alternatives 2 and 5 do not include product recovery, although this could be added to Alternative 5 in the future if desired. Based on the assumed value of the harvested product, Alternatives 1, 3, and 4 do not have a positive return on investment (i.e. the revenue does not cover the costs). However, the City may see additional value in recovering this product beyond the potential revenue.

- **Modification Potential**: Alternative 5 does not include equipment for harvesting a revenue-generating product, however, the base technology used is the same to that used in Alternative 4, which does produce a product. Alternative 5 maintains the possibility to install harvesting equipment in the future if the City decides to pursue product sale.

Recommendation

The preferred alternative of the BCE analysis was Alternative 5: Digested Sludge Precipitation, without Harvesting by a slim margin (0.5 percent of the total cost of asset ownership). While this alternative does not directly result in revenue it has lower associated operation and maintenance costs, risk costs, and capital costs than other alternatives. However, the analysis demonstrated that the decision is very sensitive to the cost assumptions with small changes changing the preferred alternative.

The Preliminary Design Technical Team recommends delaying the decision on the sidestream treatment technology so that more detailed cost information can be developed. Project Group B, constructed as part of the Phase I Upgrades and expected to be operational in Spring 2019, include a small ferric dosing system. Using the performance information and operating costs for this system will allow for more detailed estimates for Alternative 2. With this approach, the sidestream treatment facilities would be included as a separate contract package, which is discussed in DRC Briefing #18.
The Issue

The Design Review Committee (DRC) participated in a survey during DRC Meeting #4 designed to solicit feedback on specific aspects of project delivery to inform a delivery method determination. The same survey was administered to the City staff participating in the preliminary design process in December 2018. This briefing summarizes the results of those surveys and uses these results to recommend preferred delivery methods for the Nampa WWTP Phase II Upgrades.

Background and Analysis

Procurement methods and their resulting delivery models take numerous forms. For the Phase II Upgrades the delivery methods under consideration are design-bid-build (DBB), construction manager/general contractor (CM/GC), progressive design-build (PDB), and fixed-price design-build (FPDB). These delivery methods are described in more detail in DRC Briefing #10.

The survey administered to the DRC and City staff is an objective method for evaluating delivery methods. Brown and Caldwell (BC) used an anonymous, interactive polling methodology to force-rank priorities relative to each other during DRC Meeting #4. City staff also provided feedback to the same questions via an electronically-distributed survey. This prioritization process is based on the premise that all identified issues are fundamentally important but that there is a degree of relative importance among them. Internal to each primary issue, the questions within each group were also all considered to be critical, important issues. Similarly, each of these issues is assumed to have a relative importance. Responses were also used to create a relative weighting for the primary issue groups as well as for the questions/issues contained within each group. Based on the responses to the survey, the following list indicates the priorities for the Phase II Upgrades delivery options. The numbers in the parentheses following the category indicate the relative weighting of the group on a scale from 0 to 100.

1. Getting the “best” value (71.1)
2. Clearly defining scope and configuration (67.0)
3. Establishing accountability for performance (59.9)
4. Retaining Nampa control and decision-making (57.9)
5. Getting the “best” price (56.9)

Within these priorities the following aspects of the delivery method carried the most weight within the overall evaluation and recommendation.

1. Considering the entire lifecycle versus just the capital cost
2. Seeing real cost versus just the price
3. Achieving quality and performance
4. Accommodating project complexity during design/construction
5. Focusing on operations to increase lifecycle efficiency
6. Requiring proven solutions to reduce risk
7. Coordinating among other projects and systems
8. Controlling and making design decisions
9. Integrating O&M expertise into the design process*  
*Applicable to new construction projects.

Based on the identified priorities BC developed an assessment of the effectiveness of each delivery model in addressing each identified concern or objective. This assessment accounted for the relative importance of each issue in respect to the favorability (or unfavorability) of each potential delivery model. The output of the assessment ranked each delivery model relative to the others. Figure 1 presents the results of this analysis. Although the survey asked for feedback on new construction and rehabilitation projects, there was little overall variance between the responses; therefore, Figure 1 is applicable to both types of projects.

![Figure 1 - Delivery Method Assessment](image)

The results of the delivery method analysis indicate a preference towards the PDB delivery model for both new construction and rehabilitation projects. This preference is a result of several factors. First, there is an interest in cost transparency and the consideration of life-cycle costs within design and construction decisions. This lends itself towards the CM/GC and PDB delivery models. Second, there is an interest in maintaining input in the design process. This makes the FPDB approach less favorable. Finally, there is also an interest in assigning performance requirements to the designer, which lends itself to a PDB approach. With all of these considerations, the Preliminary Design Technical Team (Technical Team) recommends using the PDB delivery model to deliver the largest, most complex project group of the Phase II Upgrades.

**Potential Consequences**

There are several potential items the DRC should be aware of related to the recommended delivery method.

- **Procurement Approach and Document Preparation:** The City has not used the PDB model for project delivery on any previous projects. Therefore, the procurement approach and documents will need to be prepared to support this delivery method. This will require input from the City Attorney and the Wastewater Program Management Team. Because of the time required to prepare these documents, the use of the PDB model may not be suitable for early project groups (see DRC Briefing #18).
• **State Revolving Fund Coordination:** The Idaho Department of Environmental Quality’s (IDEQ’s) State Revolving Fund loan process is built around the DBB delivery model. As such, many of the required IDEQ approvals are tied to milestones within the DBB delivery. Coordination with IDEQ throughout the procurement and execution process for the PDB delivery will be critical to successful program execution.

• **Market Feedback:** PDB has been shown to align well with the City’s interests based on its advantages and disadvantages. However, the market acceptance of this delivery method has not yet been tested in a robust manner. Therefore, it is recommended that further discussions with potentially interested firms/teams be conducted to understand their perspective on the preferred delivery method. This information can then be used to inform the procurement process for the PDB team.

**Recommendation**

The results of the surveying from the DRC and City staff indicate a preference towards the PDB delivery model. This preference is primarily driven by a desire for cost transparency and an interest in maintaining City input throughout the design process. *Considering these factors, the Technical Team recommends using the PDB delivery method for the largest, most complex project group of the Phase II Upgrades.* Because of the time required to prepare the necessary procurement documents, *the Technical Team recommends that the early, smaller project groups use the more traditional DBB delivery method.* DRC Briefing #18 presents the full recommendation of delivery methods for each project group within the Phase II Upgrades.
Design Review Committee Briefing #18

Subject: Project Packing and Delivery Approach Recommendation
Date: January 11, 2019

The Issue
The City’s approach to project packaging is critical to implementing Phase II Upgrades at the Nampa Wastewater Treatment Plant (WWTP). The Preliminary Design Technical Team (Technical Team) presented project packaging options and conducted a delivery model survey with the Design Review Committee (DRC) during Meeting #4. The Technical Team has prepared a project packaging and delivery model recommendation for the DRC’s review and approval.

Background and Analysis
DRC Briefing #13 described four potential contract packaging options with the number of contract packages ranging from three project groups to five project groups. This briefing discussed the overall considerations for contract packaging for the Phase II Upgrades. As discussed in the previous briefing, the structure of the contract packages directly impacts the organizational commitments, project schedule, and the market acceptance for the Phase II Upgrades.

DRC Briefing #17 describes the results of the delivery approach survey conducted during DRC Meeting #4. The results of this survey as well as feedback from the City staff indicated a strong preference for the progressive design-build delivery model. Therefore, the Technical Team has assumed that the DRC prefers this model for the larger contract package(s) with other models being potentially feasible for smaller, less complex packages.

Based on the input gathered in DRC Meeting #4 related to contract packaging and delivery models the Technical Team recommends proceeding with contract packaging and delivery as described in Table 1 and shown in Figure 1, attached. This recommendation is made for the following reasons:

- **Schedule:** The size and complexity of the contract packages dictates the time needed for design and construction. Larger contract packages, such as Project Group F, will require multiple years to design and construct. In contrast, smaller contract packages, such as Project Group E will have a much shorter schedule with design and construction complete in approximately two years. The recommended approach allows for expedited completion of Project Groups D and E concurrent with the design of the more complex facilities in Project Group F.

- **Site Conflicts:** Multiple contractors working simultaneously on the site increases the risk of site conflicts and associated increased costs. The recommended approach limits the number of contractors onsite during the periods of most intense construction activity (i.e. Project Group F). This reduces the potential for site conflict risks.

- **State Revolving Fund Loan Payback Terms:** The payoff of the State Revolving Fund (SRF) loan, used to fund the majority of the Phase II Upgrades, begins when all of the projects are completed. The rate funding scenarios presented as part of the 2018 bond election assumed payback of the SRF loan began in 2026 after the completion of the Phase II Upgrades. Therefore, there is an interest in executing several of the needed upgrades later in the schedule to align the payback schedule with the current financial model. Project Groups G and H are sequenced to support this approach.

- **Increased Market Acceptance for Project Group F:** Progressive design-build projects attract increased design-builder market interest with increased project size. The approximate contract value for Project Group F is $90.4M (2017 dollars). This project size balances market acceptance with local design-build team’s ability to execute the work.
• **Organizational Commitments:** The amount of management and coordination required by the owner increases with every additional project being done. To the extent possible, the recommended packaging and delivery approach limits the organizational commitments to execute the Phase II Upgrades. The progressive design-build model for Project Group F, which represents the majority of the work, allows for City input while reducing the overall management. Likewise, the schedule for the overall program execution limits the number of simultaneously executed project groups.

**Potential Consequences**

The DRC should be cognizant of the following related to the recommended project packaging and delivery approach:

• **Progressive Design Build Procurement:** The City has not executed a progressive design build project. Therefore, the procurement approach and documents for this delivery method will need to be developed. This will require coordination from City staff, the City Attorney, and the Wastewater Program Management Team.

• **Work Split:** The majority of the Phase II Upgrade spending will be accomplished in Project Group F. This project group represents approximately 80 percent of the overall work to be executed. Therefore, with the recommended approach 80 percent of the overall expenditures for the Phase II Upgrades would be associated with one delivery contract for the selected design-build firm.

**Recommendation**

The Preliminary Design Technical Team recommends proceeding with the contract packaging and delivery approaches described in Table 1 and Figure 1. If the DRC agrees with this recommendation, the Preliminary Design Technical Team will validate this approach with City leadership and the Idaho Department of Environmental Quality.
### Table 1. Overview of Recommended Project Packaging Approach to Phase II Upgrades

<table>
<thead>
<tr>
<th>Project Group Name</th>
<th>Project Group Components</th>
<th>Approximate Package Value</th>
<th>Delivery Model</th>
<th>Approximate Schedule</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PGD</td>
<td>• Primary Digester No.5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
|                    | • Waste Gas Burner (Flare) | $8.8M | Design-Bid-Build | Design: May – Sep 2019  
Bid: Oct – Nov 2019  
Construction: Dec 2019 – Dec 2020 | The City has elected to use the PGC design team for the PGD design given the efficiency gains and project schedule. |
| PGE                | • New Laboratory          | $2.4M | Design-Bid-Build | Procurement: Aug - Sep 2019  
Design: Oct 2019 – Mar 2020  
Bid: Mar – May 2020  
Construction: June 2020 – June 2021 |
| PGF                | • New Aeration Basin No.4 |
|                    | • New Blower Building and Blowers | $90.4M | Progressive Design-Build | Procurement: Late 2019  
Design-Build Execution: 2020 – 2025 |
|                    | • Demo Trickling Filters, Secondary Clarifier |
|                    | • New Tertiary Filtration Pump Station |
|                    | • New Tertiary Filtration |
|                    | • New Final Clarifier No.4 |
|                    | • Replace WAS and RAS Pumps |
|                    | • New Class A UV Disinfection |
|                    | • New Irrigation Reuse Pump Station and Forcemain |
|                    | • New Industrial Reuse Pump Station and Forcemain |
|                    | • New Internal Mixed Liquor Recycle Pumps |
|                    | • Replace Final Clarifier Mechanisms |
|                    | • Replace Post Aeration Basin Structure and Blower |
|                    | • New Digested Sludge Storage Tank |
|                    | • Solids Facility Expansion |
|                    | • MCC Replacements |
| PGG                | • Primary Clarifier 1 Structure, Mechanism, and Sludge Pump Repair |
|                    | • Repairs for Headworks Facility | $3.9M | To Be Determined | Design: 2023  
Construction: 2024-2025 | Schedule is set by SRF loan repayment terms. |
| PGH                | • New Sidestream Treatment Facility | $8.4M | To Be Determined | Design: 2023  
Construction: 2024-2025 | PGH could be accelerated or added to PGF. |

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1 All costs are presented in unescalated 2017 dollars.
2 Contract values are based on Facility Plan cost estimates and include design and construction related costs. These estimates have a range of -30% to +50%, which is not reflected.
3 Approximate Contract Values do not include Programmatic Contingency.
4 Inclusion of scope items depends on decision to accelerate Recycled Water Program
Facilities Development, as part the Department of Building Safety and Facilities Development, is charged with maintaining and improving City property. In the interest of transparency and greater communication the Facilities Management Superintendent, Brian Foster, will provide an update on projects that will be coming to the City Council for approval in the near future.

Currently Facilities Development is managing 44 projects for FY19. Brian Foster will be updating the Council on eight upcoming projects that exceed the $25,000 threshold and will be scheduled on upcoming agendas.

The project list is coordinated with appropriate departments and funding sources have been identified through the FY19 budget.

During FY18 Facilities Development completed 83 projects, 14 of those projects were equal to or greater than $25,000. The remaining 69 projects were less than $25,000.

Preventative maintenance and unplanned repairs and tasks of a smaller dollar value are taken care of through work orders. The Facilities Division has completed 573 work orders year to date for FY 2019. For the same period in FY 2018 the Facilities Division completed a total of 444 work orders.
<table>
<thead>
<tr>
<th>Proj.#</th>
<th>Project</th>
<th>Category/Type</th>
<th>Status</th>
<th>Scope of Work</th>
<th>Anticipated Start Date</th>
<th>Funding Source</th>
<th>Project Budget</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>19-020</td>
<td>Fire Station #1 Boiler Upgrade</td>
<td>Capital Renewal</td>
<td>Construction</td>
<td>Replace failing boiler</td>
<td>Spring</td>
<td>Fire</td>
<td>$52,000.00</td>
<td>Will be on Council agenda to award contract 2/4</td>
</tr>
<tr>
<td>19-010</td>
<td>Fire Station #2 TI</td>
<td>Tenant Improvement</td>
<td>Design</td>
<td>Remodel bedrooms and kitchen</td>
<td>Spring</td>
<td>Fire/Impact Fees</td>
<td>$35,000.00</td>
<td>Received approval to proceed on 1/16. JGT preparing a proposal</td>
</tr>
<tr>
<td>19-024</td>
<td>NRC Mezzanine Flooring Replacement</td>
<td>Capital Renewal</td>
<td>Assessment</td>
<td>Replace carpet</td>
<td>Summer</td>
<td>NRC</td>
<td>$80,000.00</td>
<td>Planned for summer 2019</td>
</tr>
<tr>
<td>19-006</td>
<td>Waterworks Truck Shed Heat</td>
<td>Capital Improvement</td>
<td>Construction Procurement</td>
<td>Install gas heaters in the truck shed</td>
<td>Spring</td>
<td>Waterworks</td>
<td>$39,902.00</td>
<td>Will be on Council agenda to award contract 2/4</td>
</tr>
<tr>
<td>19-002</td>
<td>HNPSB Parking Deck Repair &amp; Seal Phase 2</td>
<td>Capital Improvement</td>
<td>Design</td>
<td>Top deck repairs. Go as far as budget allows.</td>
<td>Late Spring</td>
<td>Facilities</td>
<td>$240,000.00</td>
<td>Signed KPFF proposal on 12/19</td>
</tr>
<tr>
<td>19-003</td>
<td>HNPSB Evidence Processing and Storage</td>
<td>Capital Improvement</td>
<td>Design</td>
<td>Modify large evidence storage space to meet growth needs</td>
<td>Summer</td>
<td>Impact fees/NPD</td>
<td>$140,000.00</td>
<td>Predesign meeting on 1/11</td>
</tr>
<tr>
<td>19-026</td>
<td>FJC Roof, HVAC, Electric</td>
<td>Capital Improvement</td>
<td>Design</td>
<td>Roof Replacement, Wall Panel Replacement, Electrical Work, Mechanical Work</td>
<td>Summer</td>
<td>FJC</td>
<td>$430,530.00</td>
<td>Waiting for environmental clearance from HUD.</td>
</tr>
<tr>
<td>19-001</td>
<td>City Hall Chiller Replacement</td>
<td>Capital Renewal</td>
<td>Construction Procurement</td>
<td>Replace the chiller water system including chiller, condenser, etc.</td>
<td>Late Spring</td>
<td>Facilities</td>
<td>$215,000.00</td>
<td>Bid Opening on 2/26</td>
</tr>
</tbody>
</table>
FY18 and FY19 Project Totals

FY19 Active Projects $25,000 and over: 83
FY19 Active Projects $0 - $25,000: 17
FY19 Completed Projects $0 - $25,000: 8
FY19 Completed Projects Greater than $25,000: 12
FY19 Upcoming Projects $25,000 and over: 17
FY19 Upcoming Projects $0 - $25,000: 8
FY19 Upcoming Projects Greater than $25,000: 12
FY18 Less than $25,000: 69
FY18 Greater than $25,000: 14
Work Orders Completed October 2018 - January 2019

<table>
<thead>
<tr>
<th>Work Order Type</th>
<th>Work Orders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appliance - Corrective/Repair</td>
<td>6</td>
</tr>
<tr>
<td>Appliance - Installation/Upgrade</td>
<td>1</td>
</tr>
<tr>
<td>Building - Corrective/Repair</td>
<td>30</td>
</tr>
<tr>
<td>Building - Installation/Upgrade</td>
<td>22</td>
</tr>
<tr>
<td>Building - Preventative</td>
<td>8</td>
</tr>
<tr>
<td>Disaster Cleanup</td>
<td>1</td>
</tr>
<tr>
<td>Electrical - Corrective/Repair</td>
<td>61</td>
</tr>
<tr>
<td>Electrical - Installation/Upgrade</td>
<td>5</td>
</tr>
<tr>
<td>Electrical - Preventative</td>
<td>4</td>
</tr>
<tr>
<td>Equipment - Corrective/Repair</td>
<td>8</td>
</tr>
<tr>
<td>Equipment - Installation/Upgrade</td>
<td>1</td>
</tr>
<tr>
<td>Equipment - Preventative</td>
<td>73</td>
</tr>
<tr>
<td>Fire and Security</td>
<td>39</td>
</tr>
<tr>
<td>HVAC - Corrective/Repair</td>
<td>9</td>
</tr>
<tr>
<td>HVAC - Installation/Upgrade</td>
<td>1</td>
</tr>
<tr>
<td>HVAC - Preventative</td>
<td>9</td>
</tr>
<tr>
<td>Plumbing - Corrective/Repair</td>
<td>47</td>
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<tr>
<td>Plumbing - Installation/Upgrade</td>
<td>3</td>
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<tr>
<td>Plumbing - Preventative</td>
<td>18</td>
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<tr>
<td>Projects (under$25,000)</td>
<td>8</td>
</tr>
<tr>
<td>Service Requests</td>
<td>219</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>573</strong></td>
</tr>
</tbody>
</table>

![Pie chart showing the distribution of work orders by type]
### Work Orders Completed October 2017 - January 2018

<table>
<thead>
<tr>
<th>Work Order Type</th>
<th>Work Orders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appliance – Corrective/Repair</td>
<td>5</td>
</tr>
<tr>
<td>Appliance – Preventative</td>
<td>1</td>
</tr>
<tr>
<td>Building – Corrective/Repair</td>
<td>36</td>
</tr>
<tr>
<td>Building – Preventative</td>
<td>15</td>
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<tr>
<td>Electrical – Corrective/Repair</td>
<td>54</td>
</tr>
<tr>
<td>Equipment – Corrective/Repair</td>
<td>10</td>
</tr>
<tr>
<td>Equipment – Preventative</td>
<td>41</td>
</tr>
<tr>
<td>Fire and Security</td>
<td>31</td>
</tr>
<tr>
<td>HVAC – Corrective/Repair</td>
<td>12</td>
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<tr>
<td>HVAC – Preventative</td>
<td>2</td>
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<tr>
<td>Plumbing – Corrective/Repair</td>
<td>31</td>
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<tr>
<td>Plumbing – Preventative</td>
<td>6</td>
</tr>
<tr>
<td>Projects (under $25,000)</td>
<td>7</td>
</tr>
<tr>
<td>Service Requests</td>
<td>193</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>444</strong></td>
</tr>
</tbody>
</table>
ORDINANCE NO. ___ - 2019

AN ORDINANCE ESTABLISHING AND CREATING LOCAL IMPROVEMENT DISTRICT NO. 166 FOR THE CITY OF NAMPA, CANYON COUNTY, IDAHO, FOR THE PURPOSE OF CONSTRUCTING IMPROVEMENTS TO THE CITY’S SIDEWALKS, PEDESTRIAN RAMPS, DRIVE APPROACHES, CURBS, GUTTERS AND OTHER RELATED STREET IMPROVEMENTS IN THE DISTRICT; PROVIDING THE KIND AND CHARACTER OF THE PROPOSED IMPROVEMENTS; PROVIDING THAT SAID DISTRICT SHALL BE CONSIDERED A MODIFIED DISTRICT PURSUANT TO SECTION 50-1705, IDAHO CODE; DESCRIBING THE BOUNDARIES OF SAID DISTRICT AND THE PROPERTY THEREIN TO BE BENEFITED BY THE IMPROVEMENTS TO BE MADE; PROVIDING FOR THE TOTAL ESTIMATED COSTS AND EXPENSES OF IMPROVEMENTS TO BE LEVIED AND ASSESSED AGAINST THE SAID LOTS AND LANDS TO BE BENEFITED BY SAID IMPROVEMENTS; PROVIDING FOR THE ISSUANCE OF BONDS IN PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS ASSESSED AGAINST THE SAID LOTS AND LANDS; PROVIDING FOR THE APPOINTMENT OF THE CITY ENGINEER TO PREPARE THE NECESSARY PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS HEREBY ORDERED AND THE PREPARATION AND FILING OF AN ASSESSMENT ROLL AND A LOCAL IMPROVEMENT DISTRICT REPORT PURSUANT TO THE PROVISIONS OF SECTION 50-1712, IDAHO CODE; PROVIDING A PROCEDURE FOR THE FILING, CERTIFICATION, NOTICE OF HEARING AND CONFIRMATION OF SAID ASSESSMENT ROLL, AND FOR THE NOTICE AND PAYMENT OF ASSESSMENT INSTALLMENTS SO CONFIRMED; CREATING CERTAIN FUNDS AND DOCKETS; PROVIDING SEPARABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Resolution No. 63-2018 (the “Resolution”) declaring the intention of the City Council (the “Council”) of the City of Nampa, Canyon County, Idaho (the “City”), to create Local Improvement District No. 166 (the “District”), for the purpose of constructing certain improvements to the City’s sidewalks, pedestrian ramps, drive approaches, curbs, gutters and other related street improvements (the “Improvements”) was duly adopted by the Council at its meeting of December 3, 2018, and thereafter approved by the Mayor of the City on said date, and by which Resolution the Council established a protest hearing to be held before it on January 22, 2019, at 7:00 o’clock p.m. at the City Hall, Nampa, Idaho, at which time the Council would proceed to publicly hear and determine any protests filed and made by property owners against the proposed Improvements or the creation of said District; and

WHEREAS, on January 22, 2019, the Council held the public hearing established by the Resolution, notice (both by publication and by mailing to property owners within the District) of said hearing as given by the City Clerk having been approved, ratified and confirmed as being in the manner and form required by Section 50-1708, Idaho Code, to hear protests against the
proposed Improvements and the creation of said District; and certain protests having been received against the proposed Improvements and creation of said District, the Council has now heard and passed upon the protests made against the proposed Improvements and the creation of said District, said protests numbering less than 5% of all property owners within the District, and thereupon by motion duly made, seconded and carried specifically has now ratified and confirmed said Resolution, and in support of such ratification and confirmation, has now made the following findings of fact and conclusions of law:

(a) that notice of the public hearing upon the said Resolution of intent to create said District (by publication of notice in the Idaho Press Tribune and by mailing notice to each property owner within the District) as given by the City Clerk, was given in the manner required by law and is therefore ratified and confirmed;

(b) that the creation of the District will be for the best interests of the property affected and for the best interests of the City;

(c) that there is reasonable probability that the obligations of the District will be paid considering that the value of the property, exclusive of the Improvements herein ordered to be made, is not less than the sum of $10,000,000 and that the estimated cost of the Improvements and related fees and costs is $350,000, including all estimates of construction, engineering, consulting, legal, clerical and financing costs, of which the estimated sum of $50,000 will be paid by the City, and the estimated balance of $300,000 shall be levied upon and assessed against the property owners benefited by the method or manner provided in subparagraph (f) below;

(d) that the market value of the property, such value being determined by the current assessed valuation of such property for ad valorem tax purposes as shown by the records of the Assessor of Canyon County, Idaho, in the amount of at least $10,000,000 is hereby deemed, fixed and established as the actual value of the property (real property and improvements thereon) situated within the boundaries of said proposed District, and that said actual value is determined to be in compliance with, and therefore sufficient to sustain the security for payment of the proposed Improvements, the value of limitations described in Section 50-1711, Idaho Code;

(e) that certain of the special benefits resulting from certain of the proposed Improvements do not accrue to some or all properties abutting the Improvements, but only to a particular individual parcel, requiring the creation of a “modified local improvement district” as provided in Section 50-1705, Idaho Code; and

(f) that the method of assessing each owner of real property within the District is and will be on a benefits derived basis consisting of (1) a linear foot method in proportion to the benefits derived for curb and gutter improvements, (2) a square foot method in proportion to the benefits derived for sidewalk improvements, and (3) on an individual per parcel basis for pedestrian ramps and landscaping work necessary to accommodate the curb, gutter, ramp and/or sidewalk improvements, including, but not limited to, the
removal of trees, shrubs, fences, or sprinkler systems associated with that individual parcel, and any additional special benefits derived by that particular individual parcel.

THE COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, DOES HEREBY ORDAIN as follows:

Section 1. There is hereby established and created Local Improvement District No. 166 for the City of Nampa, Canyon County, Idaho, as and to be considered a “modified district” in accordance with Section 50-1705, Idaho Code, for the purpose of constructing the following described public improvements (the “Improvements”) in the City, within and adjacent to the boundaries of the proposed District, all of which are more specifically described below:

(a) BOUNDARIES: See the description attached hereto as Exhibit “A” and made a part hereof.

(b) IMPROVEMENTS: The construction of sidewalks, pedestrian ramps, drive approaches, curbs, gutters and other related street improvements to serve the property within Local Improvement District No. 166.

(c) ESTIMATED COST: The total estimated cost of said Improvements is $350,000, including all estimates of construction, engineering, consulting, legal, clerical and financing costs, of which the estimated sum of $50,000 will be paid by the City, and the estimated balance of $300,000 shall be paid by assessments upon the property within the District to be benefited by the Improvements in accordance with the benefits derived basis and method outlined below in Section 2(a).

(d) VALUE OF PROPERTY: The Council finds and declares that the value of the property within the District is not less than $10,000,000.00.

Section 2. The total costs and expenses of the Improvements of said District hereby ordered and authorized for the construction of the Improvements and related expenses, and contingencies deemed and considered necessary by the Council, are hereby estimated to be the sum of $350,000, of which the sum of $50,000 is estimated to be paid by the City and the remaining amount, estimated at $300,000, which, together with the interest thereon at the rate provided in the bonds to be issued, shall be paid by each person or entity who is an owner of real property within the boundaries of said District by levying upon and assessing against each owner of such real property within the District on the benefits derived basis and method as outlined in paragraph (a) below in a shared amount of the aforesaid amount of said costs and expenses, incurred for constructing the aforesaid Improvements, with interest on the unpaid principal balance at the rate to be established upon the sale and issuance of bonds as aforesaid, such method of assessment being deemed to be the benefit that each such owner of real property will be assessed in an amount not greater than the real property or its owner will be actually benefited by said Improvements, provided that the total cost (contract price, engineering, consulting, legal services, clerical, advertising, printing, inspection, collecting assessments, interim loan interest, and contingencies) of constructing the Improvements shall be assessed and charged directly to
the property so benefited thereby taking into consideration any prior payments. The benefits derived method of assessment shall be:

(a) The method of assessing each owner of real property within the District will be by (1) a linear foot method in proportion to the benefits derived for curb and gutter improvements, (2) a square foot method in proportion to the benefits derived for sidewalk improvements, and/or (3) on an individual per parcel basis for pedestrian ramps and landscaping work necessary to accommodate the curb, gutter, ramp and/or sidewalk improvements, including, but not limited to, the removal of trees, shrubs, fences, or sprinkler systems associated with that individual parcel, and any additional special benefits derived by that particular individual parcel.

Section 3. The Improvements herein described, designated in Section 1 hereof, are hereby ordered to be made, and the portion of the total costs and expenses of said Improvements as set forth in Section 2 hereof, shall be assessed and levied as described above. If a property owner does not pay his or her proportionate amount of the aforesaid Improvements so assessed and levied in the time provided by Section 50-1715, Idaho Code, such amount shall be paid in not to exceed ten (10) equal annual installments by each property owner, or in any such lesser number of equal annual installments as may be subsequently determined by the Council and required in order to place and sell bonds of the District; and for the purpose of paying the costs and expenses of the aforesaid Improvements separately assessed and levied upon and against the owner of each such parcel of real property included within the boundaries of said District not paid in full in the time provided by Section 50-1715, Idaho Code, bonds of the District shall be issued in the form and manner required by Chapter 17, Title 50, Idaho Code, and shall be according to such terms as the Council may decide and as are permitted by law.

Section 4. Upon the passage and approval of this Ordinance, the Council hereby appoints the City Engineer as the Engineer for said District, and further directs and requires said Engineer to:

(a) to the extent not previously commenced or accomplished, prepare the necessary plans and specifications for the construction of the Improvements herein ordered for approval by the Council in order to call for bids and, upon receipt of bids, thereby award one or more contracts to the lowest responsible bidder for the construction of said public improvements in the manner and form required by Section 50-1710, Idaho Code; and

(b) after the award of a contract as provided in subparagraph (a) above and the construction of the Improvements, prepare and submit a report to the Council (i) showing in detail the total costs and expenses of the Improvements and the dollar amounts payable from assessments and from any other sources, and (ii) containing a form of an assessment roll which shall contain, among other things, the number of each assessment, the name of the owner, if known, a description of each parcel of real property assessed, the amount chargeable to each parcel of real property within the boundaries of said District or its owner according to the method of assessment herein provided, and the total amount of all assessments;
and the Council upon receipt of the Engineer's report, shall (i) cause the Assessment Roll to be filed in the office of the City Clerk for public inspection, (ii) fix a time and place when and where the Council will meet in open session to consider the report and the Assessment Roll and hear all objections to the Assessment Roll, and (iii) direct the City Clerk to give notice of the hearing on said Assessment Roll in the time and manner required by Section 50-1713, Idaho Code.

Section 5. At the time and place appointed for a hearing of objections to said Assessment Roll, or a reasonable time thereafter, the Council shall consider the Engineer's report and the Assessment Roll and hear and determine all objections which have been filed by any party interested (i) to the regularity of the proceedings in making such assessment, (ii) to the correctness of such assessment, and (iii) to the amount levied on any particular parcel of real property or its owner including the benefits accruing thereon, the proportionate share of the total cost of the Improvements to be borne thereby, and the inclusion of any parcel of real property within the boundaries of the said District; and after said hearing the Council shall pass an ordinance confirming said Assessment Roll submitted to it by the Engineer, or as revised and corrected by the Council as a result of hearing objections to said Assessment Roll, in relationship to the benefits accruing thereon as a result of the Improvements ordered to be made.

Section 6. Immediately upon the passage of the ordinance confirming said Assessment Roll, the City Clerk shall (i) file the confirmed Assessment Roll with the City Treasurer, and (ii) file for record with the County Recorder either a certified copy of said Ordinance of Confirmation or a notice containing the date of passage and approval of the Ordinance of Confirmation and a description of the boundaries of the said District. Upon such certification and filing the confirmed Assessment Roll with the Treasurer, the assessments therein shall be due and payable to the Treasurer within thirty (30) days from the date of the passage and approval of the Ordinance of Confirmation, and if any assessment contained therein is not paid in full within said thirty (30) day period, such assessment shall become delinquent and shall be collected in the same manner and with the same penalties and interest added thereto as provided by the pertinent provisions of Chapter 17, Title 50, Idaho Code, the Local Improvement District Code. The Council herein chooses to make assessments unpaid at the end of said thirty (30) day period payable in installments and to issue and sell Local Improvement District Bonds payable from such unpaid installments, and any property owner who has not paid said assessment in full within said thirty (30) day period will be conclusively presumed to have chosen to pay the same in installments. All assessments payable in installments shall be due and payable in the manner and in the time required by the pertinent provisions of Section 50-1715, Idaho Code, provided that if any installment is not paid within twenty (20) days from the date said installment shall become due, the same shall become delinquent and the Treasurer shall add a penalty of two percent (2%) thereto. In addition to any other method of collection as provided in Section 50-1715, Idaho Code, the Council may certify delinquent installments to the tax collector and when so certified, they shall be extended on the tax rolls and collected as are property taxes. Upon the expiration of the aforesaid thirty (30) day period, the owner of any parcel of real property within the boundaries of said District may redeem his property from the liability of the assessments for the aforesaid Improvements by paying all installments of assessments not due with interest at the rate provided in the bonds from the date of the last installment due to one (1) year after the next
interest date of said bonds, and the City Treasurer shall issue a receipt therefor and all sums so paid shall be applied solely to the payment of the costs and expenses of such Improvements and the redemption of the bonds together with interest thereon.

Section 7. Upon the City Clerk certifying and filing the confirmed Assessment Roll with the Treasurer, the City Treasurer shall mail a postcard or letter to each property owner assessed at his or her post office address if known, or if unknown, to the post office in Nampa, Idaho where the Improvements are being made, stating the total amount of the assessment and the substance of the terms of the payment of the assessment as set out in the ordinance confirming said Assessment Roll.

Section 8. There are hereby created the following funds and dockets:

A. LOCAL IMPROVEMENT DISTRICT NO. 166 CONSTRUCTION FUND: The proceeds from the sale of bonds for said District, except accrued interest thereon, and any other monies for payment of the costs of the Improvements, shall be deposited in this fund and held separate and apart from all other funds of the City. The City Treasurer is authorized to pay or reimburse all expenses and costs actually and necessarily incurred in the construction of the Improvements herein ordered to be made from such fund, subject to the auditing procedures established by statutes of the State of Idaho, ordinances of this City and the approval of the Council;

B. LOCAL IMPROVEMENT INSTALLMENT DOCKET NO. 166: The City Treasurer shall prepare such docket before or after the issuance of any bonds herein provided and upon certification of the Assessment Roll to him or her by the City Clerk and in which, under separate headings, all unpaid assessments shall be shown as appears on the Assessment Roll, the number of the assessment, the name of the owner, the description of the property, the amount of the total assessment, the amount and date when due and each annual installment with interest added, and a blank column in which will be marked the date of payment of each annual installment with interest added, and such docket shall stand thereafter as a lien docket for such assessments shown until paid; and

C. INTEREST FUND AND BOND FUND OF LOCAL IMPROVEMENT DISTRICT NO. 166: The City Treasurer shall keep any funds accruing by virtue of the provisions of this Ordinance separate and apart from any other funds of the City, and the amount of any such funds paid on account of installments for interest shall be kept in a fund to be known as Interest Fund of Local Improvement District No. 166 for the City, and the amount of such funds paid on account of installments for the payment of the principal of bonds shall be kept in a fund known as the Bond Fund of Local Improvement District No. 166 for the City; that the amount of such funds shall, from time to time, be deposited in such banks as are designated as depositories of public monies for the funds of the City or invested in the bonds of the City, interest so received on funds so deposited or invested shall be placed to the credit of the fund from which it is earned; and the interest due on bonds issued for the assessment of said District shall be paid out of the
Interest Fund of said District, and the bonds when they are mature shall be paid out of the Bond Fund of said District.

D. The District reserves the right to create a reserve fund, if needed for the sale of the Bonds. The costs of any such reserve fund, and certain additional costs of issuing the bonds of the District and certain additional administrative costs for the District to administer the bonds, may be added to the total amount to be financed through the issuance of bonds. Such costs would be paid for by and assessed upon only those property owners within the District who elect to pay assessments via annual installments.

Section 9. All proceedings heretofore had in connection with the creation of the aforesaid District, the hearings held thereon and the giving of notice of said hearings are hereby, in all respects, ratified, approved and confirmed, and this Ordinance is the final determination of the regularity, validity and correctness of such prior proceedings.

Section 10. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.

Section 11. The provisions of this Ordinance are hereby declared separable, and if any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 12. This Ordinance shall be in full force and effect from and after its passage, approval and publication hereof.

(The remainder of this page intentionally left blank.)
EXHIBIT A

DESCRIPTION OF MODIFIED DISTRICT BOUNDARIES

The boundaries of Local Improvement District No. 166 for the City of Nampa, Canyon County, Idaho (the “District”), shall be as generally described and identified in Schedule A-1 hereto and as further described by the map set forth in Schedule A-2 hereto.
SCHEDULE A-1

BOUNDARY DESCRIPTION

347 WESTWOOD BLVD, NAMPA, ID 83686
Lot 4 Block 5 of Westwood Manor Addition, Book 5 Page 36

1121 W BELKNAP DR, NAMPA, ID 83686
Lot 42 Block 4 of Sands Pointe Number 1, Book 39 Page 29

2049 W CABOT AVE, NAMPA, ID 83686
Lot 2 Block 3 of Owyhee Estates Number 1, Book 33 Page 24

1305 S BONNEVILLE DR, NAMPA, ID 83686
Lot 45 Block 2 of Victory Subdivision Number 5, Book 25 Page 9

339 WESTWOOD BLVD, NAMPA, ID 83686
Lot 2 Block 5 of Westwood Manor Addition, Book 5 Page 36

111 MIDLAND BLVD, NAMPA, ID 83686
A portion of the Northeast Quarter Southeast Quarter, Section 29, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:
Commenc ing at the East Quarter corner of section 29, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and running South 0°55'10" West, 40.00 feet along the Easterly boundary of said Northeast Quarter Southeast Quarter, to a point;
thence North 89°53'20" West 60.28 feet along a line parallel with and 40.00 feet Southerly from the Northerly boundary of the said Northeast Quarter Southeast Quarter, to the TRUE POINT OF BEGINNING;
thence continuing North 89°53'20" West 330.14 feet along a line parallel with and 40.00 feet Southerly from the said Northerly boundary of the Northeast Quarter Southeast Quarter, to a point; thence
South 0°06'40" West 269.80 feet to a point; thence
South 68°34'53" East: 370.02 feet to a point; thence
North 0°55'10" East 384.01 feet along a line parallel with and 40.00 feet Westerly from the said Easterly boundary of the Northeast Quarter Southeast Quarter, to a point of curve; thence
Northwesterly 31.70 feet along a curve to the left having a radius of 20.00 feet, a central angle of 90°48'30", tangents of 20.28 feet, and whose long chord bears North 44°29'05" West 28.48 feet:
to the Point of Beginning.
Containing 2.69 acres, more or less.

247 ELMORE AVE, NAMPA, ID 83651
Lot 89 of Fairview Place Second Subdivision, Book 1A Page 12 1/2

90 S CANYON ST, NAMPA, ID 83651
Lot 3 Block 2 of Heilig's Addition, Book 5 Page 12
90 S STATE ST, NAMPA, ID 83651
Lot 3 Block 2 of Newman’s Resubdivision, Book 6 Page 2

91 S RUSSELL ST, NAMPA, ID 83651
Northerly 45’ of Lot 9 and Southerly 30’ of Lot 10 Block 2 of Heilig’s Addition, Book 5 Page 12

91 S STATE ST, NAMPA, ID 83651
Lot 3 Block 1 of Newman’s Resubdivision, Book 6 Page 2

92 S CANYON ST, NAMPA, ID 83651
Lot 4 Block 2 of Heilig’s Addition, Book 5 Page 12

324 WESTWOOD BLVD, NAMPA, ID 83686
Lot 4 Block 6 of Westwood Manor Addition, Book 5 Page 36

335 W SHERMAN AVE, NAMPA, ID 83686
Lots 1 and 2 Block 18 of Moad’s Addition, Book 3 Page 34

323 W SHERMAN AVE, NAMPA, ID 83686
Lots 5 and 6 Block 18 of Moad’s Addition, Book 3 Page 34

416 S PINE ST, NAMPA, ID 83686
Southerly 13’ of Lot 3 and All of Lot 4 and Northerly 23’ of Lot 5 Block 19 of Giese & Moad’s Subdivision, Book 3 Page 24

336 W SHERIDAN AVE, NAMPA, ID 83686
Lots 19 and 20 Block 18 of Moad’s Addition, Book 3 Page 34

30 S CANYON ST, NAMPA, ID 83687
Southerly 70.37’ of Lot 35 of Fairview Place, Book 1A Page 6 ½

33 S STATE ST, NAMPA, ID 83651
Lot 4 Block 3 of Lloyd Addition, Book 6 Page 18

332 W WASHINGTON AVE, NAMPA, ID 83686
Easterly 37’ of Lot 5 and Westerly 25’ of Lot 6 Block 3 of Moad’s Addition, Book 3 Page 34

328 W WASHINGTON AVE, NAMPA, ID 83686
Easterly 25’ of Lot 6 and All Lot 7 Block 3 of Moad’s Addition, Book 3 Page 34

149 S ROWENA ST, NAMPA, ID 83686
Lot 11 Block 3 of Westwood Manor Addition, Book 5 Page 36

ORDINANCE - PAGE 11
123 S PINE ST, NAMPA, ID 83686  
Lot 9 Block 3 of Giese & Moed's Subdivision, Book 3 Page 24

404 W WASHINGTON AVE, NAMPA, ID 83686  
Lot 6 Block 4 of Moed's Subdivision, Book 5 Page 1

44 S CANYON ST, NAMPA, ID 83651  
Southerly 52' of Lot 59 of Fairview Place, Book 1A Page 6 ½

632 STADIUM ST, NAMPA, ID 83686  
Lot 7 Block 3 Less Street Right of Way of Parson's Resubdivision, Book 2 Page 68

707 S PINE ST, NAMPA, ID 83686  
Lot 13 Block 3 of Parson's Resubdivision, Book 2 Page 68

711 S OLIVE ST, NAMPA, ID 83686  
Lot 15 Block 2 of Parson's Subdivision, Book 3 Page 45

312 LAKE LOWELL AVE, NAMPA, ID 83686  
Southerly ⅓ of Lot 9 Less Street Right of Way and Lot 10 Less Street Right of Way Block 3 of Parson's Resubdivision, Book 2 Page 68

243 LONE STAR RD, NAMPA, ID 83651  
Lot 77 Less Westerly 50' and Westerly 1.565' of Lot 76 of Fairview Place Second Subdivision, Book 1A Page 12 ½

519 W COBBLESTONE PL, NAMPA, ID 83651  
Lot 18 Block 4 of Cobblestone Square Number 1, Book 18 Page 35

236 SHOSHONE AVE, NAMPA, ID 83651  
Easterly ¼ of Lot 91 of Fairview Place Second Subdivision, Book 1A Page 12 ½

224 SHOSHONE AVE, NAMPA, ID 83651  
Lot 93 of Fairview Place Second Subdivision, Book 1A Page 12 ½

239 OYWHEE AVE, NAMPA, ID 83651  
Westerly 43.32' of Lot 58 of Fairview Place Second Subdivision, Book 1A Page 12 ½

220 BLAINE AVE, NAMPA, ID 83651  
Easterly ¼ of Lot 63 of Fairview Place Second Subdivision, Book 1A Page 12 ½

216 BLAINE AVE, NAMPA, ID 83651  
Westerly ¼ of Lot 64 of Fairview Place Second Subdivision, Book 1A Page 12 ½

204 BLAINE AVE, NAMPA, ID 83651  
Southerly 71' of Lot 65 Fairview Place Second Subdivision, Book 1A Page 12 ½

ORDINANCE - PAGE 12
248 BLAINE AVE, NAMPA, ID 83651
Southerly 62° of Lot 60 of Fairview Place Second Subdivision, Book 1A Page 12 ½

203 BLAINE AVE, NAMPA, ID 83651
Northerly ½ of Lot 1 Block 2 of Roosevelt Addition, Book 3 Page 15

236 MEFFAN AVE, NAMPA, ID 83651
Lot 16 Block 2 of Roosevelt Addition, Book 3 Page 15

228 MEFFAN AVE, NAMPA, ID 83651
Lots 18 and 19 Block 2 of Roosevelt Addition, Book 3 Page 15

139 MEFFAN AVE, NAMPA, ID 83687
Lot 3 and Easterly ½ of Lot 4 Block 4 of Roosevelt Addition, Book 3 Page 15

80 S CANYON ST, NAMPA, ID 83651
The portion of the Southeast Quarter of the Northeast Quarter of Section 28, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows: COMMENCING at the Southwest corner of said Southeast Quarter of the Northeast Quarter of Section 28 and bearing North 463.6 feet along the West boundary of the aforesaid Southeast Quarter of the Northeast Quarter; thence East 30 feet to a point on the East boundary of Canyon Street and the REAL POINT OF BEGINNING; thence continuing East 140 feet; thence North 52.7 feet; thence North 70°50′ West 148.24 feet more or less to the said East boundary of Canyon Street; thence South 101.37 feet more or less along the East boundary of Canyon Street to the REAL POINT OF BEGINNING.

86 S RUSSELL ST, NAMPA, ID 83651
Commencing at the Southwest corner of Lot 1 in Block 1 of HEILIG’S ADDITION to Nampa, Canyon County, Idaho, according to the plat filed in Book 5 of Plats, Page 12, as shown and designated on the official plat on file and of record in the office of the Recorder of Canyon County, Idaho and bearing North 60 feet along the West boundary of the aforesaid Lot 1 to the REAL POINT OF BEGINNING;

thence North 89 feet, Northeast 41.9 feet on a curve to the left with a radius of 40 feet and North 12.6 feet, along the West and Northwest boundary of the aforesaid Lot1;

thence South 46°50′ East 68.6 feet along the Northeast boundary of the aforesaid Lot 1;

thence South 89.3 feet;

thence West 70 feet on a line 60 feet North and parallel to the South boundary of the aforesaid Lot 1 to the REAL POINT OF BEGINNING. And Adjacent Vacated Alley.

85 S RUSSELL ST, NAMPA, ID 83651
Northerly 11.3′ of Lot 11 and All of Lot 12 and Southerly 12′ of Lot 13 Block 2 of Heilig’s Addition, Book 5 Page 12

86 S CANYON ST, NAMPA, ID 83651
Lot 2 Block 2 of Heilig’s Addition, Book 5 Page 12

ORDINANCE - PAGE 13
96 S RUSSELL ST, NAMPA, ID 83651
Lot 3 Block 1 of Heilig's Addition, Book 5 Page 12

304 W ROOSEVELT AVE, NAMPA, ID 83686
Lot 4 in Block 1 of Heilig's Addition to Nampa, according to the official plat thereof, filed in Book 5 of Plats at Page 12, records of Canyon County Idaho.
also including:
A portion of Lot 5 in Block 1 of Heilig's Addition to Nampa, according to the official plat thereof filed in Book 5 of Plats at Page 12, records of Canyon County, Idaho, more particularly described as follows:
Beginning at a point at the Northwest corner of Lot 4 in Block 1 of Heilig's Addition to Nampa, Idaho and extending North and parallel with Russell Street a distance of 30 feet; thence East 20 feet; thence South 30 feet; thence West 20 feet to the Point of Beginning.

98 S CANYON ST, NAMPA, ID 83651
Lot 6 Block 2 of Heilig's Addition, Book 5 Page 12

523 W ROOSEVELT AVE, NAMPA, ID 83686
Lot 2 Block 3 of Westwood Manor Addition, Book 5 Page 36

108 S CANYON ST, NAMPA, ID 83686
Lots A and 1 and 2 Block 3 of Moad's Addition, Book 3 Page 34

111 S PINE ST, NAMPA, ID 83686
Lot 12 Block 3 of Giese & Moad's Subdivision, Book 3 Page 24

119 S PINE ST, NAMPA, ID 83686
Lot 10 Block 3 of Giese & Moad's Subdivision, Book 3 Page 24

423 W WASHINGTON AVE, NAMPA, ID 83686
Lot 6 Block 7 of Moad's Subdivision, Book 5 Page 1

415 W WASHINGTON AVE, NAMPA, ID 83686
Lot 4 Block 7 of Moad's Subdivision, Book 5 Page 1

203 S CANYON ST, NAMPA, ID 83686
Lot 1 Block 7 of Moad's Subdivision, Book 5 Page 1

211 S CANYON ST, NAMPA, ID 83686
Lot 2 Block 7 of Moad's Subdivision, Book 5 Page 1

432 W LINCOLN AVE, NAMPA, ID 83686
All of Lot 9 and Westerly 10' of Lot 10 Block 7 of Moad's Subdivision, Book 5 Page 1

ORDINANCE - PAGE 14
416 W LINCOLN AVE, NAMPA, ID 83686
Easterly 20’ of Lot 12 and All Lot 13 Block 7 of Moad’s Subdivision, Book 5 Page 1

308 W LINCOLN AVE, NAMPA, ID 83686
Lots 11 and 12 Block 8 of Moad’s Addition, Book 3 Page 34

223 S STATE ST, NAMPA, ID 83686
All Lot 6 and Northerly 20’ of Lot 7 Block 6 of Moad’s Subdivision, Book 5 Page 1

243 WESTWOOD BLVD, NAMPA, ID 83686
Lot 9 Block 2 of Westwood Manor Addition, Book 5 Page 36

227 S STATE ST, NAMPA, ID 83686
Southerly 30’ of Lot 7 Block 6 and Northerly 40’ of Lot 1 Block 15 of Moad’s Subdivision, Book 5 Page 1

307 S STATE ST, NAMPA, ID 83686
Southerly 10’ of Lot 1 and All of Lot 2 and Northerly 45’ of Lot 3 Block 15 of Moad’s Subdivision, Book 5 Page 1

411 W LINCOLN AVE, NAMPA, ID 83686
Westerly 5’ of Lots 1 and 2 and All of Lot 3 and Easterly 45’ of Lot 4 Block 14 of Moad’s Subdivision, Book 5 Page 1

335 W LINCOLN AVE, NAMPA, ID 83686
Lots 1 and 2 Block 13 of Moad’s Addition, Book 3 Page 34

319 W LINCOLN AVE, NAMPA, ID 83686
Easterly 35’ of Lot 6 and Westerly 40’ of Lot 7 Block 13 of Moad’s Addition, Book 3 Page 34

320 W SHERIDAN AVE, NAMPA, ID 83686
Westerly 20’ of Lot 14 and Lots 15 and 16 Block 18 of Moad’s Addition, Book 3 Page 34

312 W SHERIDAN AVE, NAMPA, ID 83686
Westerly 40’ of Lot 12 and All of Lot 13 and Easterly 30’ of Lot 14 Block 18 of Moad’s Addition, Book 3 Page 34

339 W SHERIDAN AVE, NAMPA, ID 83686
Lot 1 and Westerly 25’ of Lot 2 Block 23 of Moad’s Addition, Book 3 Page 34

311 W SHERIDAN AVE, NAMPA, ID 83686
Easterly 10’ of Lot 7 and All of Lot 8 and Westerly 30’ of Lot 9 Block 23 of Moad’s Addition, Book 3 Page 34
505 S PINE ST, NAMPA, ID 83686
Easterly 20’ of Lot 9 and All of Lot 10 Block 23 of Moad’s Addition, Book 3 Page 34

508 S PINE ST, NAMPA, ID 83686
Southerly 35’ of Lot 2 and 35’ of Lot 3 Block 22 of Giese & Moad’s Subdivision, Book 3 Page 24

511 S OLIVE ST, NAMPA, ID 83686
Northerly 3’ of Lot 9 and All of Lot 10 and Southerly 30’ of Lot 11 Block 22 of Giese & Moad’s Subdivision, Book 3 Page 24

515 S STATE ST, NAMPA, ID 83686
Southerly 27’ of Lot 3 and All of Lot 4 and Northerly 23’ of Lot 5 Block 25 of Moad’s Subdivision, Book 5 Page 1

527 S CANYON ST, NAMPA, ID 83686
Beginning at the Southeast corner of Lot 3, Block 24 of MOAD’S SUBDIVISION, Canyon County, Idaho, according to the plat filed in Book 2 of plats at Page 8 ½, records of said County; thence running North along the East boundary line of the above said Lot 3, 140.5 feet; thence running West 130 feet; thence running South 140.5 feet to the south line of the above said Lot 3; thence running East along the South line of the above said Lot 3, 130 feet to the Point of Beginning.

524 S STATE ST, NAMPA, ID 83686
Southerly 105’ of Lot 4 Block 24 of Moad’s Subdivision, Book 5 Page 1

524 S OLIVE ST, NAMPA, ID 83686
All of Block 21 of Giese and Moad’s Subdivision in the Southeast Quarter of Section 28, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, save and except therefrom Lots 2, 3 and 4 and the North 16 feet of Lot 5, of said Block 21, and further excepting therefrom that portion of Lots 5 and 6 of said Block 21, which was conveyed to H. E. King and Jean B. King, husband and wife, by deed recorded in the records of Canyon County, Idaho, as document #527079.

211 W DEWEY AVE, NAMPA, ID 83686
Westerly 55’ of Northerly ½ of Lot 23 and Westerly 55’ of Lot 24 Block 2 of Parson’s Subdivision, Book 3 Page 45

608 STADIUM ST, NAMPA, ID 83686
Lot 2 Block 3 Less Street Right of Way of Parson’s Resubdivision, Book 2 Page 68

616 S PINE ST, NAMPA, ID 83686
Lot 4 Block 2 of Parson’s Subdivision, Book 3 Page 45
615 STADIUM ST, NAMPA, ID 83686
COMMENCING at the Southeast corner of Section 28 in Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and bearing West 1,032.58 feet along the South boundary of the aforesaid Section 28; thence North 429 feet along the West boundary of Stadium Street, which is 234 feet West and parallel to the East boundary of Block 3 of Parson’s Subdivision, to the REAL POINT OF BEGINNING; thence continuing North 60 feet, along the West boundary of Stadium Street; thence West 135.05 feet; thence South 60 feet, on a line, 1166 feet West and parallel to the East boundary of the aforesaid Section 28; thence East 134.85 feet, on a line parallel to the South boundary of the aforesaid Section 28 to the REAL POINT OF BEGINNING.

619 S PINE ST, NAMPA, ID 83686
Lot 17 Block 3 of Parson’s Resubdivision, Book 2 Page 68

620 S PINE ST, NAMPA, ID 83686
All Lot 5 and Northerly 24’ 9” of Lot 6 Block 2 of Parson’s Subdivision, Book 3 Page 45

623 STADIUM ST, NAMPA, ID 83686
COMMENCING at the Southeast corner of Section 28, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho and bearing West 1,032.58 feet along the South boundary of the aforesaid Section 28; thence North 369 feet along the west boundary of Stadium Street, which is 234 feet West and parallel to the East boundary of Block 3 of Parson’s Subdivision, to the Real Point of Beginning; thence continuing North 60 feet along the West boundary of Stadium Street; thence West 137.44 feet; thence South 60 feet on a line 1,168.6 feet West and parallel to the East boundary of the aforesaid Section 28; thence East 137.24 feet on a line parallel to the South boundary of the aforesaid Section 28 to the Real Point of Beginning.

627 STADIUM ST, NAMPA, ID 83686
A portion of the Southeast Quarter of the Southeast Quarter in Section 28, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, more particularly described as follows:
COMMENCING at the Southeast corner of Section 28, in Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and bearing West 1032.58 feet along the South boundary of the aforesaid Section 28; thence North 309 feet, along the West boundary of Stadium Street, which is 234 feet West and parallel to the East boundary of Block 3 of Parson’s Subdivision, to the REAL POINT OF BEGINNING; thence continuing North 60 feet, along the West boundary of Stadium Street; thence West 137.24 feet; thence South 60 feet, on a line 1168.6 feet West and parallel to the East boundary of the aforesaid Section 28; thence East 137.04 feet on a line parallel to the South boundary of the aforesaid Section 28 to the REAL POINT OF BEGINNING.
POINT OF BEGINNING.

628 STADIUM ST, NAMPA, ID 83686
Lot 6 Block 3 Less Street Right of Way of Parson's Resubdivision, Book 2 Page 68

704 S PINE ST, NAMPA, ID 83686
All of Lot 8 & Northerly 1/2 of Lot 9 Block 2 of Parson's Subdivision, Book 3 Page 45

723 S PINE ST, NAMPA, ID 83686
Lot 11 Block 3 of Parson's Resubdivision, Book 2 Page 68

52 S INVERNESS DR, NAMPA, ID 83651
Lot 1 Block 5 of Bonnie Brae Subdivision, Book 13 Page 32

849 BLAINE AVE, NAMPA, ID 83651
Lot 17 and Easterly 5' of Lot 18 Block 8 of Bonnie Brae Subdivision, Book 13 Page 32

712 REDWOOD LN, NAMPA, ID 83651
Lot 6 Block 1 of Cottonwoods Unit 1, Book 19 Page 30

60 S SKYE DR, NAMPA, ID 83651
Lot 3 Block 10 of Bonnie Brae Subdivision, Book 13 Page 32

927 SCOTTS AVE, NAMPA, ID 83651
Lot 1 Block 4 of Bonnie Brae Subdivision, Book 13 Page 32

84 S INVERNESS DR, NAMPA, ID 83651
Lot 5 Block 6 of Bonnie Brae Subdivision, Book 13 Page 32

87 S ANDREW ST, NAMPA, ID 83651
Lot 4 Block 3 of Bonnie Brae Subdivision, Book 13 Page 32

90 S ANDREW ST, NAMPA, ID 83651
Lot 4 Block 4 of Bonnie Brae Subdivision, Book 13 Page 32

1520 S MIDDLETON RD, NAMPA, ID 83686
A parcel of land being a portion of the Northwest Quarter of the Southwest Quarter of Section 32, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:
BEGINNING at the Northwest corner of said Northwest Quarter of the Southwest Quarter, (West Quarter corner); thence
South 89°35'58" East, a distance of 25.00 feet along the northerly boundary of said Northwest Quarter of the Southwest Quarter to a point on the westerly boundary of that certain "Deed and Dedication" Recorded as Instrument No. 200153387 in the Office of the Recorder of Canyon County, Idaho; thence South 0°15’31” East, a distance of 40.00 feet parallel with the westerly

ORDINANCE - PAGE 18
boundary of said Northwest Quarter of the Southwest Quarter and along the westerly boundary of said "Deed and Dedication" to a point; thence South 89°35'58" East, a distance of 287.18 feet parallel with the northerly boundary of said Northwest Quarter of the Southwest Quarter and along the southerly boundary of said "Deed and Dedication" to the beginning of a tangent curve right with a radius of 20.00 feet; thence leaving the southerly boundary of said "Deed and Dedication" a distance of 31.18 feet along the arc of said curve, having a central angle of 89°19'33", the long chord of which bears South 44°56'11" East, a distance of 28.12 feet to a point; thence tangent to said curve South 0°16'25" East, a distance of 25.01 feet to the beginning of a tangent curve right with a radius of 112.50 feet; thence a distance of 70.49 feet along the arc of said curve having a central angle of 35°53'58", the long chord of which bears South 17°40'34" West, a distance of 69.34 feet to a point; thence tangent to said curve South 35°37'33" West, a distance of 28.12 feet to the beginning of a tangent curve left with a radius of 182.00 feet; thence a distance of 222.68 feet along the arc of said curve, having a central angle of 70°06'07", the long chord of which bears South 0°34'30" West, a distance of 209.05 feet to a point; thence tangent to said curve South 34°28'34" East, a distance of 8.53 feet to a point; thence
North 89°35'58" West, a distance of 295.88 feet parallel with the northerly boundary of said Northwest Quarter of the Southwest Quarter to a point on the westerly boundary of said Northwest Quarter of the Southwest Quarter; thence
North 0°15'31" West, a distance of 390.03 feet along the westerly boundary of said Northwest Quarter of the Southwest Quarter to the POINT OF BEGINNING.
EXCEPTING THEREFROM the following described real property for right of way to the City of Nampa, by Deed recorded July 11, 2006 as Instrument No. 200654875, records of Canyon County, Idaho, as follows:
A parcel of land being a portion of the Northwest Quarter of the Southwest Quarter of Section 32, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:
BEGINNING at the Northwest corner of said Northwest Quarter of the Southwest Quarter, (West Quarter corner); thence
South 89°35'58", a distance of 25.00 feet along the northerly boundary of said Northwest Quarter of the Southwest Quarter to a point on the westerly boundary of that Certain "Deed and Dedication" recorded as Instrument No. 200153387 in the Office of the Recorder of Canyon County, Idaho; thence
South 0°15'31" East, a distance of 40.00 feet parallel with the westerly boundary of said Northwest Quarter of the Southwest Quarter and along the westerly boundary of said "Deed and Dedication" to a point; thence
South 89°35'58" East, a distance of 287.18 feet parallel with the northerly boundary of said Northwest Quarter of the Southwest Quarter and along the southerly boundary of said "Deed and Dedication" to a point; thence
South 81°14'44" West, a distance of 62.85 feet to a point; thence
North 89°35'58" West, a distance of 175.01 feet parallel with the northerly boundary of said Northwest Quarter of the Southwest Quarter to a point; thence
South 45°04'14" West, a distance of 35.153 feet to a point; thence
South 0°15'31" East, a distance of 315.01 feet parallel with and 50.00 feet east of the westerly boundary of said Northwest Quarter of the Southwest Quarter to a point; thence
North 89°35'58" West, a distance of 50.00 feet parallel with the northerly boundary of said Northwest Quarter of the Southwest Quarter to a point on the westerly boundary of said Northwest Quarter of the Southwest Quarter; thence North 00°15'31" West, a distance of 390.02 feet along the westerly boundary of said Northwest Quarter of the Southwest Quarter to the POINT OF BEGINNING.

712 S OLIVE ST, NAMPA, ID 83686
Lot 10 Block 1 of Parson’s Subdivision, Book 3 Page 45

1312 4TH ST S, NAMPA, ID 83651
Southeasterly 40’ of Lot 48 Block 47 of Nampa Original, Book 1 Page 13

315 14TH Ave S, NAMPA, ID 83651
Lot 43 Block 47 of Nampa Original, Book 1 Page 13
ORDINANCE NO. __________

AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS 2420 E. AMITY AVENUE, COMPRISING APPROXIMATELY 0.95 ACRES, MORE OR LESS, LAY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, IDAHO, AS PART OF THE RS 6 (SINGLE FAMILY RESIDENTIAL – WITH A "REQUIRED PROPERTY AREA" OF AT LEAST 6,000 SQUARE FEET) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND, DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215.

BE IT ORDAINED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO:

Section 1. That the Nampa City Council, upon recommendation of the Planning & Zoning Commission, and following the public notice and hearing procedures set forth in the Local Land Use Planning Act and Nampa City Code § 10-03-08 and Chapter 2, Title 10, approved Case No. ANN 106-18 (Stephen Warren Annexation) at a public hearing held on December 17, 2018.

Section 2. The following described property, commonly known as 2420 E. Amity Avenue, comprising approximately 0.95 acres, more or less, is contiguous to the City of Nampa, Canyon County, Idaho, and the applicant has requested that said following described property should be annexed into the City of Nampa as RS 6 (Single Family Residential – with a "Required Property Area" of at Least 6,000 Square Feet):

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

Section 3. That the above-described property is hereby annexed into the corporate limits of the City of Nampa and zoned RS 6 (Single Family Residential – with a "Required Property Area" of at Least 6,000 Square Feet).

Section 4. That the City Engineer and the Planning & Zoning Director of the City of Nampa, Idaho, are hereby instructed to so designate the same above described property on the official zoning map and other area maps of the City of Nampa, Idaho as lying within the city limits and zoned RS 6 (Single Family Residential – with a "Required Property Area" of at Least 6,000 Square Feet).
Section 5. All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

Section 6. This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

Section 7. The Clerk of the City of Nampa, Idaho shall, within 10 days following the effective date of this ordinance, duly file a certified copy of this ordinance and a map prepared in a draftsman-like manner plainly and clearly designating the boundaries of the City of Nampa, including the land herein annexed, with the following officials of the County of Canyon, State of Idaho, to-wit: the Recorder, Auditor, Treasurer and Assessor and shall file simultaneously a certified copy of this ordinance with the State Tax Commission of the State of Idaho, all in compliance with Idaho Code 63-215.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, this 4th day of February, 2019.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 4th day of February, 2019.

Attest:

Mayor Debbie Kling
City Clerk
EXHIBIT A

The Easterly 137.5 feet of Lot 27 of Park Place Subdivision to the City of Nampa, as shown by the official plat thereof on file and of record in the Office of the County Recorder of Canyon County, Idaho, more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 27, running thence Westerly along the Southerly boundary line thereof a distance of 137.5 feet; thence

North and parallel with the East boundary line thereof a distance of 301.75 feet to the North boundary line of said lot; thence

East 137.5 feet to the Northeast corner of said lot; thence

South along the East boundary of said lot a distance of 301.75 feet to the PLACE OF BEGINNING.
ORDINANCE NO. _______

AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS 2724 SEMINOLE DRIVE, COMPRISING APPROXIMATELY 0.51 ACRES, MORE OR LESS, LAY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, IDAHO, AS PART OF THE RS 6 (SINGLE FAMILY RESIDENTIAL – WITH A "REQUIRED PROPERTY AREA" OF AT LEAST 6,000 SQUARE FEET) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND, DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215.

BE IT ORDAINED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO:

Section 1. That the Nampa City Council, upon recommendation of the Planning & Zoning Commission, and following the public notice and hearing procedures set forth in the Local Land Use Planning Act and Nampa City Code § 10-03-08 and Chapter 2, Title 10, approved Case No. ANN 107-18 (Alan and Karen Wheatley Annexation) at a public hearing held on December 17, 2018.

Section 2. The following described property, commonly known as 2724 Seminole Drive, comprising approximately 0.51 acres, more or less, is contiguous to the City of Nampa, Canyon County, Idaho, and the applicant has requested that said following described property should be annexed into the City of Nampa as RS 6 (Single Family Residential – with a "Required Property Area" of at Least 6,000 Square Feet):

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

Section 3. That the above-described property is hereby annexed into the corporate limits of the City of Nampa and zoned RS 6 (Single Family Residential – with a "Required Property Area" of at Least 6,000 Square Feet).

Section 4. That the City Engineer and the Planning & Zoning Director of the City of
Nampa, Idaho, are hereby instructed to so designate the same above described property on the official zoning map and other area maps of the City of Nampa, Idaho as lying within the city limits and zoned RS 6 (Single Family Residential – with a "Required Property Area" of at least 6,000 Square Feet).

**Section 5.** All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

**Section 6.** This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

**Section 7.** The Clerk of the City of Nampa, Idaho shall, within 10 days following the effective date of this ordinance, duly file a certified copy of this ordinance and a map prepared in a draftsman-like manner plainly and clearly designating the boundaries of the City of Nampa, including the land herein annexed, with the following officials of the County of Canyon, State of Idaho, to-wit: the Recorder, Auditor, Treasurer and Assessor and shall file simultaneously a certified copy of this ordinance with the State Tax Commission of the State of Idaho, all in compliance with Idaho Code 63-215.

**PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO,** this 4th day of February, 2019.

**APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO,** this 4th day of February, 2019.

Attest:

Mayor Debbie Kling

City Clerk
EXHIBIT “A”

Legal Description

LEGAL DESCRIPTION OF PROPERTY AT 2724 SEMINOLE DRIVE, NAMPA

LOT 2, BLOCK 3 OF MORNING DOVE SUBDIVISION, NAMPA, IDAHO,
ACCORDING TO THE PLAT FILED IN BOOK 21 OF PLATS, PAGE 1,
RECORDS OF CANYON COUNTY.
Nampa Fire Department

Memorandum

To: Nampa City Council
From: Chief Phil Roberts
CC: Mayor Debby Kling

**AFG FEMA Grant Amount:** $1,489,900 (For all 9 departments involved)

**Nampa Fire Department Portion:** $458,500 (For 60 new SCBA Pack with all included equipment)

**Total Nampa Fire Department 10% Cost Match:** $45,850 (Designated to come from the Major Acquisition Purchase Fund (MAP Fund))

The Nampa Fire Department is requesting approval to accept the bid proposed by **Municipal Emergency Services (MES)** for the amount of **$1,408,780** that satisfies the RFP that the Nampa Fire Department put to bid on January 7th, 2019.

With this memo I have included the original RFP, the cover letter, the highlighted language used in the FEMA Regional SCBA Grant Narrative, and a complete bid analysis form.

The Nampa Fire Department solicited bids in accordance with Idaho Code 67-2806A, and in recommending a bidder, considered factors such as: an innovative solution that is offered; unique product features; price; vendor experience in the market; financial stability of the vendor; differences among vendors in their ability to perform contract requirements in a timely or efficient manner; ability to meet product specifications; product quality; product performance records; past performance; and future product maintenance or service requirements. With guidance from our FEMA Regional representative, and using proper federal procurement procedures, the Nampa Fire Department has chosen a bid that is 2% higher than the lowest bid due to the consideration of the listed factors. The bid presented by MES satisfies 31/31 of the general requirements listed on the RFP. The bid presented by MES also satisfies the language used in the narratives presented in our awarded FEMA Regional Grant. The lowest bid by Qal-Tek, a distributor for Drager, only meets 23/31 general requirements. The Drager SCBA does not fulfill the language used in our FEMA Regional Grant narrative as the SCBA is not used by any of our neighboring fire departments, making them inoperable amongst these departments. The Nampa Fire
Nampa Fire Department

Department is currently using Drager SCBA’s and has had a very poor history of customer service and operability with these SCBA’s.

The process of purchasing these SCBA’s has followed proper federal and state procurement procedures and has involved and been reviewed by the City of Nampa Legal Counsel at Hamilton, Michaelson & Hilty, LLP.

Thank you.

Phil Roberts
Fire Chief
Hello Bobby,

I added some language from Idaho Code to show that the Department considered factors outlined in statute in selecting a bidder. Revised version with my edits is attached.

Once you have it finalized, send it to Debbie Bishop at the clerk’s office and ask that the request to approve award be added to the City Council Agenda for February 4th.

Thanks,

MAREN ERICSON

HAMILTON, MICHAELSON & HILTY, LLP
1303 - 12th Avenue Road
Nampa, Idaho 83686
Phone: (208)467-4479
Fax: (208)467-3058
www.nampalaw.com

******* CONFIDENTIALITY NOTICE *******

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Nampa Fire Department

From: Bobby Jardine [mailto:jardiner@cityofnampa.us]
Sent: Monday, January 28, 2019 12:58 PM
To: Maren Ericson <mericson@nampalaw.com>
Cc: Kirk Carpenter <carpenterk@cityofnampa.us>
Subject: NFD City Council Memo for SCBA Purchase

Hello Maren.

Please see the attached SCBA Bid Memo for February 4th city council meeting. I have also attached the RFP and SCBA bid analysis. You have reviewed those in the past, but I thought it might assist you while reviewing the memo. I was going to include them with the memo.

Thank you.

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.
The goal of this grant is to bring together the departments from Southwest Idaho and Southeast Oregon who depend on each other with mutual aid and automatic aid agreements into one manufacturer and style of NFPA 1852 compliant SCBAs. With most of the departments in the region already working together with an arrived standard pack, we would like to match their success and create a regional agreement that involves standardized SCBA trainings, maintenance, and repairs.

Enough expertise and cooperation now exist throughout our region that we have commitments from our regional grant members and other regional departments using these standardized SCBAs to have coordinated and standardized training at our Regional Training Center. We are also equipped and invested in having repair technicians amongst our departments that will share resources and knowledge to keep our SCBAs uniformed and functioning above a set standard.

The cost/benefits to this grant are huge. Being able to standardize an entire valley, over 20 agencies (as some have converted already) is a great opportunity. True interoperability with SCBAs and bottles can be a reality and firefighters, many volunteers can know that their lives are protected with functioning, up-to-date personal protective equipment while they are putting their lives in harm’s way. We have struggled in the past with individual fire departments paying too much money for an array of non-standardized SCBAs. Or even worse, settled, due to budget restraints for hand-me-down SCBAs that are not up to today's standards and are unreliable due to their age. We have the opportunity to reduce costs, increase safety, and improve customer service by all of the departments being in a standard pack.

Receiving this grant will allow our departments more success with joint academies. At his time our joint academies are using multiple brands and types of SCBAs. This has made it difficult at times and in some cases impossible to have joint fire academies. This has caused departments to incur higher expenses having individual academies and, in some cases, leaving some of our smaller, poorly funded departments without any minimal training at all.
Nampa Fire Department

NFD Request for Purchase (RFP) Cover Letter

The City of Nampa is soliciting bids in accordance with Idaho Code 67-2806(2) & 67-2806A.

GENERAL PROCUREMENT STANDARDS

Bidders are required to submit their proposals upon the following express conditions:

A. Bidders shall thoroughly examine the documents provided.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.

OBJECTIONS TO SPECIFICATIONS OR PROCEDURES

Written objections to specifications or bid procedures must be received at least three business days before the date and time upon which bids are scheduled to be received.
Nampa Fire Department

PREPARATION OF PROPOSALS

Proposals will be prepared in accordance with the following:

A. All information required by the specifications shall be furnished. Each bid or estimate shall be signed by someone who has legal authority to obligate the company.

B. Proposed time schedules shall be included when applicable.

C. Nampa is exempt from payment to its vendors of State of Idaho sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Vendors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

DESCRIPTION OF SUPPLIES AND/OR SERVICES

Any manufacturers’ names, trade names, brand names, or catalog numbers used in the solicitation are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers items of equal material, unless specifications state "NO SUBSTITUTIONS."

Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight.

Bidders are required to itemize and state exactly what they intend to furnish.

WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set forth for opening of bids. Bids may be withdrawn prior to the submission deadline. Such request must be in writing.
Nampa Fire Department

BID AWARD

If you fail to respond to all elements of the solicitation, the City may reject your bid since it will be considered non-responsive. If you are unable to offer all items, please note which items are not available. The City has the right to waive immaterial deficiencies in a bid response, but must reject bids that have material deficiencies.

The Nampa City Council shall approve the responsive bid proposing the lowest procurement price or will reject all bids and issue public notice for bids, as before.

The City may award a bidder other than the low bidder in accordance with Idaho Code 67-2806A. Factors other than price may be considered in determining the award. Those factors include, but are not limited to:

(a) An innovative solution that is offered;
(b) Unique product features;
(c) Price;
(d) Vendor experience in the market;
(e) Financial stability of a vendor;
(f) Differences among vendors in their ability to perform contract requirements in a timely or efficient manner;
(g) **Ability to meet product specifications**;
(h) Product quality;
(i) Product performance records;
(j) **Past performance by a vendor**;
(k) Future product maintenance or service requirements; and
(l) Product warranties.
Nampa Fire Department

REJECTION OF BIDS

The City reserves the right to reject any proposal for any reason, including but not limited to:

A. The bidder misstates or conceals any material fact in the bid, or if
B. The bid does not strictly conform to the law or requirements of bid, or if
C. The bid is conditional; except that the bidder may qualify his bid for acceptance by the City on an "all or none" basis. An "all or none" basis bid must include all items upon which bids are invited.

The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so. The City may also waive any minor informalities or irregularities in any bid.

TERMINATION OF CONTRACT

The City may, upon 30 days written notice to the Vendor, terminate the Contract if the Vendor has been found to fail to perform his services in a manner satisfactory to the City as per specifications, including delivery as specified or any other reason deemed by the City to be in its best interests. The date of termination shall be stated in the notice. The City shall be sole judge of non-performance.
Nampa Fire Department

BID PROTESTS

If any participating bidder objects to the award, such bidder shall respond in writing within seven calendar days of the date of transmittal of the notice of award, setting forth in such response the express reason or reasons that the award decision is in error. Failure to file a protest within the time specified herein shall constitute a waiver of all rights to protest the City’s decision regarding the award of bid.

Upon receipt of objection, the City will stay the performance of any procurement until after addressing the contentions raised by the objecting bidder. The City will review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth its reasons for its decision. After completion of the review process, the City may proceed as it deems to be in the public interest.

The City of Nampa thanks you for your time and consideration. Please contact the City with any questions you may have regarding the bid process.

CITY OF NAMPA, FIRE DEPARTMENT

[Signature]

KIRK CARPENTER
DEPUTY FIRE CHIEF
### AFG SCBA Regional Grant Bid Analysis

#### Total Bid Amounts by Distributor prior to 4500psi Credit

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<th>Distributor (Bidder)</th>
<th>SCBA Type</th>
<th>Contact Name</th>
<th>Contact Phone</th>
<th>Contact Email</th>
<th>Meets General Requirements</th>
<th>Location</th>
<th>Total Bid Amount</th>
<th>Difference between lowest bidder</th>
<th>Grant amount $1,489,900 less total bid</th>
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<td>Qal-Tek</td>
<td>Drager</td>
<td>Royce Manwaring</td>
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<td>Weidner Fire</td>
<td>MSA</td>
<td>Roger Crane</td>
<td>208-996-4065</td>
<td><a href="mailto:roger.crane@weidnerandassociates.com">roger.crane@weidnerandassociates.com</a></td>
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<td>MES</td>
<td>Scott</td>
<td>Gavin Courtney</td>
<td>208-477-7122</td>
<td><a href="mailto:gcourtney@mesfire.com">gcourtney@mesfire.com</a></td>
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<tr>
<td>Cascade Fire Equipment</td>
<td>Scott</td>
<td>Jim Albright</td>
<td>541-613-7481</td>
<td><a href="mailto:jim@cascadefire.com">jim@cascadefire.com</a></td>
<td>31/31</td>
<td>Medford, OR</td>
<td>$1,482,184.00</td>
<td>-$119,671.82</td>
<td>$7716.00</td>
</tr>
</tbody>
</table>

**Mes**

<table>
<thead>
<tr>
<th>Distributor (Bidder)</th>
<th>SCBA Type</th>
<th>Contact Name</th>
<th>Contact Phone</th>
<th>Contact Email</th>
<th>Meets General Requirements</th>
<th>Location</th>
<th>Total Bid Amount</th>
<th>Difference between lowest bidder</th>
<th>Grant amount $1,489,900 less total bid</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mes</strong></td>
<td>Scott</td>
<td>Gavin Courtney</td>
<td>208-477-7122</td>
<td><a href="mailto:gcourtney@mesfire.com">gcourtney@mesfire.com</a></td>
<td>31/31</td>
<td>Nampa, ID</td>
<td>$1,474,230.00</td>
<td>$34,650.00</td>
<td>$30,800.00</td>
</tr>
</tbody>
</table>

The total bid amount from the Scott Dealers include 5500psi bottles and operating systems. Each Scott Distributor offers a credit for a 4500psi backplate and bottle. These prices include those 4500psi credits.

<table>
<thead>
<tr>
<th>Distributor (Bidder)</th>
<th>SCBA Type</th>
<th>Contact Name</th>
<th>Contact Phone</th>
<th>Contact Email</th>
<th>Meets General Requirements</th>
<th>Location</th>
<th>Total Bid Amount</th>
<th>Difference between lowest bidder</th>
<th>Grant amount $1,489,900 less total bid</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cascade Fire Equipment</strong></td>
<td>Scott</td>
<td>Jim Albright</td>
<td>541-613-7481</td>
<td><a href="mailto:jim@cascadefire.com">jim@cascadefire.com</a></td>
<td>31/31</td>
<td>Medford, OR</td>
<td>$1,482,184.00</td>
<td>$42,966.00</td>
<td>$1,439,218.00</td>
</tr>
</tbody>
</table>

#### Total Bid by Distributor that includes the 4500psi credit

<table>
<thead>
<tr>
<th>Distributor (Bidder)</th>
<th>SCBA Type</th>
<th>Contact Name</th>
<th>Contact Phone</th>
<th>Contact Email</th>
<th>Meets General Requirements</th>
<th>Location</th>
<th>Total Bid Amount</th>
<th>Difference between lowest bidder</th>
<th>Grant amount $1,489,900 less total bid</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Qal-Tek</strong></td>
<td>Drager</td>
<td>Royce Manwaring</td>
<td>208-523-5557</td>
<td><a href="mailto:rmanwaring@qaltek.com">rmanwaring@qaltek.com</a></td>
<td>23/31</td>
<td>Idaho Falls, ID</td>
<td>$1,379,512.18</td>
<td>$0.00</td>
<td>$110387.82</td>
</tr>
<tr>
<td><strong>Mes</strong></td>
<td>Scott</td>
<td>Gavin Courtney</td>
<td>208-477-7122</td>
<td><a href="mailto:gcourtney@mesfire.com">gcourtney@mesfire.com</a></td>
<td>31/31</td>
<td>Nampa, ID</td>
<td>$1,408,780.00</td>
<td>($29,267.82)</td>
<td>$81,120.00</td>
</tr>
<tr>
<td><strong>Weidner Fire</strong></td>
<td>MSA</td>
<td>Roger Crane</td>
<td>208-996-4065</td>
<td><a href="mailto:roger.crane@weidnerandassociates.com">roger.crane@weidnerandassociates.com</a></td>
<td>31/31</td>
<td>Midvale, UT</td>
<td>$1,420,754.55</td>
<td>($41,272.37)</td>
<td>$69,115.45</td>
</tr>
<tr>
<td><strong>Cascade Fire Equipment</strong></td>
<td>Scott</td>
<td>Jim Albright</td>
<td>541-613-7481</td>
<td><a href="mailto:jim@cascadefire.com">jim@cascadefire.com</a></td>
<td>31/31</td>
<td>Medford, OR</td>
<td>$1,439,218.00</td>
<td>($59,705.82)</td>
<td>$50,682.00</td>
</tr>
<tr>
<td>Distributor (Seller)</td>
<td>Qal-Tek</td>
<td>Welder Fire</td>
<td>Cascade Fire Equipment</td>
<td>MESS</td>
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</tr>
<tr>
<td><strong>General Requirements</strong></td>
<td>Drager</td>
<td>MSA</td>
<td>Scott</td>
<td>Scott</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A removable, facepiece-mounted, positive pressure breathing regulator with air-saver switch.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>An automatic dual path redundant pressure-reducing regulator.</td>
<td>No Q7 001</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>End-of-service time indicators (ESTI)</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>A harness and back frame assembly for supporting the equipment on the body of the wearer.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>A shoulder strap mounted, remote gauge indicating cylinder pressure.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>A Rapid intervention crew/universal air connection (RIC/UAC) &quot;Buddy Breather&quot; with the option to update the fitting to the NFPA 1981, 2018 edition requirements within 2 years at the cost of the distributor “seller”.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>A personal alert system.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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</tr>
<tr>
<td>The SCBA specifications detailed herein are based on a 5,500 PSI operating system, as an option, bidders may also provide quotes for 4,500 PSI operating system if there is a difference in price. If there is no difference in price between 4,500 and 5,500 PSI operating pressures the bidder should specify that in their bid proposal.</td>
<td>No Q7 002</td>
<td>No WF 001</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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</tr>
<tr>
<td>The seller must be able to offer a 30-year cylinder upgrade with the cost difference paid by the buyer.</td>
<td>No Q7 003</td>
<td>Yes $1000 per bottle upgrade</td>
<td>Yes No Upgrade Cost</td>
<td>Yes $120, bottle upgrade</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>The SCBA shall be approved to NIOSH 42 CFR, Part 84 for chemical, biological, radiological and nuclear protection (CBRN).</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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</tr>
<tr>
<td>The SCBA will be updated to the 2018 standard for all applicable standards as described above and in the following elements at no cost to the buyer. Please briefly describe below an estimate on when and how compliance will be achieved.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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</tr>
<tr>
<td>The facepiece shall have a large diameter inlet serving as the female half of a quarter (1/4) turn coupling which mates with the positive pressure breathing regulator.</td>
<td>No Q7 004</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>The full facepiece assembly shall be available in three sizes marked “S” for small, “M” for Medium and “L” for large.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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</tr>
<tr>
<td>The lens shall have an internal anti-fog coating to reduce fogging of the lens.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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</tr>
<tr>
<td>The regulator shall connect to the facepiece by way of a quarter (1/4) turn coupling</td>
<td>No Q7 004</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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</tr>
<tr>
<td>The user shall hear an audible sound when the regulator is activated correctly to the facepiece.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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</tr>
<tr>
<td>The back face shall be a solid, one-piece, non-corrosive metal frame that is contoured to follow the shape of the user’s back and contains no plastic connection points.</td>
<td>No Q7 005</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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</tr>
<tr>
<td>The cylinder must have a quick-disconnect connection to the air pack and a separate CGA connection for filling that requires no tools.</td>
<td>No Q7 006</td>
<td>No WF002</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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</tr>
<tr>
<td>The SCBA’s second stage regulator must be equipped with a quick disconnect connection.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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</tr>
<tr>
<td>The SCBA must meet NFPA 1981, 2018 edition and prior edition’s communication requirements without the use of an electronic voice amplifier.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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</tr>
<tr>
<td>All SCBA’s that are deemed out-of-service by NFD will have a 3-business day turnaround to back-in-service from the time the distributor (Seller) is contacted to the time the SCBA back-in-service in NFD’s possession.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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</tr>
<tr>
<td>The RIT Bags must include a 5500 psi, 45-minute cylinder, low Pressure hose with dual EBSS manifold, external pressure gauge, adjustable shoulder strap, lightweight compact bag, low pressure whistle, and color-coded pouches.</td>
<td>No Q7 007</td>
<td>No WF003</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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</tr>
<tr>
<td>The supplied air respirators must include and automatic, hands free transfer from external air source to cylinder and compact 15-minute cylinder.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Price must cover all SCBA components for testing, inspections, initial fit testing, freight and delivery charges. The proposer’s failure to include all required costs to perform this contract will be the sole responsibility of the bidder.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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</tr>
<tr>
<td>The proposer must be a sales distributor, authorized by the manufacturer to sell equipment</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Sales tax shall be excluded from the bid.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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</tr>
<tr>
<td>The submission of the proposal by the vendor implies acceptance of the terms and conditions of this Request for Proposal.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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</tr>
<tr>
<td>Bidders are required to meet all qualifications and specifications of this Request for Bid to be considered for the award.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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</tr>
<tr>
<td>Proposed pricing shall be firm from the beginning date of the signed purchase order, with the option to purchase additional SCBA’s with proposed pricing for one (1) year after such date.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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</tr>
<tr>
<td>5 years of annual fit testing provided by the distributor (seller).</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Training for 12 individuals to become a certified manufacturer repair tech.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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<tr>
<td>Qal-Tek</td>
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<tr>
<td>QT-001: Per Qal-Tek's Bid, &quot;The Drager 1st stage reducer has a &quot;fail safe design&quot; and does not need a back up reducer.&quot;</td>
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<tr>
<td>QT-002: Per Qal-Tek's Bid, &quot;Drager only supplies 4500 psi operating system.&quot; We want a lower profile bottle that a 5500psi bottle allows.</td>
<td></td>
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</tr>
<tr>
<td>QT-003: Per Qal-Tek's Bid, &quot;Drager does not offer a 30 year cylinder upgrade.&quot; Lowman Fire Department wants a 30 year cylinder.</td>
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<tr>
<td>QT-004: No comment by Qal-Tek. Drawer Mask's have a small opening that muffled the firefighter's voice and makes it difficult to breath freely while working with the mask on while not on SCBA air.</td>
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</tr>
<tr>
<td>QT-005: Per Qal-Tek's bid, &quot;The PSS 7000 back frame is carbon fiber composite, with no plastic connections. All connections are metal. The Drager that was given to us to demo had the same plastic piece that connects the waist plate to the pack that we currently have problems with.</td>
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</tr>
<tr>
<td>QT-006: Per Qal-Tek's bid, &quot;Quick disconnect cylinder from back frame, refilled through same disconnect.&quot; When filling bottles at our neighboring departments we must remove the quick disconnect with a wrench priorate filling an then tighten the quick disconnect when the bottle is ready to be placed back on the pack.</td>
<td></td>
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</tr>
<tr>
<td>QT-007: Per Qal-Tek's bid, &quot;Drager provides the 4500psi, 45 minute cylinder, all other requirements are met in the RIT specification, i.e. color coded patches. We wanted a lower profile bag and bottle that a 5500psi bottle provides.</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Weidner Fire</th>
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</tr>
</thead>
<tbody>
<tr>
<td>WF-001: Per Weidner Fire Bid,&quot;While Weidner Fire's MSA G1 product is constructed differently than the brand specified, the MSA G1 SCBA meets and exceeds all NFPA standards. Therefore, Weidner Fire Takes no Exceptions.&quot; MSA does not offer a 5500psi system. A 45 minute bottle will increase the size of a NFDo firefighter profile.</td>
<td></td>
</tr>
<tr>
<td>WF-002: Per Weidner Fire Bid,&quot;While Weidner Fire's MSA G1 product is constructed differently than the brand specified, the MSA G1 SCBA meets and exceeds all NFPA standards. Therefore, Weidner Fire Takes no Exceptions.&quot; When filling bottles at our neighboring departments we must remove the quick disconnect with a wrench priorate filling an then tighten the quick disconnect when the bottle is ready to be placed back on the pack.</td>
<td></td>
</tr>
<tr>
<td>WF-003: Per Weidner Fire Bid,&quot;While Weidner Fire's MSA G1 product is constructed differently than the brand specified, the MSA G1 SCBA meets and exceeds all NFPA standards. Therefore, Weidner Fire Takes no Exceptions.&quot; MSA does not offer a 5500psi system. This increases the profile of the RIT pack.</td>
<td></td>
</tr>
</tbody>
</table>
City of Nampa Procurement
Policies and Procedures

Effective February 4, 2019
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City of Nampa  
Procurement Policies and Procedures

Section 1. PURPOSE

1.1 General. It is City of Nampa’s objective to prevent fraud, collusion, favoritism, and improvidence in the administration of public business, as well as to ensure that the City receives the best goods and services at the most reasonable price practicable.

Many procurement actions are in conjunction with Federal and State grants and assistance programs, and Federal and State law both seek to ensure that Federal and State funds are expended according to sound procurement principles.

It is necessary and desirable that the City develop and maintain procedures for the accomplishment of its capital expenditures (facilities, vehicles, etc.), for the purchase of services, supplies and materials, and for the performance of necessary work and services. The policies and procedures herein contain provisions that, when followed properly, should assure the procuring of goods and services in accordance with State and Federal requirements and reflect best practices.

It is the City's goal to provide fair and open participation in procurements by qualified and competent suppliers, contractors, and consultants in accordance with State of Idaho and Federal requirements and with the highest integrity and transparency possible.

1.2 Recipient Procurement Policies. A recipient’s procurement policies and procedures must adhere to applicable state and local laws. When there is a conflict between federal law, including the Uniform Guidance, and state and local law, the non-federal entity must follow the federal law and provisions found in the Uniform Guidance (2 CFR 200.318), when utilizing federal funds, unless the state or local law is more restrictive and is not clearly pre-empted by federal law. A recipient should refer questions to legal counsel or to the awarding agency when conflict arises.

1.3 Recipient's Fiduciary Responsibilities. The procurement policies and procedures focus on mitigating risk, improving transparency and increasing accountability. As part of the due diligence to protect taxpayer funds and other revenue sources from waste, fraud and abuse, recipients are required to maintain written standards of conduct governing the performance of its employees engaged in the award and administration of a contract. See also Sections 7 and 8 of this Policy.

1.4 Oversight. The Finance Director and Division Director, on behalf of City Council of the City of Nampa, Idaho, will oversee and monitor procurement activities to ensure that funds are properly spent, that performance goals are met, and that sub-recipients and contractors comply with all applicable laws, regulations, and provisions of the award of funds. In order to fulfill this responsibility, said persons will implement such programs as may be required to ensure: monitoring, review of documentation for compliance, or any other actions or steps that may be necessary,
appropriate, or required by law or any related agreement or grant.

1.5 **Economic Purchasing.** The Finance Director in conference with other Appointed Officials will review, at least annually, to determine if certain classes of purchases should be consolidated or broken out to obtain more economical pricing. Where appropriate, analysis will also be made of lease versus purchase alternatives or any other appropriate methodology to determine if there is a more economical approach.

**Section 2. REFERENCES TO LAWS AND REGULATIONS**

2.1 **Uniform Guidance.** All references to the “Supercircular” or “Uniform Guide” are to the Uniform Guidance: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. 200) published by the Office of Management and Budget (OMB) in the Federal Register in their current and adopted form where such are identified, thereby to be applicable to “non-Federal Entities” as defined under 2CFR25.110(a).

2.2 **Compliance Required.** At a minimum, each recipient and subrecipient must comply with applicable Federal laws and regulations.

2.3 **General Procurement Standards under a Federal Award.** All non-federal entities, except states, must comply with the procurement policies and procedures established in 2 CFR § 200.318.

2.4 **Procurement Statutes Under Idaho Code Title 67, Chapter 28, 67-2320, 54-4511.** Projects and/or procurement by the City of Nampa in instances where no Federal Funding is utilized shall comply with the foregoing statutes and other applicable Idaho Law. Projects and/or procurement by the City of Nampa in instances where Federal Funding comprises all or part of the funding for said procurement shall comply with the stricter of Idaho Law or Federal Standards, and regulations set forth in 2 CFR § 200.318.

**Section 3. ADMINISTRATIVE RESPONSIBILITY AND AUTHORIZATIONS**

The City Council is the authority for all policy matters in the administration of federal grants and for ensuring compliance with all Federal, State, and local procurement laws and regulations, in consultation with the City Attorney or his/her designee.

3.1 **Responsibilities of Division Directors and Finance Director.** The Division Directors and the Finance Director (referred to collectively hereinafter as “Director”) have the responsibility as identified in these procedures for the procurement of all related goods and services, and to assure the Procurement Policy is amended as needed to comply with federal requirements. Administrative amendments that do not materially change the intent of this policy are authorized by the City Council to be implemented by the Director in consultation with the appropriate Appointed Officials. Directives by the City Council shall be implemented through the Director and Appointed Officials.
The approval of procurements shall be as follows:

<table>
<thead>
<tr>
<th>Procurement Type</th>
<th>Dollar Amount</th>
<th>Approval Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Micro Purchases</td>
<td>Idaho limits: Less than $50,000 (Council Approval if over 10k)</td>
<td>Federal micro purchases: $10,000 or less Department Appointed Official</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Federal small purchases: Above $10,000 up to $250,000 City Council</td>
</tr>
<tr>
<td>Small Purchases (Simplified Acquisition)</td>
<td>Facility projects previously budgeted below $25,000</td>
<td>Facilities Superintendent and Director</td>
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<tr>
<td>Small Purchases (Facilities, Goods and Services, and Construction Projects)</td>
<td>Projects over $25,000</td>
<td>City Council with Mayor Signature</td>
</tr>
<tr>
<td>Large Purchases</td>
<td>Informal bidding: at or above $50,000 and at or under $200,000 for public works construction; at or above $50,000 and at or below $100,000 for other purchases. Formal bidding (Sealed bids): Above $200,000 for public works construction; Above $100,000 for other purchases.</td>
<td>Federal large purchases (Simplified Acquisition Threshold): More than $250,000 City Council</td>
</tr>
<tr>
<td>Architectural, Engineering, and Related Services (A&amp;E)</td>
<td>Any Amount (Qualification-based procurement process must be used, See IC 67-2320) up to and including $25k, City may choose; over $25k Quality Based Selection process</td>
<td>Limits for Federal A&amp;E acquisition are subject to Federal Agency Specific Guidance City Council</td>
</tr>
<tr>
<td>Revenue Contracts</td>
<td>Any Amount</td>
<td>City Council</td>
</tr>
<tr>
<td>Service Contracts</td>
<td>Any Amount</td>
<td>City Council</td>
</tr>
</tbody>
</table>

Note: In the event of a conflict between federal and state requirements, the more restrictive provision shall take precedence, except in instances where federal law clearly preempts (or has been found to preempt) inconsistent state law.
3.2 Authority of Appointed Officials.

Except as otherwise provided by the Council, for all contracts for which Council approval has been obtained (either on a project-wide or individual contract basis), the Department Appointed Official or his/her designee is authorized to take all steps necessary for completion of the work. This includes, but is not limited to the following:

- Publication of notice calling for bids or proposals.
- Recommend to City Council the rejection of bids, proposals, or contract awards.
- Postponing bid or proposal openings.
- Evaluation and analysis of the proposal or bid, including cost/price analysis, independent cost estimate, past performance of the contractors, assurance of the contractor’s performance relating to any past debarment or suspension for prior related work, and to determine the responsiveness of the proposal or bid in meeting requested submittal requirements.

- When using federal funding it is required to check SAM.GOV to ensure contractor candidates are not debarred in the SAM system – print page in SAM system to show absence of debarment for any candidate contractor or consultant.

- Administration of contracts, including execution of contract change orders (within applicable limitations of City policies) and determination of retainage, bonds, and insurance; oversight of the contractor’s performance to meet the terms, conditions, and specifications of the contracted goods or services.

- Acceptance or rejection of work, make recommendations to City Council regarding establishment or termination of contracts, culmination of negotiation, and authorization for settlement of claims.

All such actions shall be consistent with applicable State and Federal legal requirements and City policies.

Section 4. FAIR AND OPEN COMPETITION

Competition in procurement is defined as a condition where two or more sources are able to compete for a requirement in price and/or technical skills. Procurement procedures should not restrict or eliminate competition or support an exclusionary or discriminatory specification, including:

4.1 Placing unreasonable requirements on prospective contractors in order for them to qualify to do business.

4.2 Supporting or allowing noncompetitive pricing practices between contractors or affiliated companies. Questionable practices include, but are not limited to, submissions of identical bid prices for the same products by the same group of firms, or an unnatural pattern of awards that had the cumulative
effect of apportioning work among a fixed group of bidders or offerors, or other evidence of collusion between bidders.

4.3 Requiring unnecessary or unreasonable experience and performance requirements.

4.3.1 These might include requirements almost never seen in procurement documents of the city or other subdivision of the State of Idaho for similar work.

4.4 Specifying only a "brand name" product without allowing offers of an “equal” or “equivalent” product, or allowing an “equal” or “equivalent” product without listing the salient characteristics that the "equal" or “equivalent” product must meet to be acceptable for award. Exceptions may be allowed by applicable law as a necessary in “sole source” acquisition and in instances where a brand and model is offered and available by multiple unrelated and competing vendors.

4.4.1 When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equal” description may be used as a means to define the performance; however, when this method is used, the specification must set forth the salient characteristics that the product must meet, and the offeror will be allowed to offer “equal” products meeting the salient characteristics.

4.4.2 Nothing in this document is intended to require proposed alternates for the potentially small and abundant specifications of paints, finishes, furniture, fixtures, and materials, etc. as may be specified by an architect or an engineer with the reasonable expectation that alternates may be proposed by contractors that may be accepted or rejected by the designer of the City on the basis of equivalency for the intended purpose. Further, genuine competition between vendors for a specific item that is available from multiple independent sources may be specified by the city in soliciting formal or informal bids in order to diminish cause for confusion that may arise when a particular product is known to meet a particular need for the city.

4.5 Requiring unreasonable, unduly restrictive or excessive bonding requirements; examples of such unduly restrictive or excessive bonding requirements might include bonding requirements almost never seen in procurement documents of the City or other political subdivisions of the State of Idaho for similar work or products.

4.6 Specifying in-State or local geographical preferences or evaluating bids or proposals in light of in-State or local geographical preferences, even if those preferences are imposed by State or local laws or regulations, except that geographic location may be a selection criterion for architectural, engineering, and other related services (A&E services) and warranty work availability for machinery.

4.7 Supporting or allowing organizational conflicts of interest.

4.8 Any arbitrary and capricious action in the procurement process.

4.9 This policy is not meant to prevent the use or engagement in a program for procurement
structured by a division of the federal government for provision of goods or services to municipalities or divisions of municipalities or such legally available purchasing associations such as: General Service Administration (GSA) offerings, Multiple Award Schedules (MAS), purchases emulating price and substance of such a purchase by a division of the federal government or political subdivision of the State of Idaho, or any other applicable purchasing mechanism provided for under Title 67, Chapter 28 of the Idaho Code, except as may be disallowed under any federal program by which the funding for a particular or specific item is meant to be purchased. Note cooperative and combined purchasing opportunities are allowed as provided for under Title 67, Chapter 28 of the Idaho Code and to the extent elucidated under 2CFR318(e) for Federally funded purchases.

Section 5. PROCUREMENT STANDARDS

All procurements subject to this Policy, regardless of whether by written quote, by sealed bid, or by competitive negotiation, shall be conducted in a manner that provides, to the fullest extent possible, maximum full and open competition.

The following standards shall be applicable to all City procurements:

5.1 When contracting for professional services, the contract shall limit the total of the base and option time periods to not more than five years, unless approved by the Council. Prices for each base and option time period shall be negotiated as firm and fixed (meaning a unit price or lump sum contract as opposed to time and materials) wherever possible and shall be established in the initial contract bidding (or negotiation for contracts acquired pursuant to Idaho Code 67-2320 for Architectural, Engineering, Surveying, etc.), negotiation, and execution. If it is not possible to establish firm, fixed prices, changes in the option period prices shall be tied to a well-known, published pricing index, such as the Consumer Price Index.

5.2 The City shall administer contracts in a manner, which ensures that contractors perform in accordance with the terms and conditions and specifications of their contracts.

5.3 The City may perform a cost or price analysis in connection with any procurement action, including contract modifications, but will usually be performed with respect to any procurement action involving a purchase price of $10,000 or more. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation.

Section 6. ADDITIONAL PROCUREMENT REQUIREMENTS WHEN FEDERAL FUNDS ARE USED

The following additional requirements shall be applicable, for each procurement, for which Federal funds are used:

6.1 Solicitation and Subsequent Contract. The solicitation and the contract awarded thereunder must include a clear and accurate description of the technical requirements for the property
or services to be acquired in a manner that provides for full and open competition.

6.2 **Federal Clauses, Requirements, and Certifications.** The solicitation and the resulting contract must identify those Federal requirements set forth in current provisions and regulations: such requirements may include Buy America, Energy Conservation, Civil Rights, Davis-Bacon Act, Disadvantaged Business Enterprises, etc. Requirements vary by procurement type and scope.

The solicitation and resulting contract must also identify those Federal requirements that a bidder or offeror must fulfill before and during contract performance as set forth in current provisions and regulations. Each third-party contractor must extend those provisions to its subcontractors to the extent required by applicable laws and regulations.

Answers to questions or guidance needed should be sought from the agency, division, or entity of the Federal Government administering the program to validate and ensure compliance throughout the process.

6.3 **Quantities Limited to Actual Needs.** Procurements shall be limited to the amount necessary to support the quantity of property or extent of services actually needed. Quantities or options may not be added to contracts solely to allow these quantities or options to be assigned at a later date.

6.4 **Evaluation Factors.** The solicitation must identify all factors to be used in evaluating bids or proposals.

6.5 **Contract Type Specified.** The specifications should state the type of contract that will be awarded, such as a firm fixed price contract or cost reimbursement contract. The reason for the selection of type of contract to be awarded will be documented in the procurement files.

6.6 **Award to Other than the Low Bidder.** If the right to award to other than the low bidder is to be reserved, that information shall be stated in the solicitation document. If the right to award to other than low the bidder is exercised, the reason and rationale for rejecting the low bidder must include sound business reasons and must be documented and made available to the bidders and the overseeing agent.

6.7 **Rejection of All Bids or Offers.** Pursuant to Idaho law, whether stated in a solicitation or not, the City of Nampa will always retain the right to reject all bids or offers. If the right to reject all bids is exercised, the reasons and rationale for rejection must include sound business reasons and must be documented and made available to the bidders and the overseeing agent, if required by law.

6.8 **Rolling Stock.** The contract period of performance for rolling stock and replacement parts to be purchased with federal funds shall not exceed five years, inclusive of options, without prior written approval.
6.9 **Cost Principles.** The cost principles contained in the Federal Acquisition Regulation, 48 C.F.R. Part 31, will be incorporated by reference in all contracts where allowable costs must be determined for payment (e.g., all cost reimbursement contracts), and for negotiating all fixed price contracts and modifications where costs are estimated by the contractor and then negotiated for purposes of establishing a contract price. Cost principles for evaluation of proposed costs must be consistent with Federal cost principles.

6.10 **Federal Laws and Regulations.** Procurements must otherwise comply with Federal laws and regulations, including those set forth in current provisions and regulations, or as those may be hereafter amended or superseded, that impose cost rates and restrictions, civil rights and environmental protection requirements applicable to the procurement, and audit service and audit procurement requirements. The City must implement those requirements as necessary through its third-party contracts.

**Section 7. ETHICAL STANDARDS OF CONDUCT**

7.1 **Conflicts of Interest.** No elected official, employee, or agent of the City shall participate in the selection, or in the award or administration of a contract, if a conflict of interest, real or apparent, direct or indirect, would be involved. Such a conflict arises in circumstances including, without limitation, the following:

7.1.1 An elected official, employee, or agent has a financial or other interest in the firm selected for contract award.

7.1.2 An immediate family member (as defined in the Employee handbook/Personnel Manual respecting Family Medical Leave Act) of an elected official, employee, or agent has a financial or other interest in the firm selected for contract award.

7.1.3 A business partner of an elected official, employee, or agent has a financial or other interest in the firm selected for contract award.

7.1.4 An organization employs, or is about to employ, any of the above.

7.1.5 An organizational conflict of interest may also occur where a contractor is unable, or potentially unable, to render impartial assistance or advice to the City due to activities, relationships, contracts, or circumstances which may impair the contractor’s objectivity or give the contractor an unfair competitive advantage. See Section 8 of this Policy.

7.2 **Ethics**

7.2.1 Contractors are subject to statutory and regulatory provisions that guide their ethical conduct in the procurement process. Contractors are subject to debarment and suspension from government contracting for knowingly failing to disclose violations and overpayments on government contracts and/or contracts provided with local funding, in a timely manner.
7.2.2 Public service is a public trust, requiring all elected officials, employees, and agents of the City to place loyalty to the Constitution, the laws and ethical principles above private gain.

1. All elected officials, employees, and agents of the City shall comply in all respects with applicable laws, rules and regulations governing ethical standards of conduct.

2. No elected official, employee, or agent of the City shall hold financial interests that conflict with the conscientious performance of duty.

3. No elected official, employee, or agent of the City shall engage in financial transactions using nonpublic Government information or allow the improper use of such information to further any private interest.

4. The City's elected officials, employees, and agents shall neither solicit nor accept any gratuity, gift, favor, or anything of monetary value from contractors, potential contractors, parties to sub-agreements, or any other person or entity seeking official action from, doing business with, or conducting activities regulated by the employee's agency, or whose interests may be substantially affected by the performance or nonperformance of the employee's duties. Only unsolicited items of nominal intrinsic value may be accepted from such parties, such as advertising souvenirs, for example. In no case may any such item, be greater than fifty dollars ($50.00) in value or as shall be limited by the laws of the state of Idaho.

5. All elected officials, employees, and agents of the City shall put forth honest effort in the performance of their duties.

6. No elected official, employee, or agent of the City shall knowingly make unauthorized commitments or promises of any kind purporting to bind the City.

7. No elected official, employee, or agent of the City shall use public office for private gain.

8. All elected officials, employees, and agents of the City shall act impartially and not give preferential treatment to any private organization or individual.

9. All elected officials, employees, and agents of the City shall protect and conserve City property, and shall not use it for other than authorized activities.

10. No elected official, employee, or agent of the City shall engage in outside employment or activities, including seeking or negotiating for employment, that conflict with official City duties and responsibilities.

11. All elected officials, employees, and agents of the City shall disclose waste, fraud, abuse, and corruption to appropriate authorities.
12. All elected officials, employees, and agents of the City shall satisfy in good faith their obligations as citizens, including all just financial obligations, especially those—such as Federal, State, or local taxes—that are imposed by law.

13. All elected officials, employees, and agents of the City shall endeavor to avoid any actions creating the appearance that they are violating the law or the ethical standards set forth in this section. Whether particular circumstances create an appearance that the law or these standards have been violated shall be determined from the perspective of a reasonable person with genuine knowledge of the relevant facts.

14. Sanctions for violations under this section may include any of those set forth in Title 74, Chapters 4 and 5, Idaho Code, and if applicable, Title 18, Chapter 13, Idaho Code. Disciplinary actions may include any of the actions detailed in the City of Nampa Personnel Policy Manual, up to and including termination.

Section 8. ORGANIZATIONAL CONFLICT OF INTEREST

8.1 Each planned acquisition must be analyzed in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible, and to avoid, neutralize, or mitigate potential conflicts before contract award.

8.2 Organizational conflicts of interest mean that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under a City contract. An example would be when during the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

Section 9. METHODS OF PROCUREMENT

Procurement shall be achieved by one of the following methods:

9.1 Micro-purchases (less than $10,000), for federally funded purchases.

9.2 Small purchases (Micro Purchases between $10,000 and $250,000). (The State of Idaho limit is purchases less than $100,000, which is more conservative than the Federal limit of $250,000).

9.3 Sealed Bids:

9.3.1 A sealed bid process must be used for public works construction in an amount greater than $200,000, and for all other purchases greater than $100,000 whenever bidding is required. (The Federal limit of $250,000 is less conservative than the State of Idaho limit for public works construction. The State of Idaho limit for all other purchases is more conservative than the Federal limit of $250,000). All Federally funded projects must abide by the Federal purchase limits, except where the State of
Idaho purchase limits are more conservative.

9.3.2 For public works construction between $50,000 and $200,000, and all other procurements between $50,000 and $100,000 whenever bidding is required, informal bidding procedures may be used in conformance with Idaho law. For Federally funded projects, the most conservative of Federal or State of Idaho purchasing requirements must be used.

9.4 Competitive proposal (Request for Proposals - RFP): Non-federal entities may use the competitive proposal method when conditions are not appropriate for use of sealed bids (this is appropriate for procurement of services, software, subscriptions and other elements that do not fall under the procurement requirements for A&E services under IC 67-2320, public works constructions as provided under TITLE 67, CHAPTER 28 OF THE IDAHO CODE or as specifically excluded therein.

9.4.1 Requests for proposals must be published or otherwise distributed, including posted on the City’s website, as appropriate, and identify all evaluation. Any response to such requests for proposals must be considered to the maximum extent practical. A minimum publication period of seven (7) days will typically be required, unless circumstances require otherwise. Offerings may require a significantly longer publication and response period.

9.4.2 Proposals must be solicited from an adequate number of qualified sources or solicited through an open public notice, or both.

9.4.3 Evaluation Factors. All evaluation factors are specified in the solicitation; but, numerical or percentage ratings or weight need not be disclosed.

9.4.4 Evaluation Method. A specific method is established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror.

9.4.5 Price and Other Factors. An award is made to the responsible offeror whose proposal is most advantageous to the recipient’s program with price and other factors considered. Such other factors may include, but need not be limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan. The recipient should base its determination of which proposal represents the “best value” on an analysis of the tradeoff of qualitative technical factors and price or cost factors, consistent with the statutory requirement that the contract must support the City of Nampa’s project consistent with applicable State and Federal laws and regulations.

9.5 Two-Step Procurement Procedures. City of Nampa may use two-step procurement procedures in both sealed bid and competitively negotiated procurements, provided the opportunity for full and open competition is retained (This is presented under Idaho Code 67-2805.2 (b), Category B bidding involving the prequalification of bidders based on qualifications and experience. Sealed bids are then solicited from amongst only the successfully prequalified bidders.). Architectural, Engineering, Surveying, Construction Manager/General Contractor, Landscape Architecture and
other related services (A&E services), in accordance with Idaho Code § 67-2320 using a quality based selection process as described in Section 14.

9.6 Design-bid-build (IC 67-2805 or Federal requirements).

9.7 Design-build, subject to the applicable requirements of federal and/or state law.

9.8 Construction Manager/General Contractor Procurement as governed by Idaho Code for non-federal procurement only, except as allowed or authorized by federal law or requirements.

9.9 Emergency and Sole Source procurement and other than full and open competition, when allowed under federal and state law.

9.10 For purposes of determining the appropriate procurement method, value of the procurement shall be determined without allowance for tax and/or freight. Where federal and state law prescribe different standards or requirements, the more restrictive applicable provision shall take precedence except in instances where federal law clearly preempts (or has been found to preempt) inconsistent state law. In instances of non-federal funding, State law applies.

9.11 A determination shall be made by the appropriate Appointed Official that:

9.11.1 The apparently successful offer is responsive (i.e. complies with all material elements of the solicitation);

9.11.2 The offeror is responsible (i.e. possesses the technical and financial resources to successfully perform the contract, and has a satisfactory record of past performance, compliance with public policy, and integrity);

9.11.3 The offeror is not on a Federal Excluded Parties List System; and

9.11.4 The Appointed Official shall also determine that the price(s) are fair and reasonable.

Section 10. MICRO-PURCHASES (Less than $10,000)

Micro-purchase procedures shall be used for federally funded purchases of materials, equipment, supplies, work and/or services for the City when the total price is less than the maximum micro-purchase amount set forth in subsection 3 of this document (currently any price valued less than $10,000). Davis-Bacon prevailing wage requirements will apply to construction purchases over $2,000 in accordance with federal and state law, however, even when micro-purchase procurement procedures are used.

For non-federally funded purchases, the Appointed Official may authorize purchases less than $10,000.00. Purchases from $10,000 but under $50,000.00 (TITLE 67, CHAPTER 28 OF THE IDAHO CODE) may be made with the authorization of the City Council as may be recommended.
by the appropriate appointed official. Purchases for materials or items already duly budgeted and required for daily operation shall be authorized by the passage of an inclusive budget by the Council. Applicable provisions of this policy shall still be required except for additional authorization from City Council.

10.1 The following procedures apply to micro-purchases:

- Micro-purchases should be distributed equitably among qualified suppliers. As permitted under applicable law, local suppliers/vendors are preferred when they remain substantially competitive in price.
- The size of the procurement may not be divided or reduced merely to come within the micro-purchase limit.

Even if competition is not required, the determination that the price is fair and reasonable and a description of how that determination was made is required, and shall be documented.

Section 11. FEDERALLY FUNDED SMALL PURCHASES ($10,000 [note that this limit may be altered by and within funding by a particular Federal Agency] to $50,000 – State of Idaho limit, which is more conservative than Federal limit of $150,000)

Small purchase procedures shall be used for purchases of materials, equipment, supplies, work and/or services for the City when the total value is more than the micro-purchase threshold, but less than $50,000.

11.1 The following procedures apply to federally funded small purchases:

11.1.1 Price or rate quotations must be obtained from at least three qualified sources. The appropriate Appointed Official or his/her designee, shall be responsible for evaluating the adequacy of quotations for small purchases and advising the City Council on the same.

11.1.2 The size of the procurement may not be divided or reduced merely to avoid additional procurement requirements applicable to larger acquisitions.

11.1.3 For Federally funded procurements over $10,000, a cost estimate or competitive price quotations must be documented to determine an estimated cost of materials, equipment, supplies, work and/or services prior to receiving bids or proposals.

11.2 A cost or price analysis will be documented for every procurement, including contract modifications, change orders, and sole source, to determine whether competition and price were adequate.

11.3 NON-FEDERALLY FUNDED SMALL PURCHASES (IC 67-2805, -2806).

11.3.1 Purchases less than $10,000 may be authorized by the Appointed Official. Good judgement
and exploration of price options should be considered.

11.3.2 Purchases from $10,000 to less than $50,000 need authorization or ratification by the City Council.

- Ratification after the purchase is appropriate when a purchase must be made to maintain functionality of a city system or infrastructure, to protect life, health, and property within the responsibilities and charter of the City, or for other reasons authorized by the Mayor which constitute the need for a more expeditious procurement than can be accomplished through authorization at a regularly scheduled City Council meeting.

- Exclusions, such as payment of utility bills, etc. excluded by Idaho Code are also excluded from this requirement.

11.3.3 NON-FEDERALLY FUNDED INFORMAL BID

Purchases of $50,000 up to $200,000 for Public Works Construction and up to $100,000 for personal property acquisition require the use of informal bid procedures (See also section 9.3.2), which may be briefly summarized as follows:

- Solicit three prices from appropriately licensed public works contractors (if for public works construction) or vendors (if for personal property) providing no less than three business days to respond and supplying adequate information, description, etc., to permit a uniform understanding of the work or item to be procured.

- Set a single time by which the quotations are due

- Evaluate timely quotations for responsiveness and price.

- Recommend an apparent low quotation to City Council for approval.

Section 12. COMPETITIVE BID PROCEDURES

Except as otherwise authorized in this Policy, or as authorized or exempted by law, all procurements shall be made by competitive bid as set forth in this section.

12.1 Informal or Formal Bidding is required for all non-exempt purchases of $50,000 or greater.

12.1.1 A sealed formal bid processes must be used for public works construction in an amount greater than $200,000, and for all other purchases of greater than $100,000 when bidding is required.

12.1.2 For public works construction projects between $50,000 and $200,000, and for all other procurements between $50,000 and $100,000 when bidding is required, informal bidding procedures
may be used in conformance with Idaho law.

12.1.3 These amounts are based on the limits set forth in Title 67, Chapter 28, Idaho Code, which differ from the less conservative Federal limit of $250,000.

12.2 **A pre-bid/proposal conference** may be held in competitive bid situations, whether or not sealed bids are required, for the purpose of answering questions and clarifying the requirements and specifications relevant to the Invitation for Bids. Notice for such pre-bid conference shall be advertised and stated in the general requirements section of the Invitation to Bid (in cases where the invitation to bid provides such). A pre-bid conference cannot be made mandatory whenever Federal funds are being used.

12.3 **Procurement Procedures when Sealed Bids are Required.** The following procedures apply to sealed bid procurements:

12.3.1 The City Council or its designee shall cause the Invitation to Bid to be publicly advertised in the official newspaper of the City (presently the Idaho Press), and may also cause it to be published elsewhere, including on the City’s website. The Engineering Department can assist with posting such notices with a Bid Clearinghouse for wider publication purposes. Publications must appear at least twice, and at least seven and fourteen calendar days prior to the bid opening (IC 67-2805).

12.3.2 The Invitation to Bid including any specifications and pertinent attachments, must describe the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.

12.3.3 The Invitation to Bid shall specify the scope of the City’s right to award the contract to other than the low bidder, and its right to reject all bids or offers.

12.3.4 A cost estimate is required to determine the estimated cost of materials, equipment, supplies, work and/or services prior to receiving bids or proposals. Preparation of this cost estimate may require queries market prices for personal property items, labor and material costs for construction, etc.

12.3.5 A cost analysis (i.e., evaluating the contractor’s specific elements of estimated cost and profit) is required for contract modifications, change orders, and when contracting on a sole source basis. The cost analysis shall be documented and placed in the procurement file.

12.3.6 The solicitation and resulting contract must include corresponding Federal requirements.

12.4 **Public Opening of Sealed Bids.**

12.4.1 All bids shall be opened and read publicly at the time and place designated in the Invitation to Bid.
12.4.2 The name and address of each bidder, the bid price, and any other relevant information as specified in the Invitation to Bid shall be read aloud at the bid opening.

12.4.3 It shall be also announced that the bid review will be completed by City staff, which may include legal counsel, and the expected date and time of the meeting at which the City Council would be expected to award the contract.

12.4.4 The contract shall be awarded to the lowest responsive bidder. If the apparent low bid is found to be non-responsive, the reasons for the determination shall be provided.

12.4.5 All bidders will be notified of the contract award.

12.4.6 The purchase record, including each bid, shall be open to public inspection following contract award.

12.4.7 The City Council may reject all bids if there is a sound, documented business or legal reason. Reason for rejection shall be documented.

12.4.8 Protests are to be handled and processed in accordance with Idaho law and any applicable federal requirements.

12.5 Informal Bidding Procedures. The following procedures apply to procurements in which informal bidding is authorized:

12.5.1 Requests for bids shall be supplied to no fewer than three City-designated prospective bidders in writing, which may be delivered via electronic or physical means.

12.5.2 The request for bids must describe the electronic or physical delivery method(s) authorized to submit a bid, the date and time by which a bid proposal must be received by the clerk, secretary or other authorized City official, and shall provide a reasonable time to respond to the solicitation, provided that except in the event of an emergency, such time shall not be less than three business days.

12.5.3 Written objections to informal bid specifications or procedures must be received by the clerk, secretary or other authorized official of the political subdivision at least one business day before the date and time upon which bids are scheduled to be received.

12.5.4 When written informal bids have been received, they must be submitted to the City Clerk or the designated official. The informal bids shall be reviewed by City for compliance with the specifications and requirements. If found appropriate, the apparent low informal bid shall then be presented to the City Council at a regularly scheduled or special City Council meeting for acceptance and award by resolution. The City Council shall then approve the responsive informal bid proposing the lowest procurement price, or shall reject all bids and direct a re-bid or other appropriate action permissible under applicable law.
12.5.5 The purchase record, including each bid, shall be open to public inspection following contract award.

12.5.6 The City Council may reject all informal bids if there is a sound, business or legal reason. Reason for rejection shall be documented.

12.5.7 If fewer than three bids are received or considered, a description of the efforts undertaken to procure at least three bids shall be documented by the City. Such documentation shall be maintained for at least six months after the procurement decision is made, or such longer period as may be required by state law or City policy.

12.6 Authorized Alternative Procurement Methods:

12.6.1 Where authorized by applicable law or regulation (Title 67, Chapter 28 of the Idaho Code) non-Public-Works-Construction purchases made through the following may be used at all levels of cost with appropriate official and City Council approvals for the cost level:

- Joint Purchasing Associations
- Prices issued, bid, or negotiated by a joint purchasing association as provided for under Idaho Code 67-2807
- Costs of participation in Joint powers agreements with other units of Government as authorized under Idaho Code 67-2803(7)
- “The acquisition of personal property when the procurement duplicates the price and substance of a contract for like goods or services that has been competitively bid by the state of Idaho, one (1) of its political subdivisions, or an agency of the federal government;” also known as “Piggy Backing” as authorized under Idaho Code 67-2803(5) quoted above. In the Procurement of Used personal property as authorized under Idaho Code 67-2803(8)
- Procurement from Federal General Services Administration (GSA) or Multiple Award Schedules (MAS);
- Procurement of Heavy Equipment Repairs
- Procurement of Software Maintenance, Support, and licenses for an already procured software system.
- Procurement of public utilities.
- Other items which may be excluded from purchasing requirements under IC 67-2803.

Section 13. COMPETITIVE PROPOSALS – REQUESTS FOR PROPOSALS AND REQUESTS FOR QUALIFICATIONS

A Request for Proposals (RFP) or Request for Qualifications (RFQ) may be utilized when the procurement lacks definite specifications, when proposals are sought for the purpose of establishing a bid specification, when the goods or services being procured involve creative design or professional administration, and/or when subjective criteria is considered in the contract award, so that an award that is in the best interests of the City may be made.
13.1 **Procurement Procedures.** The following procedures apply to procurements by competitive proposals:

13.1.1 The City Council or its designee shall cause the RFP or RFQ (excluding those selections for services subject to quality based selection (QBS) under Idaho Code 67-2320) to be publicly advertised in the official newspaper of the City (presently the Idaho Press) and web site posting(s), if required or desired, at least twice and at least 7 and 14 calendar days prior to the proposal opening. If significant preparation time is expected to be required for proposer to formulate responses, the notification period may be extended and may occur at earlier dates (but no later than the 7 and 14 calendar day intervals).

13.1.2 The RFP or RFQ shall identify all evaluation factors and specify their relative importance in the solicitation; numerical or percentage ratings or weight need not be disclosed.

13.1.3 Proposals shall be solicited from an adequate number of qualified sources.

13.1.4 The RFP or RFQ shall specify the scope of the City’s right to reject all bids or offers, and, with respect to procurements under $25,000 ($50,000 for public works construction) or which are exempt from bidding requirements under applicable state or federal law, its right to award the contract to other than the low bidder.

13.1.5 For Federal procurements over $10,000, an independent cost estimate will be documented to determine an estimated cost of materials, equipment, supplies, work and/or services prior to receiving bids or proposals. Federal procurement actions below $10,000 require documentation that the price is fair and reasonable and a description of how that determination was made by the City.

13.1.6 Price quotations (at least 2) for materials, equipment, and supplies shall be documented.

13.1.7 A cost analysis (i.e., evaluating the contractor’s specific elements of estimated cost and profit) is required for contract modifications, change orders, and when contracting on a sole source basis. The cost analysis shall be documented and placed in the procurement file.

13.1.8 The contract shall be awarded to the lowest responsive bidder if required by state or federal law. In such cases, if the apparent low bid is found to be non-responsive, the reasons for the determination shall be stated on the record.

Section 14. **ARCHITECTURAL, ENGINEERING, AND OTHER RELATED SERVICES (A&E SERVICES)**

The use of qualifications-based procurement procedures, pursuant to Idaho Code § 67-2320, shall be used when City seeks to acquire architectural and engineering services, such as program management, construction management, feasibility studies, preliminary and final engineering and design, architectural, engineering, surveying, mapping, and other related services set forth in IC 67-2320.
14.1 Qualifications-Based (also known as Quality-based) Procurement Procedures. Currently, the applicable procedures are as follows:

14.1.1 The quality-based selection generally consists of:

- Solicitation for Statements of Qualification (SOQs) known as a Request for Qualifications (RFQ).
  - Notification: If the anticipated design effort is expected to reach or exceed $25,000 in value, notification should be provided in the official newspaper of the City at least seven and fourteen days prior to the due date of the SOQs (IC 67-2320(2)h).
- Requests for qualifications should describe the nature and scope of services contemplated and typically elucidate those elements upon which SOQs will be scored.
- Ranking of SOQs and negotiation for a contract beginning with the highest ranked respondent and relegating to the second and so on until successful negotiations for price and scope are reached, OR
  - “Short-listing” respondents from the SOQ ranking for interviews and creating a new and final ranking based on the outcome of the interviews. Negotiations and relegation then occur as described above.

14.1.2 This process may be used to create a roster of multiple firms to which relevant design tasks may be assigned. When creating such a roster, SOQs should be sought in the same manner and meet the same notification requirements (IC 67-2320(2)h).

- Projects of smaller scope, or those solicited from a roster as in 9.5.2 may use an abbreviated quality-based selection process or, in accordance with applicable law be selected directly
  - Non-federally funded less than $25,000 in accordance with IC 67-2320
  - Procurement with Federal Award/Grants shall comply with the applicable regulations for Non-Federal entities under 2 CFR 200.

14.1.3 The RFQ shall identify all significant evaluation factors and may contain their relative weighted importance.

14.1.4 For Federal procurements and as required by the Federal Agency through which funding is obtained, an independent cost estimate must be conducted to determine a reasonable estimated cost of materials, equipment, supplies, work and/or services prior to receiving bids or proposals. This is referred to by some Federal entities as an Independent Fee Estimate and may be generated by an uninvolved third-party consultant capable of proposing the same kind of services.

14.1.5 Other requirements of the specific Federal Agency or entity through which funding is obtained shall be met.

- These agencies and entities include but may not be limited to:
  - Housing and Urban Development (HUD)
Section 15. DESIGN – BID – BUILD

City of Nampa may procure design-bid-build services through means of bidding as described above. If the City elects this method, relevant provisions of the Idaho Code and other applicable state requirements will be used to establish the minimum procedures.

Section 16. DESIGN – BUILD

16.1 Design-build procedures must be procured through means of a qualifications-based competitive proposal procedures based on applicable provisions of Idaho Law including, but not limited to, IC 67-2320 and Idaho Code Title 54, Chapter 19. It is the intent of this policy to permit all those procurement methods held legal by the State of Idaho and other applicable rule or law.

Section 17. EMERGENCY PROCUREMENT AND OTHER THAN FULL AND OPEN COMPETITION

Noncompetitive procurement processes may be used as provided for by law and any applicable Federal rule, or circular applicable when Federal funding through a particular program is used. Non-emergency procurement is provided for under Idaho Code 67-23 which includes purchasing associations, General Services Administration and Multiple award Schedules, the duplication of the price and substance of procurements by a political subdivision of the State of Idaho or a division of the Federal Government. Nothing in this policy is intended to prohibit the use of any procurement method provided for under the laws of the State of Idaho or applicable rules assurances, etc. of a Federal Program through which funding for a particular procurement has been obtained.

17.1 Emergency Procurement. Emergency Procurement must be performed in accordance with the Laws of the State of Idaho provided for under IC 67-2808 including findings and notifications.

17.2 Sole Source. Sole source procurement may be found necessary when an integrated system already in place relies upon or is best functional with the use of specific or like components or parts. It may further be necessary in other circumstances permissible under Idaho Code 67-2808. When procurement is to be made using Federal Funding, any sole source procurement must be made in accordance with applicable Federal rule, law, assurances, etc. applicable to the program through which funding is acquired.

Section 18. EVALUATION OF BIDS OR PROPOSALS

Proposals shall be evaluated based on the requirements set forth in the bid or proposal solicitation. Negotiations and contracts arising from an RFP process shall be in substantial compliance with the
RFP Documents. The successful respondent shall, in such a process, enter into a contract in substantial compliance with the accepted proposal. Bids shall be evaluated in accordance with the contract documents made a part of the invitation to bid and the requirements of Idaho Law. In instances of Federal funding, the additional stipulations levied by applicable rules, grant assurances, etc. associated with the program through which the federal funding has been obtained will also apply. The City will reserve the right to reject all bids in instances where such may be in the best interest of the City.

18.1 **Opening and Evaluation of Bids.** Formal Bids will be opened in a public setting in accordance with the published notice required by Idaho Code and applicable regulations. Bids shall be read aloud. No bidder shall be identified as the “Low bidder” but rather the “Apparent Low Bidder” until a subsequent thorough review of the Bids allows a determination of whether the apparent low bid is responsive. The evaluation of responsiveness shall include compliance with all applicable federal and state laws, as well as all bid specifications and instructions. This may include finding that a bidder is “Responsible” as may be required in Section 19 of this document. Failure to comply with bid instructions, acknowledge all addenda, or other bid defects are grounds for finding the Bid unresponsive. The City shall reserve the right to waive bid defects. Such a determination shall be solely at the discretion of the City.

18.2 **Additive Bid Items.** In awarding any contract for which additive alternates have been included, the following shall apply:

18.2.1 The City may make the award based on the price of the base bid or the base bid plus options. This may affect which bid will be found to be the apparent low bid.

**Section 19. CONTRACT AWARD**

19.1 **Award Only to a Responsible Contractor.** To the extent allowed or required by Idaho Law, and where applicable rules, regulations, assurances, etc. associated with a Federal Program through which the funding for a project is obtained, contract awards may only be made to "responsible" contractors, possessing the ability, willingness and integrity to perform successfully under the terms and conditions of the contract. For Federally funded Projects the prospective contractor must at a minimum satisfy the following criteria to demonstrate its qualifications as a "responsible" contractor:

19.1.1 Integrity and Ethics. Has a satisfactory record of integrity and business ethics.

19.1.2 Debarment and Suspension. Is neither debarred nor suspended from Federal programs under U.S. Department of Transportation (DOT) regulations, "Nonprocurement Suspension and Debarment," 2 CFR Parts 180 and 1200, or under the Federal Aviation Regulations at 48 CFR Chapter I, Part 9.4.

19.1.3 Affirmative Action and DBE. Is in compliance with the Common Grant Rules' affirmative
action and disadvantaged business enterprise requirements.

19.1.4 Public Policy. Is in compliance with the public policies of the Federal Government.

19.1.5 Administrative and Technical capacity. Has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.

19.1.6 Licensing and Taxes. Is in compliance with applicable licensing and tax laws and regulations. For public works construction projects, the bidder and all named subcontractors shall have a valid Idaho Public Works contractor license commensurate with the value of the work to be performed unless such requirement is prohibited by Federal law.

19.1.7 Financial Resources. Has, or can obtain, sufficient financial resources to perform the contract.

19.1.8 Production and Capability. Has, or can obtain, the necessary production, construction and technical equipment and facilities.

19.1.9 Timeliness. Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

19.2 A contractor unable to comply with the criteria in 19.1 pertaining to integrity, lawful past performance, licensing, etc., based on egregious deviation from the same, may be found unresponsive despite an otherwise responsive bid.

19.3 The contract award will be made by a resolution of the City Council.

19.4 Subsequent to a City Council resolution awarding the bid to the responsive low bidder, notice of award and/or notice to proceed will be issued by the appropriate Appointed Official or his/her designee.

Section 20. CORRECTION OF BIDS OR PROPOSALS

Changes to a contract following award of bid may be permissible except that no change shall create a literal or apparent injustice to other bidders, as determined by the Appointed Official in concert with Legal Counsel (as needed).

20.1 Minor informalities, irregularities, or defects in a bid or proposal may be waived by City unless otherwise noted in writing in the bid documents.

Section 21. BID AND PROPOSAL PROTEST PROCEDURES

Bidders or offerors wishing to protest the legitimacy of any type of procurement action must submit their pre-award Notice of Protest in writing pursuant to Idaho Code

21.1.1 Protests are required to be processed in the manner prescribed by Idaho statutes and any
applicable federal law, circular, order, or guidance issued by the Federal Agency through which funding is obtained.

Section 22. CONTRACT CHANGES AND MODIFICATIONS

22.1 Approval Requirements. The City must have cost justifications supporting each change order it may issue.

22.2 Cost Restrictions. The cost of any change, modification, change order, or constructive change to a current contract must be allowable within the scope of any applicable grant or cooperative agreement, and reasonable for the completion of the project scope.

22.3 Impermissible Actions.

22.3.1 Cardinal Changes. A significant change in contract work (property or services) that causes major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract.

22.3.2 This section is not intended to prohibit the extension of work activities arising under the variable scope of a Local Improvement District to which additional property owners may join. Nor is it intended to prohibit the extension of like work to a contractor in an extension of necessary quantities or work, for example performing the an identical or nearly identical scope of work for the same unit pricing. Contract changes that extend quantities or increase scope are permissible if in the best interest of the City provided they are not prohibited for a specific project by the program rules under which the funding for a specific project is obtained.

Section 23. CONTRACT DISPUTES

Settlement of all contractual and administration issues arising out of procurement will be handled in accordance with good administrative practice and sound business judgment. These issues include but are not limited to, source evaluations, protests, disputes, and claims. This provision does not relieve the City of any contractual responsibilities under its contracts. If applicable, the Federal awarding agency will not substitute its judgement for that of the City unless the matter is primarily a Federal concern. Violations of the law will be referred to the local, state, or Federal authority having proper jurisdiction. These regulations are in accordance with e-CFR 200.318 (f).

Section 24. CLAIMS AND LITIGATION INVOLVING FEDERALLY-FUNDED CONTRACTS

The City shall comply with the requirements pertaining to claims and litigation involving Federally funded third party contracts as set forth under federal rule or law and in compliance with applicable
orders or circulars of the Federal Agency through which funding for the subject project or activity is obtained.

Section 26.  BONDING POLICY

For Public Works Construction projects that are formally bid, for projects required to have bonding under applicable Federal rule, law, circular or order, and for other such projects as the City may deem in its best interest the following bid and performance bonding requirements shall apply:

For Federally Funded projects, Performance Guarantees will be required in an amount equal to or greater than the amount required by the federal program involved, to ensure faithful performance of the contract. The successful bidder shall certify that it will provide the requisite Performance Guarantee to the City of Nampa within the time required by the federal program through which the contract is administered after contract execution.

26.1  City of Nampa requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the City of Nampa. The City may, as deemed appropriate, require another form of financial security if the bond or bonding capacity of a contractor is in question.

26.2  Each bidder will be required, based on the rules of the Federal Program through which the project is funded or at the direction of the City if locally funded (as specified in contract documents at invitation to bid), to provide a bid guarantee equivalent to five percent (5%) of its bid price and must consist of a firm commitment such as a bid bond, certified check, letter of credit, or other non-negotiable instrument accompanying a bid. This is to ensure that the bidder will honor its bid upon acceptance.

26.3  A performance bond which complies with Idaho Code § 54-1926 in the amount of one hundred percent (100%) of the total contract price shall be received from the successful contractor prior to contract award.

26.4  For Federal funded projects, a payment bond on the part of the contractor which complies with Idaho Code § 54-1926 in the amount of one hundred percent (100%) of the total contract price shall be received from the successful contractor prior to contract award.

26.5  Retainage. The City will withhold retainage during the progression of a project in accordance with requirements of Idaho Code and to secure completion of punch list items after substantial completion of the project. Substantial completion shall mean completion to a point in which the project can be functionally used for its intended purpose. The City shall retain authority to determine, in consultation with the contractor, the actual time or point at which substantial completion has been achieved.

Section 27.  DISPOSITION OF SURPLUS LAND, FACILITIES, EQUIPMENT, AND
MATERIALS

The appropriate Appointed Official and his/her designee will be responsible, with assistance and guidance of the City Clerk, for the disposition of all surplus facilities, equipment and properties and shall make recommendations to Council as to the facilities, equipment, and/or properties to be disposed of and the required method(s) of disposal that will yield the highest net return and comply with state and federal requirements.

27.1 The disposal of items acquired with federal funding will require full or partial reimbursement to the federal agency in accordance with applicable federal regulations, rules, laws, and circulars applicable to the federal funding mechanism that originally acquired the items including equipment, facilities, and properties.

27.2 See also City of Nampa’s Fixed Asset Policy for further requirements and procedures regarding disposition of surplus land, facilities, equipment, and materials.

Section 28. PURCHASE RECORD MAINTENANCE

The City of Nampa shall maintain records sufficient to detail project performance and financial records in accordance with the City’s records retention policy. The City must also maintain records sufficient to detail the significant history of a procurement, including but not limited to the following:

28.1 The rationale for the method of procurement.

28.2 The selection of contract type and evaluation criteria.

28.3 Contractor selection or rejection, and rationale.

28.4 The basis for the contract price.

28.5 A bid tabulation or proposal evaluation worksheet or similar

Section 29. STATE, FEDERAL, AND INTERGOVERNMENTAL AGREEMENTS

The City Council is authorized to enter into intergovernmental purchase agreements between the City and the state and/or other political subdivisions, or public or nonprofit organizations whose membership consists of such entities in accordance with Title 67, Chapter 28 of the Idaho Code.

29.1 Public notice advertising requirements shall be deemed met by the advertising of the partner entities for non-federally funded projects and where federal requirements permit such.

Section 30. CONTRACT PROVISIONS

Third-party contracts shall contain provisions required by the applicable State, Federal and local laws. Each third-party contractor must extend those provisions to its subcontractors to the extent required
by applicable laws and regulations. In all cases, the appropriate Appointed Official will provide City of Nampa’s legal counsel with all solicitation provisions and contract clauses, which comply with then-current Idaho State requirements.

Section 31. PAYMENT

The City payment policy is generally reimbursement-only. In specific circumstances, the City may make advance payment as may be appropriate.

31.1 Federally Funded Progress Payments Based on Percentage of Completion. For federally funded projects, the Federal Government authorizes progress payments on its construction contracts based on a percentage or stage of completion of work. This type of progress payment is standard for construction contracts for all Federal agencies. 49 C.F.R Part 18.21(d) allows grantees and sub-grantees to use the percentage of completion method to pay their construction contractors, which is consistent with the regulations for Federal contracts. However, grantees may not use the percentage of completion method for non-construction contracts. For those contracts, progress payments based on costs incurred must be used.

31.1.2 Payment for non-federally funded construction work should be made on a progress payments basis that represents costs incurred in the performance of a contract. When progress payments are used, City of Nampa must obtain adequate security for the amount of the progress payment. Contracts for purchases smaller in nature sometimes require an advanced payment. Such advance payments shall only be made with the knowledge and approval of the appropriate appointed official.

31.2 For Federally funded projects, staff should refer to the Federal Acquisition Regulation (FAR) clause at FAR 52.232-16 for guidance on the specific issues that need to be addressed in the progress payments clause to ensure that the contract adequately addresses all important issues, including:

- **Computation of amounts** – percentage of total costs, definition of “costs” to be included in the calculation (i.e., only those actually paid by the contractor, incurred but not paid, etc.)
- **Liquidation** – the method of linking value received to payments made.
- **Reduction or suspension of payments** – the circumstances under which the grantee may reduce or suspend progress payments.
- **Title** – this provision should define the property considered allocable to the contract (parts, materials, special tooling, special test equipment, drawings and technical data, etc.) and the party that retains title to the property/work-in-process for which the progress payments are made.
- **Risk of loss** – the contract should be clear as to which party assumes the risk of loss to contract property and work-in-progress before final acceptance of the units. *In the Federal clause, the contractor assumes the risk of loss even though title to all property acquired under the contract vests in the Government.*
- **Progress payments to subcontractors** – this provision needs to define the circumstances under which the prime contractor must make progress payments to fixed-price
subcontractors, and the subcontract terms to be included (covering the same issues as the prime contract’s progress payment clause).

- **Adequate accounting system/reports** – the contract must require an adequate job-order accounting system to be maintained that properly accounts for the costs of the job even though the contract is fixed-price. This provision should also give the grantee the right to require certain reports or other data in support of the contractor’s invoices.

- **Access to records** – this provision must give the grantee the right to conduct audits of costs claimed in progress payment invoices.

- **Veterans Preference** – all contracts must contain a provision giving hiring preferences to veterans.

If requirements of the Federal program, which a project or purchase is funded, differ, the requirements of said Federal program shall apply.

**Section 33. CONTRACT ADMINISTRATION FILES**

**33.1 The Common Grant Rules**

When utilizing Federal Funding the Common Grant Rules require City of Nampa to prepare and maintain adequate and readily accessible project performance and financial records, covering procurement transactions as well as other aspects of project implementation. City of Nampa is required to maintain these records for three years after City of Nampa and/or any sub-recipients have made a final payment and all other pending matters are closed.

Contract file records must include: the rationale for the method of procurement; selection of contract type; reasons for contractor selection or rejection; and, the basis for the contract price. The contract file documentation should represent the history of the procurement, including the basis for important decisions that were made (e.g., how the contractor was selected, the basis for the price, etc.). The procurement history should be documented and reflect the size and complexity of each procurement.

**Section 34. PROHIBITED OR RESTRICTIVE CONTRACT TYPES**

**34.1 Cost Plus a Percentage of Cost contracts are prohibited, unless a guaranteed maximum price is specified.**

**34.2 Percentage of Construction Cost contracts are prohibited.**

**34.3 Time-and-Materials Contracts.** Time-and-materials contracts may be used only after a documented determination is made that no other type of contract is suitable. Such contracts will specify a ceiling price (a limitation of funding) that the contractor shall not exceed except at its own risk.

**Section 36. LIQUIDATED DAMAGES and EARLY COMPLETION BONUSES**
36.1 **Risk Management.** City of Nampa shall determine whether to use or not to use a liquidated damages or early completion bonus provision for a specific procurement, as part of an overall risk management program.

36.2 **Calculation.** The amount of liquidated damages must be reasonably calculated to represent estimated actual damages City of Nampa might suffer as the result of an inadequacy or delay in contract performance, and such damages would be difficult or impossible to determine with certainty. Early completion bonuses should likewise be based on a rational for savings to the City that would arise from the early completion.

36.3 **Measurement.** Liquidated damages or early completion bonuses may be imposed for an entire contract or for a readily identifiable milestone or deliverable, and the measurement period may be other than a day, where appropriate.

36.5 **Solicitation Requirements.** If it is determined that a liquidated damages or early completion bonus provision will be included, the solicitation shall identify with specificity the circumstances in which the liquidated damages will be imposed and the rate to be charged, except when the construction contract is negotiated as in a CMGC contract, in which case such terms shall be included in the CMGC contract. The file shall document the derivation of the rate of assessment and ensure it is reasonable, proper and not arbitrary or punitive.

**Section 37. TERMINATION**

Formally bid Public Works Construction contracts, including Federally funded contracts, in excess of the simplified acquisition threshold as defined herein shall include contractual provisions that allow for administrative or legal remedies in instances where contractors violate or breach the contract terms. The clauses listed, as well as those required under the particular program through which a project is funded, will be inserted in the appropriate contracts:

37.1 **Termination for Default, Breach or Cause.** If the Contractor fails to perform the services within the time specified in this contract or any extension thereof, or if the Contractor fails to comply with any other provision of this contract, City of Nampa may terminate the contract for default. Termination shall be effected by serving a Notice of Termination to the Contractor setting forth the nature of the default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract. If the contract is terminated while the Contractor has possession of City of Nampa goods, the Contractor shall, upon direction of City of Nampa, protect and preserve the goods until surrendered to City of Nampa or its agent. The Contractor and City of Nampa shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If it is later determined by City of Nampa that the Contractor had an excusable reason for not performing, such as events which were not the fault of or were beyond the control of the Contractor, City of Nampa, after setting up a
new delivery of performance schedule, may allow the Contractor to continue work, or treat the
termination as a termination for convenience.

37.2 **Opportunity to Cure.** City of Nampa, in its sole discretion, may, in the case of a termination
for default, allow Contractor at least ten (10) days in which to cure the defect. In such case, the notice
of termination will state the time period in which cure is permitted and other appropriate conditions.
If Contractor fails to remedy the default to City of Nampa’s satisfaction within ten (10) days after
receipt of Notice of Termination by Contractor, City of Nampa shall have the right to terminate the
contract without any further obligation to Contractor. Any such termination for default shall not in
any way operate to preclude City of Nampa from also pursuing all available remedies against
Contractor and its sureties for such default.

37.3 **Waiver of Remedies for Default or Breach.** In the event that City of Nampa elects to waive
its remedies for any default by contractor of any covenant, term or condition of the contract, such
waiver by City of Nampa shall not limit City of Nampa’s remedies for any succeeding default of that or of any
other term, covenant, or condition of the contract.
The project is to be funded by Water Works. The expenditure was approved as part of the 2019 budget for an amount of $30,000.

Documents have been reviewed and approved by Legal.

The total cost of the project will be $39,902, which includes the design fees of $2,070, HVAC of $30,432 and Gas line install of $7,400. Based upon the bid exceeding the budget, Water Works has determined the remaining amount of $2,502.00 for the HVAC will be paid from Waterworks Repair and Maintenance Building. The $7,400 gas line will come from Waterworks Contracted Services.

Facilities Development, as part the Department of Building Safety and Facilities Development, is charged with maintaining and improving City property. Water Works has identified a need for installation of heating units at the Water Works Truck Shed. 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 heat project. A pre-bid walk through was conducted at the project site on December 13, 2018 at 11:00 a.m.

A total of four (4) bids were received on December 20, 2018.

The apparent low bid was received from American Mechanical.

Contractor will be required to provide necessary bonds, insurance and other documents before the agreement can be executed and the Notice to Proceed issued.

REQUEST: Council award bid, and authorize Mayor Kling to sign contract with American Mechanical for the Water Works Truck Shed Heat Project not to exceed contract amount of $37,832.
THIS AGREEMENT executed on this the 22nd day of January and between City of Nampa, (hereinafter “Owner”), and American Mechanical, Corp. (hereinafter "Contractor").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein “City of Nampa hires Contractor, and Contractor agrees to work for City of Nampa under the terms and conditions hereby agreed upon by the parties:

WORK TO BE PERFORMED

Contractor agrees to perform work for City of Nampa on the terms and conditions contained herein and as agreed upon as described within the bid documents.

City of Nampa does hereby employ the Contractor to perform the services and work as stated in the bid documents for City of Nampa Waterworks Truck Shed Heat Project for the Base Bid of $37,832.

LIQUIDATED DAMAGES

Contractor hereby agrees to commence work under this contract within 10 days of the Notice to Proceed and to fully complete the project within 30 consecutive calendar days thereafter. Contractor further agrees to pay as liquidated damages, the sum of $250.00 for each consecutive calendar day thereafter or after the established substantial completion date or adjusted date as established by change orders.

These damages shall not apply, should unforeseeable causes beyond the control and without the fault or negligence of the Contractor cause delays in the completion of this project.

INSURANCE

Contractor agrees to provide and maintain insurances in the amount of $1,000,000 General Liability, $2,000,000 Aggregate, and $1,000,000 Automobile Liability and Workers Compensation.

HOLD HARMLESS

Contractor agrees to defend, indemnify and hold City of Nampa harmless from any and all liability or claim for damage because of bodily injury, death, property damage, sickness, disease or loss and expense resulting from, arising out of, or incurred from the Contractors' negligence in the performance of the construction Contract. Each Contractor and subcontractor is acting in the capacity of an independent Contractor with respect to the Owner. The Contractor further agrees to protect, defend and indemnify the Owner from any claims by laborers, subcontractors or anyone directly or indirectly employed by Contractor or Subcontractor for unpaid work or labor performed or materials supplied in connection with the Construction Contract.
LIEN WAIVERS

Contractor shall protect, defend and indemnify City of Nampa from any claims for unpaid work, labor or materials.

WITHHOLDING

Contractor is an Independent Contractor and shall be responsible for his own income taxes and other employment taxes.

ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of City of Nampa, but in no case, shall consent relieve Contractor from their obligations, or change the terms of the contract.

PERMITS AND LICENSES

Contractor agrees to provide and maintain any and all required State and local permits, and/or inspection fees per City of Nampa Building Department. Contractor must possess and maintain a valid Public Works license with the State of Idaho.

WORK PERFORMANCE

1) The Contractor shall protect all work adjacent to the Contract site from any damage resulting from the work of the Contractor and shall repair or replace any damaged work at his/her own expense.

2) The Contractor shall replace and put in good condition any existing conditions damaged in carrying out the contract.

3) The Contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience.

4) The Contractor shall conduct his activities in a business-like manner and adhere to the reasonable wishes of the Owner in relation to his working schedule.

RIGHT TO STOP WORK

If the Contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

DEFAULT

The contract may be cancelled or annulled by City of Nampa in whole or in part by written notice of default to Contractor upon non-performance, violation of contract terms, delivery failure, bankruptcy, or insolvency, or the making of an assignment for the benefit of creditors. City of Nampa reserves the right to grant Contractor a specified cure period during which to cure or remedy the default, which cure period shall be included in the written notice of default.
INVOICING

Following acceptance of each payment term, payment shall be made within thirty (30) calendar days from receipt of itemized invoice. Before City of Nampa will pay any invoice, the invoice must include the job name, department name, dollar amount and any other pertinent information.

Conflict of Interest

No person who is an employee, agent, consultant, officer, or elected or appointed official of the City of Nampa or other pertinent party may obtain a personal or financial interest or benefit from, or have an interest in, this contract or the proceeds hereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter, if they exercise or have exercised any functions or responsibilities with respect to the program or are in a position to participate in a decision-making process or gain inside information with regard to the program.

This Contract shall be construed under the laws of the State of Idaho and City of Nampa and may be modified or amended only by a written instrument executed by both the Owner and the Contractor.

IN WITNESS WHEREOF, THE OWNER AND THE CONTRACTOR HAVE EXECUTED THIS CONTRACT AS OF THE DATE FIRST WRITTEN ABOVE.

AMERICAN MECHANICAL, CORP. 

AUTHORIZED SIGNATURE/TITLE

CITY OF NAMPA 

AUTHORIZED SIGNATURE/TITLE
BID FORM

TO: City of Nampa
310 13th Ave South
Nampa, ID 83651

PROJECT: CITY OF NAMPA WATERWORKS TRUCK SHED HEAT PROJECT
PROJECT NO.: 19-006

DATE:

SUBMITTED BY:

Name: American Mechanical Corp.
Address: 502 Laurel St. Caldwell, ID 83605

OFFER

Having examined the Place of the Work and all matters referred to in the Construction Documents for
the above-mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the
Work for the Sum of:

Thirty-seven thousand eight hundred thirty-two dollars $ 37,832

in lawful money of the United States of America.

ALLOWANCES:

The following is the total amount INCLUDED in the BASE BID for contingencies:

Two thousand five hundred dollars and zero cents $ 2,500.00

in lawful money of the United States of America.

Amounts shall be shown in both words and figures; in event of discrepancy, the amount in words shall govern

All applicable federal taxes and State of Idaho taxes are included in the Bid Sum.

City of Nampa Waterworks Truck Shed Heat Project #19-006
ACCEPTANCE
This offer shall be open to acceptance and is irrevocable for thirty (30) days from the Bid closing date.

If this Bid is accepted by the Owner within the time period stated above, we will:

Execute the Agreement within ten (10) days of receipt of Notice of Acceptance of this Bid.

Furnish the Performance and Payment Bonds within ten (10) days of receipt of Notice of Acceptance of this Bid.

Commence work within seven (7) days after execution of the Agreement.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bonds, the surety deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser or the face value of the security deposit or the difference between this Bid and the Bid upon which the Contract is signed. Bid Bond is NOT required for this project.

In the event our Bid is not accepted within the time stated above, the required security deposit, if required, shall be returned to the undersigned; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME
If this Bid is accepted, we will:

Complete the Work in the time limits agreed upon.

CHANGES TO THE WORK
Changes in the Work will be net cost plus a percentage fee.

On work deleted from the Contract, our credit to the Owner shall be the Engineer approved net cost plus the overhead and profit percentage noted above.

ADDENDA
The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Sum.

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>NA</th>
<th>Dated</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum No.</td>
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<tr>
<td>Addendum No.</td>
<td>NA</td>
<td>Dated</td>
<td></td>
</tr>
</tbody>
</table>

City of Nampa Waterworks Truck Shed Heat Project #19-006
BID FORM SIGNATURE(S)

The Corporate Seal of

American Mechanical Corp.

(Please print full name of your Proprietorship, Partnership, or Corporation)

Was hereto affixed in the presence of:

Authorized Signing Officer

Title

Licenses No. HVC-C-3479

(If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.)

NAMING OF CONTRACTOR(S)

5.4 Naming of contractors Section 67-2310, Idaho Code, requires general (prime) contractors to include in their bid the name of the subcontractors who shall, in the event the contractor secures the contract, subcontract the plumbing, heating and air conditioning and electrical work under the general (prime) contract. Failure to name subcontractors as required by this section shall render any bid submitted by a general (prime) contractor unresponsive and void. Subcontractors named in accordance with the provisions of this section must possess an appropriate license or certificate of competency issued by the State of Idaho covering the contractor work classification in which the subcontractor is named.

The Owner interprets this law to mean three separate areas of work, 1) plumbing work, 2) heating and air conditioning work, and 3) electrical work. The Owner also interprets this to mean the entity that will perform the work at the site, regardless of contractual relationship whether a subcontractor, a sub-subcontractor, or the prime contractor submitting the bid.

Bidders shall be licensed in the State of Idaho, in accordance with the provisions of an act known as “Public Works Contractor Licensing Law” Idaho Code 54-1901 et seq. The term “Public Works Contractor” includes the contractor, sub-contractor, or specialty contractor regardless of the dollar value involved.

HVAC SUBCONTRACTOR: American Mechanical Corp.

ADDRESS: 622 Laurel St. Caldwell, ID 83605

BY: Sunday Hines

TITLE: Estimator

DATE: 12/01/18 PHONE: 208-465-7733

City of Nampa Waterworks Truck Shed Heat Project #19-006
PUBLIC WORKS LICENSE NO: PWC-C-142116-A-4

CONCRETE/ASPHALT SUBCONTRACTOR: Vassar Enterprises
ADDRESS: 18703 Midland Blvd. Nampa, ID 83687
BY: Paul Vassar
TITLE: President
DATE: 12-20-18 PHONE: 208-919-4276
PUBLIC WORKS LICENSE NO: PWC-C-019537-D-4

PLUMBING SUBCONTRACTOR: NA
ADDRESS:
BY:
TITLE:
DATE: PHONE:
PUBLIC WORKS LICENSE NO: 

END OF BID FORM
Bid Tabulation Sheet
Water Works Truck Shed Heat
Bid Opening - December 20, 2018 2:30 p.m.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Bond</th>
<th>Base Bid</th>
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<tr>
<td>RM Mechanical</td>
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<td>ACCO Engineered Systems</td>
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<tr>
<td>Cascade Enterprises</td>
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<td>$75,000</td>
</tr>
<tr>
<td>American Mechanical</td>
<td>N/A</td>
<td>$37,832</td>
</tr>
</tbody>
</table>
Deborah Bishop

From: Rick Hogaboam
Sent: Monday, January 28, 2019 11:03 AM
To: Victor Rodriguez; Sandi Levi; Randy Haverfield; mhilty@nampalaw.com; Deborah Kling; Darl Bruner; Bruce Skaug; Clerks Email; Deborah Bishop; Claire Connley
Cc: Beth Ineck; Robyn Sellers
Subject: City Council Agenda Item Request

Mayor, Council, Clerk, Legal,

I’m requesting that an item be placed on the agenda about crafting an ordinance that will prohibit smoking in library square.

Just enjoyed a cup of coffee with a friend in Caldwell. One thing I appreciate about Indian Creek Plaza and the positive atmosphere they got going is how clean and family-friendly it is. Numerous library patrons have complained that our library square is often filled with secondhand smoke from smokers who camp out on the benches or near the fountain. I don’t mind people peacefully passing their time, but I believe secondhand smoke is a property rights issue and that our patrons (including pregnant women and children) shouldn’t be forced to inhale carcinogens while visiting the library.

I’ve included pictures of Indian Creek Plaza. Perhaps Mark can craft something similar to what they have for their Plaza.

Claire is copied in from the library as she’s supporting of this consideration. Beth and Robyn are also copied in from econ development as they told me they also support this consideration.

This isn’t about being nanny state and restrictive but rather assuring the property rights of our patrons aren’t being violated where we should be prioritizing the public accommodations and side with their right not to breath cancer-causing carcinogens over the rights of people who want to smoke in this particular area.

Consideration can be given for library employees who wish to smoke to do so maybe in a particular area in the alleyway. But the benches, grass, and fountain area should be cleared from smoking. I want to get ice cream from Stella’s and be able to sit with my kids near the fountain without inhaling smoke. Thanks.
Serving Nampa,
Rick Hogaboam
Nampa Councilmember
Cell (208)-550-7152
City Council bio link:
id-nampa.civicplus.com/523/Rick-Hogaboam

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.

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.
**08-01-29: SMOKING PROHIBITED AT CALDWELL EVENTS CENTER:**

No person shall light, use, or smoke any cigarette, electronic cigarette, cigar, pipe, hookah, or other similar product, while at the following locations, commonly known collectively as the "Caldwell Events Center", including the surrounding premises and parking lots associated with said locations: Simplot Stadium, O'Connor Field House, the Canyon County Fairgrounds, the Caldwell Night Rodeo Arena, the Wolfe Field Baseball Stadium, Gabiola Field, or on any other publicly owned property located within the boundaries generally defined as lying in the area bounded by 22nd Avenue to the northwest, Blaine Street to the southwest, Linden Street to the southeast, and the railroad tracks to the northeast. The definition of the term "electronic cigarette" shall be as set forth in Idaho Code section 39-5702. A violation of this provision shall be an infraction, the penalty for which shall be one hundred dollars ($100.00), plus court costs. (Ord. 3046, 4-18-2016)
Date: January 30, 2019

To: Mayor Kling & City Council

From: Beth Ineck, Economic Development Director

RE: Library Square Smoking Ban

Over the last six months, the City, Downtown Nampa, and Department of Commerce have engaged in a partnership to gain community feedback on what residents and businesses would like to see in Downtown Nampa. Focus groups were held with a variety of stakeholder groups in August and September, and then a general community survey was distributed between the end of November and first of January. We are still analyzing the data from the community surveys, but throughout the focus groups, one of the top comments was the desire for a “family friendly” downtown. Nampa’s average age is 31.4, which is nearly 4 years younger than Boise and 7 years younger than the national average age. We are truly a family-oriented community. One of our largest population segments is between the ages of 5 to 17, with 30% of our population under the age of 18.

What does it mean to create a family friendly downtown? Through community feedback, we will establish our top priorities of focus for the next five years. This effort will further define the types of businesses we want to recruit, the important design elements, and a vision for the brand of Downtown Nampa. We hope to create the type of environment that truly capitalizes on the asset the library brings as an anchor tenant in the historic district. We want to create an environment where families will enjoy the public space within Library Square as well as walk the two blocks to the Historic Train Depot or have lunch at a restaurant. We want to create an environment that is engaging for families and where kids belong.

To accomplish this vision, there is a lot of work to be done. One item that has been a concern in capturing this family environment is the prevalence of smoking throughout downtown. Economic Development supports the efforts of City Council to pursue a smoking ban within Library Square but also encourages Council to explore the potential of a smoking ban within the outdoor spaces intended for families throughout the historic district. Other areas we would ask for consideration are along 12th Avenue between the Library and Depot, Lloyd Square, and within 20 feet of any outdoor dining experiences. There are a variety of ways an ordinance could be crafted to create a strong environment which protects the health of all our residents seeking to enjoy downtown but also establishes areas that will meet the needs of those wishing to smoke. Multiple cities in Idaho have either instituted similar smoking bans or are currently evaluated them. These cities include Lewiston, Boise, and Twin Falls.

According to the CDC, less than 15% of the adult population in Idaho smokes. We ask Council to consider preserving the rights of 30% of our population, which is under the age of 18, to enjoy downtown Nampa in a smoke-free environment.
Smoking Ordinance Summary

**Idaho Clean Air Act – est. 2004, enforced by local law enforcement**

- Prohibits smoking in restaurants, hospitals, childcare facilities, retail and grocery stores (except specialty tobacconists), schools, nursing homes and the public areas of hotels/motels
- Allows smoking in bars (legally defined as 21+, restricted to low-risk food service), patios, bowling alleys, social/fraternal/religious organizations
- Business owners not in compliance can be cited and fined (not to exceed $100)

**Boise Non-smoking ordinance – est 2012, enforced by local law enforcement**

- **Indoor smoking prohibited:**
  - in all City-owned facilities, vehicles and spaces being leased or operated the City
  - All enclosed public spaces within the City limits, including bars, private clubs, sports arenas and places of public assembly
  - In any enclosed place of employment

- **Smoking prohibited in outdoor areas:**
  - Bus transfer stations (N. side of Idaho from Capitol to 9th and S. side of Main from Capitol to 9th)
  - Within 20 ft of all other bus stops, benches, stations, platforms, and shelters,
  - Within 20 feet of entrances to schools, City owned or leased facilities, any sidewalks café
  - In any dining patio or outdoor seating area of a restaurant accessible to persons under 21
  - In the Grove Plaza (exception for designated smoking areas recommended by City Clerk or CCDC)
  - Sidewalks and roadway of Eighth St between Main St and Bannock St and into the alleyways for the first twenty feet
  - Within any designated “Temporary Special Event Zone”

- **Smoking is unregulated:**
  - Private residences
  - Privately owned outdoor spaces legally accessible only to people 21+, including rooftop patios and courtyards of bars. Any of these spaces established consistent with applicable codes at the time of the effective date of the ordinances are exempt for the 20 foot rule.
  - At exclusive retail tobacconists

- **Signage, Enforcement**
  - Signs should be placed at entrances and all ashtrays should be removed from nonsmoking areas
Owners/operators/managers can declare an establishment non-smoking by placing approved signage.

Ordinance is enforceable by local law enforcement. Citizens can initiate enforcement by signing a Uniform Citation as the complaining party and State’s witness.

**Penalties**

- Individual, smoking where prohibited infraction - $50 fine
- Business, non-enforcement of smoking policy - $50 fine
- Business, permitting smoking where prohibited - $100 fine
- Employer, discriminates against employee who has given information to Dept of H&W or law enforcement re: smoking on premises, $1,000 fine
- Violation of this chapter can be declared public nuisance and abated by the City as provided by the law.
January 30, 2019

Nampa City Council
Mayor Kling

Mayor Kling and Councilmembers,

As the Director of the Nampa Public Library I would like to offer my support of limiting or eliminating smoking on Library Square.

Currently smoking is not permitted within 20 feet of the library. This means that people can sit on the benches directly in front of the library entrance and smoke/vape. This can be a problem for the many families and others who come to the library every day. It is common knowledge that second-hand smoke is harmful to everyone, especially children and pregnant women. This is an instance of the few who smoke directly negatively affecting the many who do not.

Since the building opened in 2015, we have had frequent patron complaints about smoking in front of the library and have been unable to do anything about it as long as the smoking is being done 20 feet from the building.

Library Square should be a pleasant place in downtown Nampa where people can enjoy the space and be free of the negative effects of second-hand smoke.
Thank you for your consideration.

Best Regards,

Claire Connley
208-468-5806
conneyc@nampalibrary.org
Chapter 10-23

NON-CONSENT TOWING SERVICES

Sections:

10-23  NON-CONSENT TOWING SERVICES
10-23-01  DEFINITIONS
10-23-02  LICENSING REGULATIONS
10-23-02.1  LICENSE APPLICATION PROCEDURE
10-23-02.2  REQUIREMENTS AND RESPONSIBILITIES OF LICENSEES
10-23-02.3  EMPLOYEE LICENSE TO PERFORM NON-CONSENT TOWS
10-23-02.4  REQUIRED RECORDS
10-23-02.5  DENIAL, SUSPENSION OR REVOCATION OF LICENSE
10-23-03  TOWING REGULATIONS
10-23-03.1  RESPONSE TO SCENE OF COLLISION
10-23-03.2  USE OF EMERGENCY LIGHTS
10-23-03.3  CLEAN-UP OF DEBRIS AT SCENE OF A COLLISION
10-23-03.4  SOLICITING BUSINESS
10-23-03.5  SPECIFIC REQUEST FOR TOW
10-23-03.6  REQUIRED NOTIFICATION OF PRIVATE PROPERTY TOWS
10-23-03.7  UNLAWFUL REQUEST FOR TOW
10-23-03.8  PLACEMENT OF TOWED VEHICLE
10-23.03.9  RELEASE OF VEHICLE
10-23-04  REMOVAL OF VEHICLES FROM PUBLIC STREETS AND PROPERTY
10-23-04.1  UNLAWFUL STANDING OR PARKING OF VEHICLES
10-23-04.2  VEHICLE OPERATOR ARRESTED
10-23-04.3  OTHER LAW ENFORCEMENT TOWS
10-23-05  TOW TRUCK SPECIFICATIONS
10-23-05.1  CLASSES OF TOW TRUCKS
10-23-05.2  TOW TRUCKS REQUIREMENTS
10-23-06  TOWING AND STORAGE RATES
10-23-06.1  TOW FEE RATES
10-23-06.2  DAILY STORAGE RATES
10-23-06.3  ADDITIONAL ALLOWED FEES
10-23-07  ADMINISTRATION AND ENFORCEMENT
10-23-07.1  AUTHORIZED FEE FOR VIN INSPECTION
10-23.07.2  COMPLIANCE CHECKS
10-23-07.3  PENALTIES
10-23-07.4  SEVERABILITY

10-23  NON-CONSENT TOWING SERVICES

It shall be the policy of the City of Boise to provide for the protection of the public interest as it relates to the towing of vehicles from public or private property without the consent of the vehicle’s owner or operator. To that end, this Chapter provides
for regulations intended to safeguard the public health, safety, and welfare, and promote the best interests of the community, including regulations to prevent fees, rates and tow activities that are arbitrary, unfair, discriminatory or unequally applied.

Nothing in this Chapter shall be construed to grant an applicant or licensee a property right or interest in conducting non-consent tows. The person or entity requesting a non-consent tow retains full authority to select the licensee of their choice to perform this service.

Section 10-23-01 DEFINITIONS
The terms as used in this Chapter shall have the following meanings:

A. **Abandoned.** A vehicle left on private property without permission of the persons with possessory interest or on a highway or other property open to the public for purposes of vehicular traffic or parking, or upon or within the right-of-way of any highway, for twenty-four (24) hours or longer.

B. **Fire Lane.** An area on public or private property reserved for providing Fire Department access to structures, firefighting fixtures or equipment, and clearly marked with such designation.

C. **GVWR.** Gross vehicle weight rating or maximum allowable weight of the fully loaded vehicle to include all fuel and other liquids, passengers, cargo and the tongue of any towed vehicle.

D. **Junked.** Vehicles that are extensively damaged to include, but not limited to, broken windows and/or windshield or missing parts integral to physical operation of the vehicle, such as tires, motor or transmission; vehicles that pose a safety risk, such as those with leaking fluids; and vehicles that otherwise cannot be legally driven on the roadway in the condition in which they are found.

E. **Law Enforcement Personnel.** Employees of a law enforcement agency, to include civilians as well as sworn officers.

F. **Non-Consent Towing.** Removal of a vehicle from public or private property by the use of a tow truck without the consent of the vehicle owner, driver or agent of the vehicle owner.

G. **OEM.** Original equipment manufacturer.

H. **VIN.** Vehicle identification number, consisting of numbers and letters, placed on a vehicle by the manufacturer for the purpose of identifying the vehicle.

(6718, Amended, 06/16/2009)

Section 10-23-02 LICENSING REGULATIONS
All persons who tow or otherwise remove vehicles from public or private property without the consent of the vehicle owner or operator shall maintain a valid Boise city towing license. It shall be unlawful to conduct a non-consent tow without a valid license issued under this Ordinance.

10-23-02.1 License Application Procedure

A. Written application upon the form provided by the City Clerk’s Office and signed by the applicant must be filed with the City Clerk and accompanied by the required administrative fee. The following information must be contained in the application and must be verifiable at the time of the application’s review:
1. The trade name, address, and telephone number of the company requesting the license.
2. The number and types of tow trucks to be operated under the license.
3. The license number and VIN number of each tow truck to be utilized under the license.
4. The full name, address, telephone number and date of birth of the owner(s) of the applicant company or the principal stockholders and operating manager if the applicant is a corporation.
5. The full name, date of birth, date of hire and driver’s license number for all persons who will be operating a tow truck pursuant to the requested license.
6. A notarized signature of the applicant attesting that the applicant and all other listed operators meet all license qualifications outlined in this Chapter.

B. The applicant must be the company owner or authorized representative.

C. All persons listed on the application shall submit to a background check as set forth in Boise City Code Section 05-02-06.

D. Only one license per individual, business or company will be permitted. An applicant for a license may not be named as an owner or driver on any other license application under this Chapter. A licensee under this Chapter may not operate a tow truck under any non-consent tow license except for the license issued directly to that licensee.

E. Licenses will expire on September 30 of each calendar year. The license must be renewed on an annual basis by re-submitting the written application form with current information and the administrative fee, no later than 30 days prior to the expiration date.

F. The City Clerk shall process the application and forward to the Police Department for review. Once the Police Department has verified that the
applicant and all others listed as operating under the license meet all applicable requirements, the City Clerk will be notified to issue the license.

G. The non-refundable annual fee to accompany a towing license application shall be in an amount established by the Boise City Council and listed on the most current City Clerk License Fee Schedule. A pro-rated annual fee will be assessed if the prior annual license was obtained within four months of the renewal date.

H. The applicant/licensee shall be required to obtain certified inspections on an annual basis for all tow trucks covered by the license and submit an inspection form for each truck, available from the City Clerk’s Office, completed and signed by the certifying mechanic. The completed inspection forms shall be submitted to the Police Department within ninety (90) days of the issuance of the license. The applicant/licensee shall be responsible for all costs associated with such inspections. Failure to submit the inspection forms in a timely fashion or failure to pass the inspection shall be grounds for suspension or revocation of the license.

I. The licensee shall notify the City Clerk and the Boise Police Department in writing within ten (10) days of any changes to the information contained on the license application. Failure to make proper notifications under this section may result in the suspension or revocation of the license. Additional named individuals shall be required to submit to fingerprinting and are subject to criminal background checks as described in Boise City Code 5-02-01 et.seq.

(Ord-38-15, Amended, 8/25/2015; 6824, Amended, 09/13/2011)

**10-23-02.2 Requirements and Responsibilities of Licensees**

A. Each licensee shall maintain a single, twenty-four (24) hour towing service, available seven (7) days per week, with the dispatch of such service to be from base stations or an answering service. Two or more licensees may share a base station.

B. Each license issued pursuant to this Chapter must be posted and kept in a conspicuous place in the main place of business of the licensed tow company. The main place of business shall be either the tow lot from which citizens will retrieve their vehicle or a business office at which the licensee or representative can be reached twenty-four hours a day.

C. All tow trucks used pursuant to a towing license, to include all required accompanying equipment, shall be maintained in good working order and safety certified through inspection at all times.
D. All tow trucks used pursuant to a towing license shall be readily identifiable by conspicuous permanent painting or lettering with the name of the tow company, and shall display a license sticker issued by the City Clerk on the inside lower right-hand corner of the windshield.

E. Each licensee shall maintain an entry in a local phone book under the operating name of the tow company.

F. All operators of tow trucks covered by a towing license are required to receive a nationally recognized operator’s certification of training within one year of employment as a tow truck operator. Copies of the training certification shall be provided to the City Clerk and the Boise Police Department.

G. All operators of tow trucks covered by a towing license must maintain a current and valid Idaho Driver’s License and must carry said license on their person, along with a copy of the towing license which covers the vehicle they are operating, at all times when operating the tow truck on public roadways or while engaged in the act of towing or otherwise moving a vehicle.

H. No person who has pled guilty to or been convicted of, regardless of the form of the judgment, any crime punishable by incarceration in a state correctional facility or any crime of violence, harassment or theft, shall be eligible to receive a license under this Chapter or operate a tow truck covered by a license issued under this Chapter until five (5) years has passed since the date of initial entry of judgment.

I. The City Clerk and the Boise Police Department shall be notified in writing within ten (10) days of any change, either wholly or in part, of the ownership of the licensed entity or any change of address or business name of the licensed entity.

J. Each licensee shall maintain its own separate locked, lighted and secured impound lot, bordered by a chainlink, steel or concrete fence not less than six (6) feet in height and maintain insurance on said property to cover any fire, theft and vandalism of vehicles stored upon the property. In addition, the licensee is required to maintain an agent on the premises at all times or, in the alternative, to post a clearly legible and visible phone number on the premises which can be used to contact the licensee or an agent of the licensee at any time. The licensee or agent must be immediately available to respond to the impound lot upon request and allow for retrieval of personal property or recovery of towed vehicles at any time, day or night. The licensee or agent may deny immediate recovery of personal property or the towed vehicle if there is an identifiable safety issue. An identifiable safety issue means obvious intoxication or aggressive behavior by the
person wishing to retrieve the possessions or the vehicle which can be documented by the licensee or agent. When such refusal of service occurs, the licensee shall send notification in writing to the Boise Police Department the next business day. Licensees may only charge for removal of personal property when it occurs after hours at the request of the owner of the personal property as described in section 23.06 of this chapter.

K. Each licensee shall procure and maintain throughout the term of the license a commercial general liability insurance policy, naming the City of Boise as an additional insured, in an amount not less than $1,000,000 and a current copy of such shall be filed with the City Clerk and the Boise Police Department. In addition, each tow truck operated under a towing license shall be insured pursuant to Title 49 of Idaho Code with proof of such insurance to be located within each vehicle.

L. All licensees and employees and other agents of licensees shall conduct themselves in a professional manner at all times when dealing with members of the public. Documented verbal and/or physical abuse towards citizens will not be acceptable and may be grounds for suspension or revocation of the related tow license or denial of a renewal of the license.

M. Licensees shall accept major credit cards as well as cash for payment of any fee authorized by this Chapter. A three percent (3%) administrative fee may be charged when accepting payment by credit card.

10-23-02.3 Employee License to Perform Non-Consent Tows

Employees of licensees who are listed on the license application and who meet all qualifications pursuant to this Chapter, may conduct non-consent tows without obtaining an individual towing license; provided, they shall be required upon request to verify they are covered employees.

10-23-02.4 Required Records

A. A licensee conducting a non-consent tow must maintain a record of the tow to include the following information:
1. The person or business authorizing the tow;
2. The name of all persons present during the tow.
3. The location of the tow;
4. The date and time of the tow;
5. The color, make, model and year of the vehicle towed;
6. A description of any personal property located within the towed vehicle if known to the licensee;
7. An itemized statement of services provided and fees owed; and
8. The final disposition of the vehicle after the tow to include whether
it was claimed by the owner or agent of the owner, disposed as low value or auctioned. If auctioned or disposed as low value, detailed statement of the revenue received for the vehicle, including any parts of the vehicle sold or auctioned as separate parts.

B. Upon request of the Boise Police Department, the registered owner of a towed vehicle or the owner’s lawful representative, the license responsible for the tow shall provide a copy of the record of the tow, as defined in Section A, above, at no cost.

10-23-02.5 Denial, Suspension or Revocation of License

A. The Boise Police Department may deny a request for license under this Chapter, or suspend or revoke a previously issued license upon notice of a failure to meet, maintain, or follow all qualifications, regulations, and requirements of this Chapter; and in addition for the following reasons:
   1. Making of any false statement in the application for license or license renewal, or in a hearing regarding the license.
   2. Allowing anyone to conduct non-consent tows pursuant to the license who does not qualify under this Chapter, or who violates any provisions of this Chapter while operating pursuant to the license.
   3. Use of the license in a manner contrary to the terms of this Chapter or in violation of any City ordinance, State law, Regulation or Statute.
   4. Three or more previous violations of the provisions of this Chapter.

B. Upon notice of a denial, suspension or revocation of a license under this Chapter, the licensee or applicant may request a hearing. Such request must be in writing and mailed to the Boise Police Department Impound Unit no later than ten (10) days from receipt of the notice of denial, suspension or revocation.

C. Upon receipt of the request for hearing, the Boise Police Department shall appoint a hearing examiner to take testimony and other evidence, and issue a finding as to whether there is good cause for the denial, suspension or revocation of the license. Such finding shall be in writing and submitted to the Deputy Chief of the Operations Support Bureau of the Boise Police Department.

D. If the denial, suspension or revocation is upheld by the hearing examiner, the applicant/licensee may appeal the decision to the Boise City Council by sending written notice to the Boise Police Department Impound Unit within ten (10) days of receipt of the findings of the hearing examiner.

E. The Boise Police Department shall be responsible for noticing a hearing
before the Council by which objection to the hearing examiner’s findings can be made. The Council may hear argument but shall not take additional evidence. The Council may adopt the findings of the hearing examiner or may issue an amended finding.

F. The decision of the Council shall be final and conclusive. Appeal of the decision of the Council may be made by filing a complaint with the District Court for the County of Ada within ten (10) days of the Council’s decision.

(6718, Amended, 06/16/2009)

Section 10-23-03 TOWING REGULATIONS

It shall be unlawful for any person to tow a vehicle or otherwise act in contravention of the following regulations.

10-23-03.1 Response to Scene of Collision

No person may drive a tow truck, regardless of whether the tow truck is licensed or not under this Chapter, to the scene of a collision which is required to be reported to law enforcement under any of the provisions of Idaho Code, Title 49, unless expressly summoned by law enforcement personnel.

If a tow truck operator responds pursuant to a private request and is unaware that a reportable collision has occurred, the operator will not be deemed to have violated this Section; provided that the tow truck operator shall immediately notify law enforcement once the operator is made aware of the reportable collision.

10-23-03.2 Use of Emergency Lights

Tow trucks must utilize their overhead emergency lights, required to be on all tow trucks licensed by this Chapter, while standing on a roadway for the purpose of conducting a tow, and while actively engaged in the preparation for towing and transportation of a towed vehicle. These lights must be amber in color unless the truck is actively engaged in the recovery of a motor vehicle and is blocking one or more lanes of travel, at which time red lights are authorized.

10-23-03.3 Clean-up of Debris at Scene of a Collision

Tow truck operators are required to remove all collision debris from the roadway when towing a vehicle away from the scene of a collision. Tow truck operators must also clean up roadway debris caused by the removal of an abandoned vehicle.

10-23-03.4 Soliciting Business

No person may solicit, either directly or indirectly, the business of towing, removing, repairing, wrecking, storing, trading, or purchasing motor vehicles while at the scene of a law enforcement authorized tow.

10-23-03.5 Specific Request for Tow

It shall be unlawful to conduct a non-consent tow except under the specific
request of law enforcement personnel, other government officials, or the owner or authorized representative of the private property from which a tow will be made. General authorization for non-consent tows from private property is not permitted. Specific requests for non-consent tows from private property, other than requests from law enforcement or other government officials, must include written authorization from the owner of the property or the authorized representative, who shall be present at the time of the removal of the vehicle. Such presence will not be required when the vehicle to be removed is parked in a manner which interferes with entrance to or exit from the private property.

**10-23-03.6  Required Notification of Private Property Tows**

It shall be unlawful to tow a vehicle from private property unless it is clearly posted in a conspicuous area near the location of the tow the name and phone number of the licensee conducting the tow, or unless the tow is directed by law enforcement personnel or other government officials. It shall be unlawful to post private property pursuant to Idaho Code §49-1806 with any sign indicating vehicles may be towed by a company not licensed to perform non-consent tows. Tow companies are expressly prohibited from posting signs indicating they will perform non-consent tows if they are not licensed under this Chapter. Licensees shall notify the Boise Police Department by the next business day after any private property tow, the make, model and license number of the vehicle removed as well as the location from which it was towed and the person authorizing the tow.

**10-23-03.7  Unlawful Request for Tow**

It shall be unlawful to knowingly request a tow of a vehicle or to conduct a tow of a vehicle that is lawfully parked or otherwise lawfully upon private property, unless at the direction of law enforcement personnel or other government officials. It is unlawful to authorize a non-consent tow by any company or individual not licensed under this Chapter. It is unlawful to receive any payment, including tow fees, storage fees or any other fee listed in this Chapter for a tow initiated in violation of this Chapter.

**10-23-03.8  Placement of Towed Vehicle**

All vehicles towed without the consent of the owner or operator shall be delivered in a safe manner to an impound lot, located within the Boise city limits or area of impact, or the city limits of Meridian or Garden City, that is locked, lighted and secure. If the tow was directed by law enforcement personnel, that person may also direct the location of the vehicle storage.

**10-23-03.9  Release of Vehicle**

A tow truck operator shall release a vehicle upon request of the owner or driver if the vehicle has not yet been removed from the tow location and the owner or driver can lawfully remove the vehicle from the location at that time. The tow truck operator shall not be permitted to require payment of the tow fee unless the vehicle has been attached to the tow truck and is in a position ready to be towed prior to the request for release. If the vehicle is not attached to the tow truck at the time of request for release, the tow truck operator shall...
operator may require a payment not to exceed fifty dollars ($50.00) plus mileage one way from the storage lot prior to releasing the vehicle; however the tow truck operator shall allow for reasonable accommodations for the owner or driver to obtain the required fee before removing the vehicle from the location.

(6718, Amended, 06/16/2009)

Section 10-23-04 REMOVAL OF VEHICLES FROM PUBLIC STREETS AND PROPERTY

10-23-04.1 Unlawful Standing or Parking of Vehicles
Any police officer shall be authorized to direct the removal of a vehicle stopped or parked upon a street, roadway or public place in violation of any of the provisions of Boise City Code Title 10, or Idaho Code Title 49.

10-23-04.2 Vehicle Operator Arrested
Any police officer shall be authorized to direct the removal of a vehicle from which the operator has been arrested or otherwise taken into lawful custody. Exceptions to this authorization are vehicles parked on private property with the express permission of the property owner or owner representative and vehicles which are owned by a person other than the arrested operator and the owner is available to remove the vehicle upon direction by a police officer in a reasonable and timely manner. Removal of vehicles under this section shall be considered lawful law enforcement impounds.

10-23-04.3 Other Law Enforcement Tows
Any law enforcement personnel shall be authorized to direct the removal of vehicles that are abandoned, unlicensed, wrecked, junked, or hazardously parked at or upon any street, roadway or public place. In addition, any police officer shall be authorized to direct the removal of vehicles from any place public or private which is parked in a designated fire lane or for which there is probable cause to believe it is stolen, constitutes evidence of a crime or contains evidence of a crime.

10-23-05 TOW TRUCK SPECIFICATIONS
All tow trucks operating under a Boise city towing license shall comply with all safety provisions, rules and regulations required to be observed by motor carriers by federal and state law, and, in addition thereto, shall comply with the requirements of this ordinance.

10-23-05.1 Classes of Tow Trucks

A. Class A Tow Truck shall be capable of towing and recovery of passenger cars, pickup trucks, small trailers, or equivalent vehicles and shall have:
   1. A minimum manufacturer’s gross vehicle weight rating (GVWR) of not less than thirteen thousand five hundred (13,500) pounds, with dual rear tires; and
   2. A wheel lift with a minimum manufacturer’s rating of three thousand (3,000) pound lift rating retracted; and
   3. A boom with a minimum manufacturer’s rating of four (4) ton
capacity with single or dual winches; and
4. Winches with a minimum manufacturer’s rating of eight thousand (8,000) pounds; and
5. Wire rope (winch line) which shall be a minimum 3/8 inch diameter 6x19 or OEM specification, and not less than one hundred (100) feet continuous length.

B. **Class B Tow Truck** shall be capable of towing and recovery of medium size trucks, trailers, motor homes or equivalent vehicles and shall have:

1. A minimum manufacturer’s GVWR of not less than twenty-five thousand (25,000) pounds with dual rear tires; and
2. A wheel lift/under lift with a minimum manufacturer’s rating of five thousand (5,000) pound lift rating retracted; and
3. A boom with a minimum manufacturer’s rating of twelve (12) ton capacity, with single or dual winches; and
4. Winches with a minimum manufacturer’s rating of ten thousand (10,000) pounds; and
5. Wire rope (winch line) which shall be a minimum 7/16 inch diameter 6x19 or OEM specification, and not less than one hundred fifty (150) feet continuous length.

C. **Class C Tow Truck** shall be capable of towing and recovery of large trucks, trailers, buses, motor homes, or similar vehicles, and shall have:

1. A minimum manufacturer’s GVWR of not less than forty thousand (40,000) pounds with tandem drive axels; and
2. An under lift with a minimum manufacturer’s rating of twenty-five thousand (25,000) pounds retracted; and
3. A boom with a minimum manufacturer’s rating of twenty (20) ton capacity with single or dual winches; and
4. Winches with a minimum manufacturer’s rating of twenty thousand (20,000) pounds; and
5. Air brakes with air hookup package capable of supplying air to disabled vehicles; and
6. Wire rope (winch line) which shall be a minimum 5/8 inch diameter 6x19 or OEM specification, and not less than two hundred (200) feet continuous length; and
7. Tow bar or tow sling (if equipped) with a minimum twelve thousand (12,000) pound rating.

D. **Class D Tow Truck** shall be designed and intended to transport other vehicles by loading the vehicle entirely onto the truck; may be flatbed, roll bed or rail type design; and shall have:

1. **Light Duty - One Vehicle**
   a. A minimum manufacturer’s GVWR not less than thirteen thousand (13,000) pounds with dual rear tires; and
   b. Winch with a minimum manufacturer’s rating not less than
eight thousand (8,000) pounds; and
c.  Wire rope (winch line) with a minimum 3/8 inch diameter 6x19 or OEM specifications, and not less than forty (40) feet continuous length.

2. Light Duty – Two Vehicle
   a.  A roll bed equipped with wheel lifts or tow bar; and
   b.  A minimum manufacturer’s GVWR of more than sixteen thousand (16,000) pounds with dual rear tires; and
   c.  Winch with a minimum manufacturer’s rating not less than eight thousand (8,000) pounds; and
   d.  Wire rope (winch line) with a minimum 3/8 inch diameter 6x19 or OEM specifications, and not less than forty (40) feet continuous length; and
   e.  Wheel lift/tow bar with a minimum manufacturer’s rating of three thousand (3,000) pound lift rating retracted.

3. Medium Duty
   a.  A minimum manufacturer’s GVWR not less than twenty-five thousand (25,000) pounds with dual rear tires; and
   b.  Winch with a minimum manufacturer’s rating not less than eight thousand (8,000) pounds; and
   c.  Wire rope (winch line) with a minimum 3/8 inch diameter 6x19 or OEM specifications, and not less than forty (40) feet continuous length; and
   d.  Wheel lift/tow bar with a minimum manufacturer’s rating of three thousand (3,000) pound lift rating retracted.

10-23-05.2 Tow Truck Requirements

A. All tow trucks regardless of class shall be equipped with the following:
   1.  Operating parking brake independent of hydraulic brake system; and
   2.  Heavy duty transmission, and
   3.  Dual rear wheels; and
   4.  Power assisted brakes constructed so as to lock and hold drive wheels, unless ABS equipped; and
   5.  Revolving or strobe overhead amber emergency lights with three hundred sixty degree (360°) visibility; and
   6.  Spotlight(s) mounted behind cab capable of lighting scene of disablement; and
   7.  At least two (2) safety securing devices, which may be chain, nylon strap or steel strap, with a minimum breaking strength of fifteen thousand (15,000) pounds or OEM specification (winches are not classified as securing devices); and
   8.  One fire extinguisher having a minimum capacity of five (5) pounds ABC dry chemical; and
   9.  A minimum of six (6) traffic cones or triangles with a height of not
less than eighteen inches (18’’); and
10. Magnetic or plastic base portable tail, stop and turn signal lights for the vehicle being towed (except single vehicle roll beds); and
11. Permanent lettering in a size to be easily visible to passing motorists with the company name and phone number.

B. Tow trucks equipped with non-OEM winches and booms shall be required to provide proof upon request of law enforcement personnel that the equipment capacity rating is not less than that nationally accepted for the class of tow truck upon which the equipment will be used.

C. Wire rope (winch line) on all tow trucks shall conform to the following:
1. Shall be capable of being fully extended from and fully wound onto the winch drum; and
2. Shall be in good working order with no more than six (6) randomly distributed broken wires in one rope lay or no more than three (3) broken wires in one strand on one rope lay; and
3. Shall contain no evidence of heat damage from any cause; and
4. Shall contain no evidence of being pinched or crushed; and
5. Shall have no end attachments that are cracked, deformed, worn or loosened; and
6. Wire rope end connections shall be wedged using a thimble. Wire rope end connections may be clamped as a temporary field repair, but shall be wedged at the earliest opportunity. When clamped, there shall be a minimum of three (3) clamps spaced a minimum of six (6) rope diameters apart and attached with the base or saddle of the clamp against the longer or live end of the wire rope. The “U” bolt must be placed over the short or dead end of the rope and must be the proper size for the wire rope being clamped.

D. A tow truck which responds to accident scenes shall carry the following equipment in addition to the standard equipment required for all tow trucks:
1. Towing dollies with OEM specifications, except roll bed trucks; and
2. Two (2) four (4) gallon or larger trash cans; and
3. A minimum four foot (4’) wrecking bar, three-fourths inch (3/4”) in diameter; and
4. A broom of a minimum twelve (12) inch width; and
5. A flat tip shovel; and
6. A minimum of six (6) flares, fuses or other alternate lighting devices with a minimum twenty (20) minute capacity; and
7. Jumper cables; and
8. A minimum of four (4) gallons of sand or absorbent material; and
9. A minimum four (4) ton OEM rating snatch block; and
10. A two-way radio or the ability to immediately communicate with
the tow office or answering service (not including CB radios); and

11. A minimum of two (2) wheel chocks or scotch blocks capable of securely holding the tow truck while the truck is recovering a disabled or wrecked vehicle, except tow trucks equipped with locking systems capable of locking the tow truck brake system; and

12. A reflective vest, with a minimum ANSI class 2 visibility.

Section 10-23-06 TOWING AND STORAGE RATES

The rates and fees outlined in this Chapter are the maximum amounts that may be collected from an owner, or owner representative, of a vehicle towed without consent of the owner for the release of the vehicle. It shall be unlawful for anyone to collect a fee or fee amount for a non-consent tow unless such fee and fee amount is specifically enumerated in this Chapter. All licensees under this Chapter must accept major credit cards as well as cash for any payment authorized under this Chapter, provided a three percent (3%) administrative fee may be charged when accepting payment by credit card.

10-23-06.1 Tow Fee Rates

A. Light Duty Vehicles (3/4 ton or less cars and trucks)……………… $125.00
B. Medium Duty Vehicles (1 ton chassis or larger)………………… $175.00
C. Heavy Duty Vehicles (semi-tractor trailers, buses, etc.)…………$225.00

10-23-06.2 Daily Storage Rates

Storage fees may not accrue past the date upon which the registered owner has mailed notice of intent to relinquish title to the appropriate government agency or for more than sixty days.

A. Release of the vehicle within 24 hours of the wrecker arriving at the scene of the tow……………………………………………………………. included in tow fee (above).
B. Subsequent calendar days or portions thereof ……………………..
   Light Duty and Medium Duty Vehicles…………………………..$25.00
   Heavy Duty Vehicles………………………………………………$50.00

10-23-06.3 Additional Allowed Fees

The following are fees that are authorized in addition to the tow fee and storage fee otherwise applicable.

A. After Hours Gate Fee – may be collected when a vehicle or personal property from a vehicle is retrieved between the hours of 5:00 pm and 8:00 am, Monday – Friday and anytime on Saturday, Sunday or a City holiday……………………………………………………………… $50.00
B. Special Equipment Fee – may be collected when special equipment, (defined as equipment not generally needed to accomplish a tow) is required to accomplish the tow, but tower has the burden of proving the necessity for use of the special equipment..................$25.00 per item

C. Clean Up Fee – may be collected when clean up of debris is required by this Chapter.................................................................$25.00

D. Mileage Fee – may be collected when a vehicle is released at the scene pursuant to Section 10-23-03.9 of this Chapter and from the location of a non-consent tow to the tower’s nearest impound lot........ $4.00 per mile

E. Labor Fee – the first hour is included in the tow fee; each subsequent hour or portion thereof:
   Light Duty and Medium Duty Vehicles..............$75.00 per hour
   Heavy Duty Vehicles.................................$100.00 per hour

Section 10-23-07 ADMINISTRATION AND ENFORCEMENT

10-23-07.1 Authorized Fee for VIN Inspections
   Boise Police are authorized to collect a fee of $5.00 per VIN inspection from the party requesting the inspection to cover administrative expenses.

10-23-07.2 Compliance Checks
   Law enforcement personnel are authorized to conduct compliance checks of any and all requirements contained in this Chapter. Failure to allow law enforcement personnel to verify compliance may result in suspension, denial or revocation of the tow license issued pursuant to this Chapter.

10-23-07.3 Penalties
   Any person violating the provisions of this Chapter shall be deemed guilty of a misdemeanor and shall be subject to a minimum fine of one hundred fifty dollars ($150) up to five hundred dollars ($500). A second violation of this Chapter shall be subject to a minimum fine of three hundred dollars ($300) up to one thousand dollars ($1000). Any third or subsequent violation shall be subject to a minimum fine of five hundred dollars ($500) up to one thousand dollars ($1000) or imprisonment in the county jail not to exceed six (6) months, or both. Each day such violation is committed or permitted to continue shall constitute a separate offense and be punishable as such hereunder.

   Criminal penalties shall be in addition to, and not considered in lieu of, any action taken to deny, suspend or revoke a license held under this Chapter.

10-23-07.4 Severability
   The provisions of this Chapter are severable, and should any sentence, section or other part of this Chapter be held invalid, such invalidity shall not affect the remaining provisions and the remaining provisions will continue to remain in full force and effect.

(6674, Enacted, 06/24/2008)
MEMORANDUM

TO: Mayor Kling & Nampa City Council  
FROM: Darrin Johnson, Director Parks and Recreation  
SUBJECT: Request to Amend Budget for Secondary Boiler at the Nampa Recreation Center.  
DATE: February 4, 2019

Presentation: Kortnie Mills will present at the City Council meeting if more information is requested.

In FY 2018 Nampa City Council approved funding for the renovation of the heating system for the Nampa Recreation Center aquatic facility. The renovation project replaces old technology that has exceeded its lifespan with modern condensing boilers.

We are requesting a change order, in the amount of $63,623, that would add a secondary condensing boiler. The secondary boiler would prevent a “one point of failure” for the swimming pools. In the event the primary heating system fails, the secondary boiler would maintain pool temperature and provide patrons with heated pools during repairs. Proposed changed order is attached.

The secondary boiler requested was an alternate bid item in the original scope of the project. We elected not to include the alternate item originally because it put the project over the budgeted amount. After having a very financially successful year at the Nampa Recreation Center we are in a good position to add the secondary boiler.

The cost of the change order is $63,623. The funding would come from the Nampa Recreation Center Division fund balance. Approval would require a budget amendment.

Requested Action:
Authorize the approval of a change order for a secondary pool boiler in the amount of $63,623 for the Nampa Recreation Center.
Project No.: 5685  
Project: Nampa Rec. Center – Boiler Replacement  
Architect/Engineer: Jerrod Wallgren/JGT Architecture  
Owner: City of Nampa, Tobe Thompson

Re: Updated Cost Alt. No. 3 – Second Boiler

Description of Change:

Provide and install both boilers B-1 and B-2 per plan and pumps P-7 and P-8 per plan. Provide all piping, flues, intake air, controls and necessary appurtenances for B-2 as part of add alternate No. 3.

Cost of Change:

Total Cost Alt. No 3 as of 01/29/2019 $63,623.00

The Original Contract Value $404,000.00
Sum of Changes by prior Change Orders $36,000.00
The Contract Value prior to this Change Order Request was $440,000.00
The Contract Value will be changed by the Change Order Request in the amount of $63,623.00
The new Contract value including this Change Order Request will be $503,623.00

This proposal is based on information provided at this time. Any revisions required later will be subject to price review.

Sincerely,
Ryan Steinwand
Account/Project Manager

“We Specialize in helping clients meet their business demands”.
Resolution for Wastewater Upgrades $37,000,000 Idaho Department of Environmental Quality State Revolving Fund Loan Offer and Agreement 
(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 (SRF) 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 and will be completed in the fall of 2025. The cost, including all incidental expenses, has been estimated to be approximately $189,900,000. 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 December 3, 2018, the Idaho Department of Environmental Quality (IDEQ) authorized the City to move forward with the $165,000,000 SRF loan agreement. IDEQ prepared a loan agreement in the amount of $37,000,000 at 1.68 percent interest, the first installment of the $165,000,000 for financing Phase II of the Project
• The $37,000,000 loan agreement has been signed by IDEQ (see Exhibit 1). The City has until March 15, 2019, to provide IDEQ with the signed agreement. Elements of the agreement include:
  o $37,000,000 at 1.68% interest per annum
  o Repaid in biannual installments over 30 years, which are anticipated to be:
    ▪ First payment in fall 2025
    ▪ Last payment in 2055
    ▪ Total payments $47,255,873.21
  o State and federal requirements
    ▪ Comply with Equal Employment Opportunity (EEO) and Civil Rights Act
    ▪ Make efforts to award sub-agreements to Disadvantaged Business Enterprises (DBE)
    ▪ Conduct audit in accordance with Single Audit Act Amendments of 1996
    ▪ American Iron and Steel (AIS) Requirement
    ▪ Davis-Bacon Act compliance

• A resolution has been prepared stating the City’s approval of the agreement and authorizing the Mayor to execute the agreement (see Exhibit 2)

• 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 execute the Idaho Department of Environmental Quality Loan Agreement for $37,000,000.
January 17, 2019

Certified Mail No.: 7012 3050 0001 2127 4557
Return Receipt Required

The Honorable Debbie Kling
Mayor of the City of Nampa
411 3rd St. S.
Nampa, ID 83651

RE: Offer of Loan # WW1903

Dear Mayor Kling:

I am pleased to inform you that your application for a loan in the amount of $37,000,000 from the Clean Water State Revolving Fund has been accepted. The loan offer is enclosed. Please note that the enclosures include Davis Bacon wage provisions in Attachment B and C.

Attached is a set of wastewater system classification forms for your use in determining the future classification of your system. The updated system classification information is important and should be shared with your responsible charge operator and substitute responsible charge operator. Wastewater facility upgrades make it likely that the system classification will change or increase and that the associated responsible charge operator and substitute responsible charge operator licenses will also require upgrade. Should you have any questions regarding system classification, please contact Adam Bussan at (208) 373-0282.

Once this offer has been accepted by the City, please complete the project schedule (Attachment A) and sign the offer on page 12. A copy of the signed offer should be kept in the City’s files. The loan offer and Attachment A shall be returned to MaryAnna Peavey in this office at the address listed above, on or before 60 days from the date of this loan offer. Please pay close attention to the Special Conditions on page 7 of the loan offer.

If you have any questions regarding this loan offer, please contact MaryAnna Peavey at (208) 373-0122 or Gary Carroll in our Boise Regional Office at (208) 373-0177.

Sincerely,

Barry N. Burnell
Water Quality Division Administrator
Enclosures: Loan Offer, Attachments A & B, System Classification Information)
SECTION I. INTRODUCTION

The State of Idaho (State) is authorized by Title 39, Chapter 36 (Act), Idaho Code, to make loans from the Wastewater Treatment Facility Loan Account (Account) to assist municipalities in the construction of wastewater treatment facilities. The Idaho Board of Environmental Quality, through the Department of Environmental Quality (Department), is authorized to administer the Act. The Department has determined that the City of Nampa (Borrower) has established eligibility for a loan under the terms of the Act and IDAPA 58.01.12, the Idaho Rules for Administration of Water Pollution Control Loans (the Rules).

The Borrower is a public entity created for the purposes, among other purposes, of operating and maintaining the wastewater treatment system located 340 West Railroad Street, Nampa, Idaho, 83687 and taking all necessary actions to ensure that the wastewater system meets all applicable laws. The Department hereby offers a loan to the Borrower according to the terms and conditions contained in this document and the Rules.

SECTION II. DESCRIPTION OF PROJECT

This loan agreement is for design and construction of the following project:

A. Loan Project Number: WW1903

B. Name and Address of Borrower: City of Nampa
   411 3rd Street South
   Nampa, Idaho 83651

C. Project Description: This loan is to make improvements to the treatment system which includes construction of tertiary filtration, UV disinfection, a fourth aeration basin, a fourth final clarifier, and other improvements in which will allow the system to meet Class A requirements. The improvements will also make necessary repairs to system to make sure that the effluent temperature meets compliance requirements.

D. Terms: $37,000,000 is the first installment of a $165,000,000 loan at 1.68% (interest of 0.68% and loan fee of 1.00%) to be repaid in biannual installments over 30 years for a total
repayment obligation of $37,000,000.

E. Estimated Project Budget:

1. Administrative Costs $ 0
2. Engineering Fees $ 7,400,000
3. Construction $ 29,600,000
4. Total $ 37,000,000

SECTION III. GENERAL CONDITIONS

This offer may only be accepted by signature by an authorized representative of the Applicant. Upon acceptance by the Applicant, this offer shall become a loan agreement (Agreement) and the Applicant shall become a Borrower. By accepting this offer, the Borrower agrees to all terms and conditions set forth in this document and the Rules:

The Borrower agrees:

A. To not transfer, assign or pledge any beneficial interest in this Agreement to any other person or entity without the prior written consent of the Director of the Department of Environmental Quality (Director). To not enter into sale, lease or transfer of any of the property related to the Agreement. To not make any additional material encumbrances to the project without the prior written consent of the Director. To not incur any liabilities that would materially affect the funds pledged to repay this loan without the prior written consent of the Director. To not delegate legal responsibility for complying with the terms, conditions, and obligations of this Agreement without the prior written consent of the Director. Notwithstanding any other provision of this paragraph, the Borrower may sell or otherwise dispose of any of the works, plant, properties and facilities of the project or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the project, or no longer necessary, material or useful in such operation, without the prior written consent of the Director.

B. To enter into such contractual arrangements with third parties as it deems advisable to assist it in meeting its responsibilities under this Agreement.

C. To fulfill all declarations, assurances, representations and statements in the application and all other documents, amendments and communications filed with the Department, by the Borrower, in support of the request for this loan. Which application is attached hereto and incorporated by reference herein.
D. To comply with applicable State and Federal employment requirements including, but not limited to, Equal Employment Opportunity and Civil Rights requirements.

E. To make efforts to award subagreements to Disadvantaged Business Enterprises (DBE) which includes Minority and Women-owned businesses (MBE/WBE).
   a. The separate fair share goals for MBE and for WBE, will be in bid solicitations and documentation of efforts to obtain MBE/WBE participation will be required of any contractor who fails to attain the goals; and,
   b. Annual reports of MBE/WBE utilization will be prepared on forms supplied by the Department; and,
   c. Include the following language in all procurement contracts “The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

F. To provide the Department with documentation evidencing ownership of, and/or the right of access or easements for real property on which the project is proposed to be constructed. Clear title or legal right to access all real property necessary for the successful operation of the facilities shall be guaranteed by the Borrower for the useful life of the project, prior to commencement of construction. Land acquisitions shall only be reimbursed by DEQ if obtained from a willing seller.

G. That if prior to completion of this Agreement the project is damaged or destroyed, there will be no reduction in the amounts payable by the Borrower to the Department.

H. That in the event there is any default in the payment of either the principal amount, loan fee or the interest due under this Agreement, or any breach by the Borrower of any of the terms or conditions of this Agreement, the entire principal amount and whatever interest and fees are due to the date of payment may be declared due and immediately payable. The amount of such default shall bear the same interest and fee rate as applies to the principal of this loan from the date of default until the date of payment by the Borrower. All costs incurred by the Department due to such default, including court costs and attorney's fees, shall be repaid by the Borrower to the Department.

I. That Borrower shall levy assessments and take those actions necessary to collect unpaid charges for services or assessments, including without limitation, seeking money judgments and filing and foreclosing on liens. Borrower agrees that, in the event Borrower fails to meet its obligations under this Agreement and the subsequent Bond to repay the Department, that the Department is entitled to seek specific performance of this Agreement to force the Borrower to take those actions necessary to collect unpaid charges for services or assessments in order to repay the Department. Nothing in this paragraph limits any other remedy available to the Department in the event the Borrower violates
this Agreement or the terms of the Bond.

J. That any waiver by the Department at any time of the rights or duties under this Agreement shall not be deemed a waiver of any subsequent or additional rights or duties under this Agreement.

K. That the use by the Department of any remedy specified in this Agreement for its enforcement is not exclusive and shall not deprive the Department of the right to seek any other appropriate legal or equitable remedy.

L. That this Agreement is binding upon the Borrower and the Department, and any person, office or entity succeeding the Borrower or the Department.

M. To comply with all applicable federal, state and local laws.

N. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.

O. The total loan funds disbursed per this Agreement are considered federal financial assistance per the Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996 (SAA), 31 U.S.C. §§7501-7507. (2000). If Borrower expends more than $750,000 of any federal funds in a fiscal year, Borrower shall conduct an audit in accordance with the SAA. In such case, Borrower shall provide the Department a copy of the SAA audit within nine (9) months of the end of the audit period per the SAA. Borrower recognizes that it is responsible for determining if the $750,000 threshold is reached and if a SAA audit is required. Additionally, Borrower shall inform the Department, in writing, of findings or recommendations pertaining to the State Revolving Fund contained in any SAA audits conducted by Borrower.

P. Comply with all federal requirements applicable to the Agreement (including those imposed by the 2014 Consolidated Appropriations Act (Public Law 113-76, Section 436) and related SRF Policy Guidelines) which includes requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested and obtained a waiver from Department pertaining to the Project or (ii) Department has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act (Section 1386 of Title 33), including any reports required by a Federal agency or Department such as information on costs and project progress.

The Borrower understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and/or state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the loan in advance of the maturity of the Bonds and/or other remedial actions.
Q. As per Executive Order 12549, 2 CFR 180 and 2 CFR 1532 the Borrower agrees to not enter into covered transactions with any contractors or subcontractors that have been suspended or debarred, and to include a similar term or condition in all lower tier covered contracts and transactions.

SECTION IV. PROJECT MANAGEMENT

The Borrower agrees to:

A. Require the prime engineering firm(s) and their principals retained for engineering services to carry professional liability indemnification to protect the public from the engineer's negligent acts and errors of omission of a professional nature. The total aggregate of the engineer's professional liability indemnification shall be at least one hundred thousand dollars ($100,000) or twice the amount of the engineer's fee, whichever is greater. Professional liability indemnification must cover all services rendered for all phases of the project, whether or not those services are state funded, until the certification of project performance is accepted by the Department.

B. Comply with the Public Works Contractors License Act and the Public Contracts Bond Act, Title 54, Chapter 19, Idaho Code, including requiring the prime construction contractor retained for construction to carry performance and payment bonds equal to one hundred percent (100%) of the contract price. The bond will be released when the constructed facility is accepted by the Borrower.

C. Assure that contracts related to the project which provide for arbitration allow appeal of any resulting arbitration decision to a district court or allow the arbitration to be non-binding on both parties if either party desires not to use arbitration as a method of dispute settlement.

D. Jointly with an engineering consultant provide assurances that the physical and operational integrity of the works, when constructed, will achieve the level of treatment provided for in the design specifications.

E. Provide for the accumulation of funds through charges made for services, assessments on property owners or otherwise, for the purposes of (1) establishing a fund dedicated solely to the repayment of principal, interest and loan fee on this loan, (2) capital replacement and (3) future improvement, betterment, and extension of such works occasioned by increased usage on the facility.

F. Provide a plan and program for an equitable user charge system for payment of operation and maintenance of constructed facilities. Make available on an equitable basis the services of the project to the residents and commercial and industrial establishments of the area it was designed to serve. The user charge system shall be approved by the Department and enacted by the Borrower prior to receiving final payment.
G. Review and update the user charge system at least biennially during the life of this Agreement to assure that all costs including applicable debt retirement, operation and maintenance are offset by sufficient revenues.

H. Develop and adopt a sewer use ordinance prior to receiving final payment of State loan funds.

I. Provide an operation and maintenance manual for the system approved by the Department prior to receiving final payment of State loan funds.

J. Provide adequate staffing and qualified operation and maintenance personnel as specified in the operation and maintenance manual approved by the Department.

K. Assure that the operator in charge of the treatment facility has a licensure commensurate with the nature of the collection and treatment facility per the Wastewater Rules, IDAPA 58.01.16.

L. Assure that facility personnel shall participate in operator training programs approved by the Department and designed to assure competence in the operation and maintenance of the facility.

M. Commence satisfactory operation and maintenance of the sewage treatment facility on completion of the project in accordance with applicable provisions, rules of the Department and any other applicable law, rule or regulation and not discontinue operation or dispose of the treatment facility without the written approval of the Department.

N. Maintain project accounts in accordance with generally accepted accounting principles.

O. Certify whether or not the project is performing in accordance with the design performance standards after the project has been in operation for one year. If the project cannot meet these standards, the Borrower must submit a corrective action report and a schedule for bringing the project into compliance to the Department.

P. All laborers and mechanics employed by the prime construction contractor and subcontractors in the project using State Revolving Fund (SRF) loans shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality in accordance with the labor standards, including prevailing wage rates and instructions for reporting, as established by the United States Department of Labor (subchapter IV of Chapter 31 of title 40, United States Code). Borrower agrees that all procurement contracts must include as a term and condition that contractors and subcontractors must obtain wage determinations from the Department of Labor and comply with Department of Labor guidance and regulations implementing wage rate requirements applicable to SRF funds. Wage determinations shall be finalized prior to final bid submissions. Specific requirements related to Davis Bacon compliance are included in Chapter 6, Form...
SECTION V. SPECIAL CONDITIONS

A. The Borrower shall complete the attached project schedule and submit to the Department for approval on or before 60 days from the date of this loan offer. No funds shall be disbursed per this Agreement until a project schedule has been approved by the Department. The Department approved project schedule shall be attached to this Agreement as Attachment A and incorporated by reference as if fully set forth herein. The Borrower shall complete the project in accordance with the approved project schedule.

B. All amendments to the project schedule must be approved by the project engineer in the Department’s Boise regional office, prior to becoming effective.

C. Manager direct and indirect environmental impacts from the project that are specified in the environmental determination.

D. Provide for continuing acceptance and treatment of local septage waste, if such facilities were constructed under this Agreement.

E. A technical memorandum shall be developed and submitted during the detailed design phase for each Green Project Reserve (GPR) component identified in the Letter of Interest. The memorandum shall fully detail the GPR justification according to the current EPA guidance for determining project eligibility and comparable to the examples provided on the Department’s website. Please review the following URLs for guidance:


F. If there is an existing capital replacement fund, City of Nampa shall continue the same or increased contribution until a new or updated capital budget and rate structure has been implemented. The new or updated capital budget shall include life-cycle (at least 30 years) replacement of short-term and intermediate-term capital items and be funded and supported by the new or updated capital improvement plan for the alternative selected in the Approved Planning Document. The User Charge System shall provide full-cost pricing for at least the life of the loan.

SECTION VI. SECURITY REQUIREMENTS

The Borrower agrees:

A. This loan will be evidenced and secured by a bond for $37,000,000 (thirty-seven million dollars). The bond will be issued upon project completion and incorporated by reference into this Agreement.
B. There will be a reserve fund equal to one year’s payment of principal, fees and interest on the loan established. The Borrower has ten years to establish the reserve, setting aside 10% (ten percent) of one year’s payment into the reserve fund each year.

**SECTION VII. LOAN DISBURSEMENTS**

The Borrower agrees:

A. This loan shall be used solely to aid in the financing of the Borrower’s project described in Section II.

B. Requests for actual disbursement of loan funds will be made by the Borrower using forms provided by the Department. Upon approval of the disbursement request by the Department, loans funds shall be released to the Borrower.

C. The costs set forth in Section II have been determined by the Department to be eligible costs for funding. Some of the costs however, have been estimated, and the actual costs may differ from such estimated costs. A project review by the Department will determine final eligible costs for the project.

D. If the actual eligible cost of the project is determined by the Department to be lower than the estimated eligible cost, the loan amount will be reduced accordingly.

E. An increase in the loan amount as a result of an increase in eligible project costs shall be considered, provided funds are available. Documentation supporting the need for an increase must be submitted to the Department for approval prior to incurring any costs above the eligible cost ceiling.

F. Payment of the final five percent (5%) of this loan shall be withheld until the following requirements are met:

1. The Borrower’s engineer certifies (a) that the project has been constructed according to plans and specifications previously approved by the Department, (b) an operations manual has been completed and (c) that the project is fully operational; and

2. The Department has inspected the project and verifies the engineer’s certification.

G. Payment of the final ten percent (10%) of this loan shall be withheld until the following requirements are met:

1. The Special Conditions in Section V have been met; and

2. A responsible charge operator (RCO) has been designated who is licensed at or above
the classification level of the system. At such times as the RCO is not available, a substitute RCO shall be designated to replace the RCO, who is licensed at or above the classification level of the system.

H. This offer is subject to the existence of the offered sum of money in the Account at the time of payment. Should the offered sum of money not be available in the Account at the time of payment, the Department hereby agrees to pay the Borrower the offered sum of money on the basis of the Borrower's priority position immediately upon the accrual of said sum in the Account.

SECTION VIII. REPAYMENT TERMS AND SCHEDULE

The Borrower agrees:

A. This loan shall be repaid in the manner set forth in the bond, which shall be attached to this Agreement and incorporated by reference. The payment terms of the bond shall be consistent with this Agreement.

B. To pay biannual payments of principal, fees and interest and to fully amortize this loan not later than thirty (30) years from project completion. Interest will begin accruing with the first disbursement of funds. At the time of closing, accrued interest will be either paid to the Department or incorporated into the final loan amount if the approved amount has not been exceeded.

C. At the time of closing, the Department may elect to impose a loan fee (not to exceed 1%) pursuant to the Rules. If a loan fee is imposed, the loan interest rate will be reduced by the amount of the loan fee. The loan fee will be assessed against the final loan balance, which shall include the entire principal balance and may include capitalized interest. Any loan fee shall be due and payable concurrently with scheduled loan principal and interest repayments over the repayment period.

D. This Agreement shall remain in full force and effect until all loan proceeds, including principal, interest and loan fee, have been paid in full or the Agreement is otherwise suspended or terminated by the Department.

SECTION IX. PROHIBITIONS

The Borrower agrees:

Expansion of collection systems in excess of reserve capacity of the treatment works will be prohibited unless prior to expansion, provisions for adequate treatment are provided in writing by the Borrower to the Department and approved by the Department.
SECTION X. SUSPENSION OR TERMINATION OF LOAN AGREEMENT

A. The Director may suspend or terminate this Agreement prior to final disbursement for failure of the loan recipient or its agents, including engineering firm(s), contractor(s), or subcontractor(s) to perform. This Agreement may be suspended or terminated for good cause including, but not limited to, the following:

1. Commission of fraud, embezzlement, theft, forgery, bribery, misrepresentation, conversion, malpractice, misconduct, malfeasance, misfeasance, falsification or unlawful destruction of records, receipt of stolen property or any form of tortious conduct; or

2. Commission of any crime for which the maximum sentence includes the possibility of one (1) or more years imprisonment or any crime involving or affecting the project; or

3. Violation(s) of any term of this Agreement; or

4. Any willful or serious failure to perform within the scope of the project, plan of operation and project schedule, terms of engineering subagreements, or contracts for construction; or

5. Utilizing a contractor or subcontractor who has been suspended or debarred by order of any federal or state agency from working on public work projects funded by that agency.

B. The Director will notify the Borrower in writing and by certified mail of the intent to suspend or terminate this Agreement. The notice of intent shall state:

1. Specific acts or omissions which form the basis for suspension or termination; and

2. Availability of a contested case hearing before the Board of Environmental Quality conducted as provided for in the Rules of Administrative Procedure Before the Board of Environmental Quality, IDAPA 58.01.23.

C. If the Borrower does not initiate a contested case hearing before the Board by filing a petition within the time period specified by the Rules of Administrative Procedure Before the Board of Environmental Quality, IDAPA 58.01.23., the Department may thereafter terminate or suspend the Agreement by written notice to the Borrower. If the Borrower initiates a contested case, the termination or suspension shall be determined by the Board.

D. The Borrower shall perform no work under the Agreement after receiving a notice of intent to suspend or terminate until all administrative proceedings and appeals therefrom are final or the Department reinstates the Agreement or it is terminated as provided herein.
E. Upon written request by the Borrower with evidence that the cause(s) for suspension no longer exists, the Director may, if funds are available, reinstate the Agreement. If a suspended Agreement is not reinstated, the loan will be amortized and a repayment schedule prepared in accordance with the provisions of this Agreement.

F. No terminated loan shall be reinstated. Terminated loans will be amortized and a repayment schedule prepared in accordance with the provisions of this Agreement. If the loan is terminated prior to final disbursement, the Borrower shall immediately pay back to the Department all disbursed funds and accrued interest.

SECTION XI. ACCESS AND INDEMNIFICATION

The Borrower agrees to:

A. Provide the Director, or his/her authorized agents, and the U.S. Environmental Protection Agency, access to all files, records, accountings and books relating to the management and accountability of this loan.

B. Indemnify and hold harmless the State of Idaho, its agents and its employees from any and all claims, actions, damages, liabilities and expenses directly or indirectly connected to the Borrower or its agents, employees, contractors, or assignees actions related to the location, design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project.
SECTION XII. OFFER

The offer set forth herein must be accepted, if at all, on or before 60 days from the date of this loan offer. An acceptance must be accompanied by a resolution of the Applicant's governing body authorizing the signator to sign on the Applicant's behalf for the purpose of this agreement.

Dated \[\text{Jan. 10}, 2019\]

\[\text{John H. Tippets}\]
\[\text{Director}\]
\[\text{Department of Environmental Quality}\]

SECTION XIII. ACCEPTANCE

The City of Nampa, by and through its undersigned representative(s), accepts the foregoing offer and agrees to discharge all obligations and to comply with all terms and conditions contained herein.

______________________________
Signature of Representative

______________________________
Name and Title of Representative - type or print

______________________________
Date
Pursuant to Section V, Special Conditions of the loan agreement (Agreement) between the State of Idaho, Department of Environmental Quality (Department) and the City of Nampa (Borrower), Loan Project Number: WW1903. This loan is to make improvements to the treatment system which includes construction of tertiary filtration, UV disinfection, a fourth aeration basin, a fourth final clarifier, and other improvements in which will allow the system to meet Class A requirements. The improvements will also make necessary prepares to system to make sure that the effluent temperature meets compliance requirements. The Borrower agrees to complete the project in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Number of Months from Loan Acceptance</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 (Dec 2019)</td>
<td>10% Design Review</td>
</tr>
<tr>
<td>20 (Oct 2020)</td>
<td>50% Design Review</td>
</tr>
<tr>
<td>29 (July 2021)</td>
<td>90% Design Review</td>
</tr>
<tr>
<td>31 (Sep 2021)</td>
<td>Final Plans, Specifications and Bidding Documents</td>
</tr>
<tr>
<td>33 (Nov 2021)</td>
<td>Bid Summary</td>
</tr>
<tr>
<td>34 (Dec 2021)</td>
<td>Award Construction Contract</td>
</tr>
<tr>
<td>34 (Dec 2021)</td>
<td>Project Management Conference.</td>
</tr>
<tr>
<td>78 (Aug 2025)</td>
<td>Plan of Operation Amendment</td>
</tr>
<tr>
<td>10 (Dec 2020)</td>
<td>Staffing Plan</td>
</tr>
<tr>
<td>80 (Oct 2025)</td>
<td>Construction Completion</td>
</tr>
<tr>
<td>2 (April 2019)</td>
<td>User Charge System Enacted</td>
</tr>
<tr>
<td>2 (April 2019)</td>
<td>Sewer Use Ordinance Enacted</td>
</tr>
<tr>
<td>81 (Nov 2025)</td>
<td>Final O&amp;M Manual</td>
</tr>
<tr>
<td>81 (Nov 2025)</td>
<td>Final Inspection</td>
</tr>
<tr>
<td>2 (April 2019)</td>
<td>Review of Updated Wastewater System Classification Forms</td>
</tr>
<tr>
<td>2 (April 2019)</td>
<td>Verify Appropriate Operator Licensure</td>
</tr>
<tr>
<td>81 (Nov 2025)</td>
<td>Initiate Operation</td>
</tr>
<tr>
<td>81 (Nov 2025)</td>
<td>Final Payment</td>
</tr>
</tbody>
</table>

Project schedule approved by:

Signature of Borrower Representative
Printed Name of Borrower Representative
Date of Approval

Signature of Department Representative
Printed Name of Department Representative
Date of Approval

City of Nampa
WW1903
Attachment A
Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Idaho DEQ's Tim Wendland at tim.wendland@deq.idaho.gov or at 208-373-0439. The recipient or subrecipient may also obtain additional guidance from U.S. Department of Labor's (DOL) web site at http://www.dol.gov/whd/

1. Applicability of the DB prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

   (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The
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Subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e., bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient’s contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL’s wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient’s contractor must be compensated for any increases in wages resulting from the use of DOL’s revised wage determination.


(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:
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(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DB Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the DB poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the DOL's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, DOL, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the
State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the DB Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the DOL, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to DB prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section l(b)(2)(B) of the DB Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a
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plan or program described in section 1(b)(2)(B) of the DB Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the OL for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.
(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage
determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the DB and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the DOL set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the DOL, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).


(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the DOL, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives.
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of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) If there is a reasonable doubt that any contractor is not fully complying with DB prevailing wages, the subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor’s submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the DOL or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/contacts/whd/america2.htm.
Attachment C

Davis Bacon Compliance Requirements for Borrowers

Compliance with this Attachment to the Loan Offer will be monitored as part of the DEQ Project Officer’s disbursement approval process, and during interim and final inspections.

1. Request Additional "Trade" Classifications and Wage Rates

If the work classification(s) needed does not appear on a federal wage decision, borrowers will need to request an additional classification and wage rate. It is recommended the process be started early during the preconstruction conference. The borrower and prime contractor for the project should identify the classification needed and recommend a wage rate through the Department of Environmental Quality (DEQ).

Requests can be approved if:

- The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision, another Electrician classification and rate cannot be requested.)
- The proposed wage rate, including bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- If the contractor and laborers and mechanics to be employed in the classification (if known), and the borrower agree on the classification and wage rate (including fringe where appropriate).

Requests must be made in writing through the borrower, including a completed Conformance Request SF 1444 Form (Attachment 8-A). The request should identify the work classification that is missing and recommend a wage rate for the classification. Also include any pertinent documents that may be helpful (if requesting paying the state prevailing wage rate, include the state wage decision). Send the packet to DEQ for review and submission to the U.S. Department of Labor (DOL) for approval. DOL’s response will be forwarded to the borrower.

If the request is denied, the borrower will be notified what classification and rate should be used. Requesting additional classification does not hold up the payroll process. It may however result in correcting underpayments if DOL is not in agreement with the request.

2. Conduct Payroll Reviews

The Federal Copeland Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions such as payroll taxes, deductions the worker authorizes in writing, or those provided by court order. The Act also requires contractors to maintain payroll records and submit weekly certified payroll and statement of compliance to the borrower certifying wages paid and deductions made. The appropriate wage rates are those determined pursuant to the federal Davis-Bacon related acts by the Federal Department of Labor. Further, if the rate is not shown in the Davis-Bacon related acts by the Federal Department of Labor through DEQ.
• Borrowers must also review payrolls to determine if workers on the construction project have received appropriate rates of overtime compensation. The Contract Work Hours and Safety Act requires that laborers and mechanics receive overtime compensation at a rate of not less than one and one-half times their regular hourly wage after they have worked 40 hours in one week on DWSRF funded projects.

Weekly payroll records must be reviewed by the borrower for the following:
• Payrolls were submitted on time
• Forms were filled out completely including on the initial payroll, the name, identifying number, address, and job classification for each employee.
• All self-employed owners, who have no employees, are designated as an employee and are reported on the certified payroll of the General contractor (or subcontractor if hired by them). Fill out the form the same as for employees and enter “self-employed” and contracting license number where the payroll asks for deductions.
• If the owner of the company has employees and performs work on the project covered by Davis-Bacon wage decisions, the owner is listed as an employee on the certified payroll he submits for his employees. Fill out the form the same as for employees and enter “self-employed, owner or owner/operator”.
• The wages and fringes listed on the certified payroll for each job classification agree with those identified on the statement of intent to pay prevailing wages.
• The payrolls include all the classifications being utilized even if not listed on the statement of intent to pay prevailing wages.
• Payrolls only include permissible deductions.
• When fringe benefits are being paid into a benefit plan, block 4(a) on the back of the certified payroll form must be checked.
• Apprentices or trainees listed on the certified payroll are working under approved apprenticeship and training agreements. Copies of those certifications should be included with payrolls.
• The payroll form is signed.

3. Conduct On-Site Reviews
The borrower, or its representative, must provide for visits to the construction site to determine that:
• Wage determinations are posted at the job site.
• Employees are working within the proper job classification.

4. Conduct Employee Interviews
If there is reason to suspect contractor noncompliance: The borrower or its representative (not the prime contractor, or subcontractors) must conduct employee interviews with at least one employee in each trade to determine the following:
• Employees are being paid the amounts/rates stated on the payrolls
• Employees are being properly compensated for overtime hours
• Employees are receiving their full wages and fringe benefits and are not being subjected to coercion or kickback tactics by the contractor or subcontractors.
• Contractors and subcontractors are using and paying apprentices and trainees appropriately.

5. Submit First Week Labor Standards (21 Day Labor Packet)
For each prime and subcontractor performing work on-site during the first week of construction, the borrower must provide a copy of the following documents to the DEQ regional office in charge of day-to-day project oversight, within 21 days after the contractors start construction on the project.
• Certified Payroll for the first week pay period
• Employee interview forms for the first week (if there is a reasonable doubt that any contractor is not fully complying with DB prevailing wages)

The purpose for submitting the above information to DEQ is to assure that any underpayments are detected early and appropriate corrections made early while easy to implement. The first week labor standards (21 day) packet must be provided to DEQ and any underpayments resolved before DEQ will pay the construction reimbursement request. If underpayments are discovered, DEQ will notify the borrower to work with the prime contractor to have restitution made and a corrected certified payroll submitted to DEQ for approval.

6. Resolve Overtime Violations
If the prime contractor or subcontractors do not compensate a worker appropriately for overtime, the borrower needs to notify DEQ and work with the prime contractor to resolve the overtime violations.
• If the violation is less than $10 per worker, the violation does not have to be reported.
• If the violation is $10 or more per worker, the prime contractor must make payment or assure payments are made by subcontractors and submit a corrected certified payroll and a copy of the check to the worker, and send it to the borrower. Any time the violation is $10 to $999, the borrower must notify DEQ in writing. If the violation is $1,000 or more, the borrower must submit a Labor Standards Enforcement Report to DEQ who will coordinate the violation with the Department of Labor or EPA (contact DEQ for assistance in filing this report).

7. Resolve Other Underpayments
If a mathematical error, misclassifications, or other error that results in the underpayment of wage or fringe benefits occurs, the prime contractor or subcontractor must make restitution and submit a corrected certified payroll and a copy of the check showing the underpayment made to the worker, to the borrower.

8. Conduct Technical Inspections
During construction, the borrower is responsible for monitoring contractor/subcontractor progress and compliance with technical requirements of the project. Typically, this monitoring process is the responsibility of the consulting project engineer; however, the borrower may wish to designate someone locally with oversight responsibility. The purpose of the technical
monitoring process is to ensure that the project is constructed as planned, within budget and estimated timeframes, and within specified quality and quantity standards.

9. Maintain Project Records
The borrower is required to maintain project records that document all financial, monitoring and inspection transactions, and progress reviews that occur during the life of the project. Borrowers must maintain copies of weekly certified payrolls and any corrected certified payrolls, copies of correspondence and resolution of overtime violations, and copies of employee interviews in the project files for the life of the loan as defined by the contract.
RESOLUTION NO. _____

RESOLUTION OF THE CITY OF NAMPA, IDAHO, AN IDAHO MUNICIPAL CORPORATION, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY LOAN OFFER, ACCEPTANCE AND AGREEMENT FOR WASTEWATER TREATMENT FACILITY DESIGN AND CONSTRUCTION.

WHEREAS The State of Idaho is authorized by Title 39, Chapter 36, Idaho Code (Act), to make loans from the Wastewater Treatment Facility Loan Account to assist municipalities in the construction of wastewater treatment facilities; and

WHEREAS, The Idaho Board of Environmental Quality, through the Department of Environmental Quality (Department), is authorized to administer the loan program; and

WHEREAS, The Department has determined that the City of Nampa has established eligibility for a loan under the terms of the Act and IDAPA 58.01.12, the Idaho Rules for Administration of Water Pollution Control Loans (Rules); and

WHEREAS, pursuant to such determination, the Department has offered a loan to the City of Nampa according to the terms and conditions contained in the Rules and that certain STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY LOAN OFFER, ACCEPTANCE AND AGREEMENT FOR WASTEWATER TREATMENT FACILITY DESIGN AND CONSTRUCTION (the “Loan Agreement”), a copy of which has been submitted to the Nampa City Council with this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and the Council of the City of Nampa, Idaho, hereby approve the Loan Agreement substantially in the form attached hereto as Exhibit A, and the Mayor is hereby authorized to execute and deliver the Loan Agreement and all related documents thereunder.

PASSED BY THE COUNCIL of the City of Nampa this ____ day of February, 2019.

APPROVED BY THE MAYOR of the City of Nampa this ____ day of February, 2019.

______________________________
Mayor

ATTEST:

____________________________________
City Clerk
REQUEST FOR ENCROACHMENT AGREEMENT
10th Avenue North and 4th Street North

- The Engineering Division received a request for an encroachment agreement for a book kiosk at the corner of 10th Avenue North and 4th Street North from Dennis Harmon who owns the adjacent property.

- The proposed kiosk will be located behind the sidewalk at the corner (Exhibit A).

- The proposed kiosk will look like the example shown in Exhibit B.

- Mr. Harmon has stated it is his intent to install 10 kiosks throughout the northside, though no other locations have been identified at this point. Additional locations will require encroachment agreements be executed for those sites as well.

- Engineering has reviewed the requested encroachment agreement and does not oppose granting the request.

REQUEST: Council authorize the Mayor to sign encroachment agreement with Dennis Harmon at the corner of 10th Avenue North and 4th Street North. (Exhibit C)
ENCROACHMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of __________, 2017, by and between the CITY OF NAMPA, a municipal corporation, hereinafter referred to as the “City”, and Dennis Harmon, hereinafter collectively referred to as “Second Party”.

WITNESSETH:

WHEREAS, the City has a public easement on and/or an easement through the following described real property located at 1012 4th Street North, Nampa, Idaho, Canyon County, which is owned by Second Party, described as:

Lots 7 and 8 Block 115 of Griffith and Kings, Book 1-A Page 10, Nampa, Canyon County, Idaho

WHEREAS, Second Party desires an encroachment agreement for installation of a book kiosk located behind the sidewalk, hereinafter referred to as the “improvement,” on Second Party’s above described property, which improvement would encroach upon the City’s easement.

NOW, THEREFORE, in consideration for the City allowing the Second Party to retain the improvement which will encroach upon the City’s easement, the City and the Second Party covenant and agree as follows:

1. The Second Party recognizes that the improvement on the City’s right of way is an encroachment.

2. Upon notification from the City that the encroached area must be utilized by the City for maintenance or construction of utilities, sidewalk or roadway, the Second Party agrees that Second Party will, within 30-days of such notification, remove the encroachment from the City’s easement at Second Party’s expense. In the event the Second Party fails, within such 30-day period to remove the encroachment, the City may cause said encroachment to be removed and the expense of such removal will be borne by the Second Party, who agrees to pay the same. Restoration of the improvement following such maintenance or construction, if practical, shall be the responsibility of Second Party.

3. Notwithstanding anything herein contained to the contrary, the City shall have the right to immediately cancel and terminate this Agreement at any time and without prior notice to Second Party; the City can require the Second Party to permanently remove the improvements, installations or manner of encroachment from the easement at Second Party’s own expense, and if Second Party shall fail to do so within 30 days from City’s notification to Second Party, the City may cause all improvements, installations or manner of encroachment to be removed from the right of way and the expense of said removal will be borne by the Second Party, who agrees to pay the same.

4. Second Party shall construct, maintain and repair the improvement at Second Party’s own cost and expense.
5. In consideration for allowing Second Party to encroach upon its right of way at no charge, Second Party does hereby indemnify and hold the City and its personnel, employees and agents harmless from any and all liability, loss, claim, demand or action, costs or attorneys fees, by any person and/or entity, or any assigns of any claims, arising from the encroachment upon and use of this easement by Second Party or any persons going onto the easement, whether invitees of Second Party or otherwise.

Second Party expressly executes this Agreement with the intent of relieving the City of any and all liability created by or arising from Second Party’s encroachment upon and use of the easement and hereby discharges the City and its assigns and legal representatives from all claims, demands, causes of action, liability, loss, costs or attorneys fees, and/or any other claim with respect to which this Agreement is executed, that may arise through Second Party, or anyone claiming under Second Party, against the City or its legal representatives, successors and assigns.

Second Party shall indemnify and hold harmless City from any and all claims, damages or liability, direct or indirect, arising out of the encroachment or the improvement within the City’s right of way including, without limitation, i) use of the encroachment or the improvement by Second Party, its customers, employees, agents, assigns, contractors or those persons present at the encroachment for any purpose associated with the Second Party, and ii) damage or loss suffered by Second Party, its encroachment or the improvement, arising from the lawful work of City, its permit-holders, franchisees, agents or contractors, within the right of way.

6. 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, Second Party shall pay to City all costs, expenses and attorney's fees which shall be incurred by City in obtaining possession of the easement.

7. This Agreement shall be construed under the laws of the State of Idaho. This Agreement shall inure to and bind the respective heirs, legal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto execute this Encroachment Agreement the day and year first above written.

CITY OF NAMPA - APPROVED BY:  

Debbie Kling, Mayor

ATTEST:

Deborah Bishop, City Clerk

AUTHORIZED SIGNATOR(S):

Printed name: ____________________
Title: ____________________

Printed name: ____________________
Title: ____________________
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 Debbie Kling, the Mayor of the City of Nampa, Idaho, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the City of Nampa, Idaho, and was so authorized to do so.

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

(SEAL)  
Notary Public for Idaho
Commission Expires: ____________________

STATE OF IDAHO  )
       :ss
County of ________)

       On this ___ day of __________, 20_____, before me, the undersigned, a Notary Public in and for said State, personally appeared ___________, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)  
Notary Public for Idaho
Commission Expires: ____________________

Encroachment Agreement
Page 3 of 4
STATE OF IDAHO )

: ss

County of ___________)

On this ____ day of ________________, 20______, before me, the undersigned, a Notary Public in and for said State, personally appeared ________________, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)                                                                                         Notary Public for Idaho
Commission Expires: ___________________
BID AWARD
2019 WATER METER EQUIPMENT BID

- Water Division continues to implement the Automated Meter Reading (AMR) System through the installation of AMR compatible water meters.

- AMR water meters are installed at new developments and through the meter replacement program. Water meter inventory needs to be replenished to continue this effort.

- Percent AMR installed and completed in City is 49%


- The City received two (2) bids from:
  1. Hydro Specialties Company
  2. Core & Main

- Hydro Specialties Company was determined to be the lowest responsive bidder at $405,700.00 (See Exhibit A). All necessary public bidding requirements appear to be satisfied.

- The Fiscal Year 2019 Water Meter Equipment budget is $888,570.

- Contractor will be required to provide necessary bonds, insurance and other documents before the agreement can be executed and the Notice to Proceed issued.

- Staff have reviewed the bids and recommend award to Hydro Specialties Company.

REQUEST: Council award bid and authorize Mayor to sign contract for 2019 Water Meter Equipment with Hydro Specialties Company in the amount of $405,700.00.
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<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Quantity</th>
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**2019 WATER METER EQUIPMENT - PROJECT # PWWA180049**

**Bid Abstract**
ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ANNEXING A PORTION OF THE UNDERLYING IRRIGATION DISTRICT INTO THE MUNICIPAL IRRIGATION DISTRICT OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND CHANGING THE BOUNDARIES THEREOF; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

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

Section 1: That the following described real property, and all thereof, be, and the same is hereby annexed and made a part of the Municipal Irrigation District of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to wit:

See Exhibit “A” attached hereto and incorporated herein by this reference.

Section 2: That the City Engineer is hereby directed to alter the Use and Area Map in accordance with this Ordinance.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, this 17th day of December, 2018

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 17th day of December, 2018

Approved:

By ____________________________
Mayor Debbie Kling

Attest:

By ____________________________
Deborah Bishop, City Clerk
STATE OF IDAHO

COUNTY OF CANYON

On this ______ day of ____________, 20__, before me the undersigned, a Notary Public in and for said State personally appeared Debbie Kling and Deborah Bishop, known or identified to me to be the Mayor and City Clerk, respectively, of the City of Nampa, Idaho, an Idaho municipal corporation, that executed the said instrument, and acknowledged to me that such city executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residence: __________________________
My Commission Expires: ______________

*SEAL
# Real Property Hereby Annexed

<table>
<thead>
<tr>
<th>Property Address or Subdivision Name</th>
<th>Legal Description Attached as Exhibit</th>
<th>Approximate Acreage</th>
<th>Underlying Irrigation District</th>
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ORNIDANCES OF THE CITY OF NAMPA
NOTICE OF ADOPTION AND SUMMARY OF
ORNIDANCE NO. ________

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ANNEXING A
PORTION OF THE UNDERLYING DISTRICT INTO THE MUNICIPAL IRRIGATION
DISTRICT OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND CHANGING THE
BOUNDARIES THEREOF; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE
AND AREA MAP ACCORDINGLY.

Sections 1 and 2: Annexes into the Municipal Irrigation District of the City of Nampa, Idaho, the
following described real property, and directs the City Engineer to alter the Use and Area Map accordingly:

- Bella Commons No. 1, located in Nampa, Canyon County, Idaho, filed in Book 45 of Plats
  at Page 3, records of Canyon County, Idaho (comprising 4.28 acres, more or less)
- Bella Commons No. 2, located in Nampa, Canyon County, Idaho, filed in Book 47 of Plats
  at Page 42, records of Canyon County, Idaho (comprising 9.436 acres, more or less)
- Brookdale Estates No. 4, located in Nampa, Canyon County, Idaho, filed in Book 46 of
  Plats at Page 7, records of Canyon County, Idaho (comprising 12.85 acres, more or less)
- Carriage Hill North No. 5, located in Nampa, Canyon County, Idaho, filed in Book 47 of
  Plats at Page 7, records of Canyon County, Idaho (comprising 12.82 acres, more or less)
- Copper River Basin No. 6, locate in Nampa, Canyon County, Idaho, filed in Book 47 of
  Plats at Page 8, records of Canyon County, Idaho (comprising 11.3 acres, more or less)
- Eagle Stream No. 1, located in Nampa, Canyon County, Idaho, filed in Book 46 of Plats at
  Page 31, records of Canyon County, Idaho (comprising 8.44 acres, more or less)
- Eagle Stream No. 2, located in Nampa, Canyon County, Idaho, filed in Book 47 of Plats at
  Page 10, records of Canyon County, Idaho (comprising 9.41 acres, more or less)
- Franklin Village No. 2, located in Nampa, Canyon County, Idaho, filed in Book 46 of Plats
  at Page 33, records of Canyon County, Idaho (comprising 6.346 acres, more or less)
- Franklin Village No. 3, located in Nampa, Canyon County, Idaho, filed in Book 47 of Plats
  at Page 34, records of Canyon County, Idaho (comprising 10.824 acres, more or less)
- Granite Basin No. 5, located in Nampa, Canyon County, Idaho, filed in Book 47 of Plats
  at Page 24, records of Canyon County, Idaho (comprising 9.19 acres, more or less)
- Lava Springs No. 3, located in Nampa, Canyon County, Idaho, filed in Book 44 of Plats at
  Page 49, records of Canyon County, Idaho (comprising 17.14 acres, more or less)
- Lava Springs No. 4, located in Nampa, Canyon County, Idaho, filed in Book 46 of Plats at
  Page 29, records of Canyon County, Idaho (comprising 11.712 acres, more or less)
- Lava Springs No. 5, located in Nampa, Canyon County, Idaho, filed in Book 47 of Plats at
  Page 19, records of Canyon County, Idaho (comprising 13.54 acres, more or less)
- Lighthouse Estates No. 3, located in Nampa, Canyon County, Idaho, filed in Book 45 of
  Plats at Page 31, records of Canyon County, Idaho (comprising 15.14 acres, more or less)
- Maywoods Subdivision, located in Nampa, Canyon County, Idaho, filed in Book 46 of
  Plats at Page 10, records of Canyon County, Idaho (comprising 3.15 acres, more or less)
- Meadowcrest No. 1, located in Nampa, Canyon County, Idaho, filed in Book 47 of Plats at
  Page 40, records of Canyon County, Idaho (comprising 10.34 acres, more or less)
- Meriwether Park No. 2, located in Nampa, Canyon County, Idaho, filed in Book 47 of Plats
  at Page 29, records of Canyon County, Idaho (comprising 17.11 acres, more or less)
- North Horton Subdivision, located in Nampa, Canyon County, Idaho, filed in Book 47 of
  Plats at Page 18, records of Canyon County, Idaho (comprising 1.78 acres, more or less)
• Ridgecrest Commons No. 1, located in Nampa, Canyon County, Idaho, filed in Book 29 of Plats at Page 16, records of Canyon County, Idaho (comprising 6.77 acres, more or less)
• River Meadows No. 4, located in Nampa, Canyon County, Idaho, filed in Book 46 of Plats at Page 48, records of Canyon County, Idaho (comprising 13.51 acres, more or less)
• Southern Ridge No. 1, located in Nampa, Canyon County, Idaho, filed in Book 45 of Plats at Page 43, records of Canyon County, Idaho (comprising 7.26 acres, more or less)
• Southern Ridge No. 2, located in Nampa, Canyon County, Idaho, filed in Book 46 of Plats at Page 32, records of Canyon County, Idaho (comprising 5.65 acres, more or less)
• Southern Ridge No. 3, located in Nampa, Canyon County, Idaho, filed in Book 47 of Plats at Page 36, records of Canyon County, Idaho (comprising 7.0 acres, more or less)
• Southern Ridge No. 4, located in Nampa, Canyon County, Idaho, filed in Book 47 of Plats at Page 37, records of Canyon County, Idaho (comprising 4.91 acres, more or less)
• Timbercreek Subdivision, located in Nampa, Canyon County, Idaho, filed in Book 46 of Plats at Page 5, records of Canyon County, Idaho (comprising 11.12 acres, more or less)

Ordinance No. ___ shall be effective on its date of publication, which shall be on the 26th day of December, 2018. Ordinance No. ___ was passed by the Council and approved by the Mayor on the 17th day of December, 2018. The full text of the Ordinance is available at Nampa City Hall, 411 3rd Street South, Nampa, Idaho 83651. The Mayor and City Council approved the foregoing summary on the 17th day of December, 2018, for publication on the 26th day of December, 2018, pursuant to Idaho Code § 50-901A.

Attested:

__________________________  _________________________________
Mayor Debbie Kling              City Clerk (or Deputy)

STATEMENT OF LEGAL ADVISOR
I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. ___ and provides adequate notice to the public as to the contents of such ordinance.

DATED this 17th day of December, 2018.
Mark Hilty, Attorney for City of Nampa
OWNERS CERTIFICATE

Know all men by these presents:
That Steve White, Managing Member of Bella Commons, LLC, Jeff Pyatt, Managing Member of PBREL 1, LLC and Jake Meng, Managing Member of Conquest Properties, LLC, being first duly sworn, depose and say that they are the owners of BELLA COMMONS SUBDIVISION PHASE I, more particularly described in the legal description below, state that it is their intention to include said property in this subdivision plat and to dedicate to the public the public street as shown on this plat. The easements and private road as shown on this plat are not dedicated to the public, but are intended only for the right and purpose as designated within this plat and no permanent structures other than those for utility, irrigation or drainage purposes to be eroded within the limits of said easements. All lots in this subdivision shall receive domestic water from the City of Nampa Municipal Water System.

BELLA COMMONS SUBDIVISION PHASE I is located in a portion of the S 1/2 SE 1/4 NW 1/4 of Section 17, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County Idaho, more particularly described as follows:

Commencing at a found 3 inch diameter brass disk marking the SE corner of said SE 1/4 NW 1/4, (Center 1/4 corner), said corner bears S. 89° 28' 33" E., a distance of 2649.33 feet from a found 3 inch diameter brass disk marking the SW corner of said NW 1/4, (West 1/4 corner);

Thence along the southerly boundary of said S 1/2 SE 1/4 NW 1/4 and along the centerline of Flamingo Ave., N. 89° 28' 33" W., a distance of 79.97 feet to a found 5/8 inch diameter iron pin marking the POINT OF BEGINNING;

Thence continuing along the southerly boundary of said S 1/2 SE 1/4 NW 1/4 and along the centerline of Flamingo Ave., N. 89° 28' 33" W., a distance of 927.82 feet to a found 5/8 inch diameter iron pin;

Thence leaving said southerly boundary and centerline, N. 00° 31' 44" E., a distance of 40.00 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the northerly right of way of said Flamingo Ave.;

Thence parallel with said southerly boundary and centerline, S. 89° 28' 33" E., a distance of 600.00 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";

Thence leaving said right of way, N. 00° 31' 44" E., a distance of 148.19 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the beginning of a non-tangent curve right;

Thence a distance of 52.71 feet along the arc of said curve right, having a radius of 112.00 feet, a central angle of 25° 57' 53", the long chord of which bears N. 57° 57' 30" W., a distance of 52.22 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";

Thence tangent to said curve, N. 44° 28' 33" W., a distance of 109.63 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";

Thence N. 32° 32' 55" E., a distance of 24.63 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";

Thence N. 45° 31' 25" E., a distance of 43.84 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";

Thence S. 89° 28' 36" E., a distance of 644.70 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the westerly right of way of Cassia Street;

Thence along the westerly right of way said Cassia Street the following courses and distances:

Thence S. 09° 05' 11" W., a distance of 146.89 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";

Thence B. 00° 30' 23" W., a distance of 140.91 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";

Thence S. 45° 32' 23" W., a distance of 28.28 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";

Thence B. 00° 31' 23" W., a distance of 40.00 feet to the POINT OF BEGINNING.

This parcel contains 4.28 acres more or less.

Bella Commons, LLC
Steve White, Managing Member
CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: that Envision 360, Inc. does hereby certify that they are the owners of the real property hereinafter described, and that they do hereby include and plot the same into lots and blocks.

A parcel of land located in the S ½ SE ¼ NW ¼ of Section 17, T.3 N., R.2 W., B.M., City of Nampa, Canyon County, Idaho, described as follows:

Commencing at the center 1/4 corner of said Section 17; thence, N.89°28'33"W., 1007.79 feet along the south line of said NW ¼ (centerline of W. Flamingo Avenue) to the southwest corner of Bella Commons Subdivision Phase 1, the official plat for which is recorded in Book 45 at Page 43, said point being located S.89°28'33"E., 1642.05 feet from the west 1/4 corner of said Section 17; thence, N.00°31'44"E., 40.00 feet to a 5/8 inch rebar at the POINT OF BEGINNING; thence,

N.00°31'44"E., 235.00 feet along the east line of the City of Nampa's Tax Parcel R31410012 to a 5/8 inch rebar at the northeast corner of said parcel; thence,

N.89°28'33"W., 317.00 feet along the north line of said parcel to a 5/8 Inch rebar at the northwest corner of said parcel; thence,

N.00°31'44"E., 387.73 feet along the east line of the New Karcher Estates No. 2 Subdivision, the official plat for which is recorded in Book 17, Page 32, to a 5/8 inch rebar at the southwest corner of the Eagle Quest Subdivision, the official plat for which is recorded in Book 25, at Page 17; thence,

S.89°29'36"E., 780.00 feet along the south line of said Eagle Quest Subdivision to a 5/8 inch rebar; thence,

S.00°31'44"W., 318.07 feet to a 5/8 inch rebar in the north line of said Bella Commons Subdivision Phase 1; thence,

N.89°29'36"W., 37.99 feet along said north line to a 5/8 inch rebar; thence,

S.45°31'25"W., 45.64 feet along said north line to a 5/8 inch rebar; thence,

S.32°32'55"W., 24.63 feet along same to a 5/8 inch rebar at the northwestern corner of said Bella Commons Subdivision Phase 1; thence,

S.44°28'33"E., 109.63 feet along the south line of W. Bella Lane to a 5/8 inch rebar at a point of curvature; thence,

Southeasterly, along said south line, along a curve to the left having a radius of 112.00 feet, an arc length of 52.71 feet, a central angle of 28°57'56", a chord bearing of S.57°57'31"E., and a chord distance of 52.23 feet to a 5/8 inch rebar; thence,

S.00°31'44"W., 148.19 feet along the west line of said Bella Commons Subdivision Phase 1 to a 5/8 inch rebar in the north right of way line of W. Flamingo Avenue; thence,

N.89°29'32"W., 503.00 feet along said right of way line to the POINT OF BEGINNING, said parcel containing 411,042 square feet or 9.436 acres, more or less.

The private streets within this subdivision are not dedicated to the public, but their use for public access is reserved. Those streets shown as Private Street Lots are non-buildable access lots which will belong to the several owners of the lots of this subdivision through their Homeowners Association, with the right of access across and use of public utilities and drainage service all lots within this platting perpetually reserved. The easements shown on this plat are not dedicated to the public, but are reserved for the use of public utilities, irrigation, drainage or other stated uses only.

The lots in this subdivision will be served by City of Nampa Municipal Water System. Irrigation water will be provided by the City of Nampa Municipal Irrigation District, who have approved the irrigation plan for this subdivision.

IN WITNESS WHEREOF, WE HAVE SET OUR HAND THIS 24th DAY OF JULY, 2018.

Chad Olsen, Managing Member

ACKNOWLEDGEMENT

State of Idaho  ss
County of Canyon  ss

On this 24th day of July, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Chad Olsen, proven to me to be the Managing Member of Envision 360, Inc., whose name is subscribed to the foregoing instrument, and acknowledged to me that said corp. executed the same.

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

Notary Public for Idaho
Residing at City of Nampa, Idaho
My commission expires: Nov 1, 2023
Certificate of Owners

Know all men by these presents: that The 1st LLC, on behalf of Teton Energy Company, does hereby certify that it is the owner of that real property to be known as Carriage Hill North Subdivision No. 6, and that it intends to include additional real property, as described below, in this plot as follows:

A parcel of land situated in the northeast quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, City of Hailey, Blaine County, Idaho, and being more particularly described as follows:

Beginning at the northeast corner of the northeast quarter (north quarter—northeast corner) of Section 31 Township 3 North, Range 2 West, Boise Meridian;

Thereon 588’32” E, 441.62 feet along the north line of the northeast quarter to the northeast corner of Carriage Hill North Subdivision No. 3 (Record of Plat of Page 1, records of Blaine County, Idaho);

Thereon 500’00” NE, 500.00 feet along the boundary of Carriage Hill North Subdivision No. 3;

Thereon 558’49” NW, 185.05 feet along the boundary of Carriage Hill North Subdivision No. 3;

Thereon 516’23” NW, 555.00 feet along the boundary of Carriage Hill North Subdivision No. 3;

Thereon 529’66” NW, 555.00 feet along the boundary of Carriage Hill North Subdivision No. 3;

Thereon 533’34” NW, 110.63 feet along the boundary of Carriage Hill North Subdivision No. 3;

Thereon 521’30” NW, 385.69 feet along the boundary of Carriage Hill North Subdivision No. 3;

Thereon 519’04” NW, 501.02 feet along the boundary of Carriage Hill North Subdivision No. 3;

Thereon 502’17” NW, 477.77 feet along the boundary of Carriage Hill North Subdivision No. 3;

Thereon 494’00” NW, 501.02 feet along the boundary of Carriage Hill North Subdivision No. 3;

Thereon 484’27” NW, 149.09 feet along the boundary of Carriage Hill North Subdivision No. 3;

Thereon 504’44” NW, 178.89 feet along the boundary of Carriage Hill North Subdivision No. 3;

Thereon 504’44” NW, 178.89 feet along the boundary of Carriage Hill North Subdivision No. 2 (Record of Plat of Page 9, records of Blaine County, Idaho);

Thereon 14.53 feet on a semi-circular arc to the left, convex on the north, having a radius of 100.90 feet, a central bearing of 010°37’09”, and a chord length of 14.53 feet, along the boundary of Carriage Hill North Subdivision No. 2;

Thereon 504’44” NW, 178.89 feet along the boundary of Carriage Hill North Subdivision No. 2;

Thereon 504’44” NW, 178.89 feet along the boundary of Carriage Hill North Subdivision No. 2;

Thereon 504’44” NW, 178.89 feet along the boundary of Carriage Hill North Subdivision No. 2;

Thereon 504’44” NW, 178.89 feet along the boundary of Carriage Hill North Subdivision No. 2;

Thereon 504’44” NW, 178.89 feet along the boundary of Carriage Hill North Subdivision No. 2;

Thereon 504’44” NW, 178.89 feet along the boundary of Carriage Hill North Subdivision No. 2;

Thereon 504’44” NW, 178.89 feet along the boundary of Carriage Hill North Subdivision No. 2;

Thereon 504’44” NW, 178.89 feet along the boundary of Carriage Hill North Subdivision No. 2;

The above-described parcel contains 15.42 acres, more or less.

The public shown above on this plot are hereby dedicated to the public. The annexations shown on this plot are not dedicated to the public, however the right to use and assess these water systems is hereby reserved for the uses specifically described in the plat, and for any other purposes designated herein, and no permanent structures, either for such uses and purposes, are to be erected within the lines of said annexations. All of the land within this subdivision are eligible to receive water service from the City of Hailey, and the City of Hailey has agreed in writing to serve all lots within the subdivision. Irrigation water has been provided from City of Hailey, in accordance with Idaho Code 36-2001(1)(b). Lots within this subdivision will be entitled to irrigation water rights, and will be entitled for assessments from the City of Hailey.

In witness whereof, I have hereunto set my hand:

[Signature]

Thomas Coleman, Division President
The 1st LLC

Certificate of Surveyor

L. Wilson E. Price, by power of attorney, on behalf of The 1st LLC, does hereby certify that I am a Professional Land Surveyor, Licensed by the State of Idaho, and that this plot of Carriage Hill North Subdivision No. 6, as described in the Certificate of Owners and as shown on the attached plot is correct and was surveyed in accordance with Idaho Code relating to plats and surveys.

[Signature]

L. Wilson E. Price, PLS 11334

Acknowledgment

State of Idaho

County of Ada

On this 23rd day of August, 2021, before me, a Notary Public in and for the State of Idaho, personally appeared Thomas Coleman, known or identified to me to be a Division President of The 1st LLC, that executed the within instrument, and acknowledged to me that he signed the within instrument and acknowledged to me that he signed the within instrument and acknowledged to me that he signed the within instrument.

[Signature]

Notary Public for Idaho
My commission expires 8-20-2024.
CERTIFICATE OF OWNERS

Know all men by these presents: That Challenger Development, Inc., an Idaho Corporation is the owner of the property described as follows:

A parcel of land located in the SE 1/4 of Section 30, T.3N., R.2W., B.M., Nampa, Canyon County, Idaho, more particularly described as follows:

Commencing at the E1/4 corner of said Section 30 from which the SE corner of said Section 30 bears South 00°57'11" East, 2631.61 feet;

thence along the East-West centerline of said Section 30 South 89°34'46" West, 2633.04 feet to the Northwest corner of Copper River Basin Subdivision No. 2, as same is recorded in Book 37 of Plats at Page 27, records of Canyon County, Idaho;

thence along the West boundary line of said Copper River Basin Subdivision No. 2 and the West boundary line of Copper River Basin Subdivision No. 5, as same is recorded in Book 45 of Plats at Page 40, records of Canyon County, Idaho South 00°39'50" East, 1,071.80 feet to an angle point in the boundary line of Lot 39, Block 2 of said Copper River Basin Subdivision No. 5;

thence along the southwesterly boundary line of said Lot 39 South 31°52'20" East, 259.30 feet to the southwesterly corner of said Lot 39, said point being the REAL POINT OF BEGINNING;

thence along the exterior boundary line of said Copper River Basin Subdivision No. 5 the following 4 courses and distances:

thence North 89°27'55" East, 672.83 feet;

thence North 39°13'05" East, 260.45 feet;

thence North 09°26'47" West, 71.63 feet;

thence North 19°18'04" West, 81.96 feet to the NE corner of Lot 56, Block 2 of said Copper River Basin Subdivision No. 5;

thence along the southerly boundary line of Copper River Basin Subdivision No. 3 as same is recorded in Book 43 of Plats at Page 33, records of Canyon County, Idaho the following 2 courses and distances:

thence South 83°02'00" East, 10.86 feet;

thence North 83°33'44" East, 83.64 feet;

thence along southwestwesterly boundary line of said Copper River Basin Subdivision No. 3 and the southwestwesterly boundary line of Copper River Basin Subdivision No. 4 as same is recorded in Book 44 of Plats at Page 37, records of Canyon County, Idaho the South 28°34'48" East 179.85 feet to the SW corner of Lot 84, Block 3 of said Copper River Basin Subdivision No. 4;

thence along the South boundary line of said Copper River Basin Subdivision No. 4 North 89°34'46" East, 203.17 feet;

thence leaving said South boundary line South 37°02'14" West, 140.91 feet;

thence 20.01 feet along the arc of a non-tangent curve to the right, said curve having a radius of 555.00 feet, a central angle of 02°03'55" and a long chord of 20.00 feet which bears North 54°11'44" West;

thence South 36°50'14" West, 90.00 feet;

thence South 39°13'05" West, 198.37 feet;

thence South 00°57'11" East, 381.67 feet;

thence South 89°27'18" West, 721.10 feet;

thence North 12°26'58" West, 264.50 feet;

thence 128.43 feet along the arc of a non-tangent curve to the left, said curve having a radius of 378.88 feet, a central angle of 9°25'20" and a long chord of 127.82 feet which bears North 22°09'39" West;

thence North 31°52'20" West, 153.73 feet to the REAL POINT OF BEGINNING. Containing 11.30 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Nampa main line located adjacent to the subject subdivision, and City of Nampa has agreed in writing to serve all the lots in this subdivision.

Challenger Development, Inc., an Idaho Corporation

Corey D. Barton, President
CERTIFICATE OF OWNERS

Know all men by these presents: That Eagle Stream Properties, LLC., an Idaho Limited Liability Company, is the owner of the property described as follows:

A parcel of land located in the NE 1/4 of the SE 1/4 of Section 18, T.3N., R.2W., B.M., Nampa, Canyon County, Idaho, more particularly described as follows:

Commencing at the E1/4 corner of said Section 18, from which the SE corner of said Section 18 bears South 00°30'58" West, 2649.71 feet;

thence along the East-West centerline line of said Section 18 North 00°33'30" West, 784.92 feet;

thence leaving said East-West centerline line South 00°32'19" West, 40.00 feet to a point on the South right-of-way line of W. Flamingo Road, said point being the REAL POINT OF BEGINNING;

thence continuing South 00°32'19" West, 140.00 feet;

thence South 89°33'30" East 115.00 feet to a point on the West boundary line of Vaughn Estates Subdivision as filed in Book 10 of Plats at Page 8, records of Canyon County, Idaho;

thence along said West boundary line and the West boundary line of Lyfe-Horn Subdivision No. 1 as filed in Book 10 of Plats at Page 30, records of Canyon County Idaho South 00°32'19" West, 761.64 feet;

thence leaving said West boundary line North 89°27'41" West, 40.00 feet;

thence South 00°32'19" West, 125.00 feet;

thence North 89°27'41" West, 176.06 feet;

thence North 00°30'37" East, 36.17 feet;

thence North 89°33'30" West, 128.00 feet;

thence North 00°30'37" East, 685.00 feet;

thence North 89°33'30" West, 113.70 feet;

thence North 31°38'01" East, 83.12 feet;

thence North 58°21'59" West, 50.00 feet;

thence North 89°33'30" West, 14.48 feet;

thence North 00°30'37" East 220.00 feet to a point on the South right-of-way line of W. Flamingo Road;

thence along said South right-of-way line South 89°33'30" East, 359.57 feet to the REAL POINT OF BEGINNING. Containing 6.44 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpustually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Nampa main line located adjacent to the subject subdivision, and City of Nampa has agreed in writing to serve all the lots in this subdivision.

Eagle Stream Properties, LLC

[Signature]

Providence Properties, LLC - Member

E. Don Hubble, authorized agent
CERTIFICATE OF OWNERS

Know all men by these presents: That Eagle Stream Properties, LLC., an Idaho Limited Liability Company, is the owner of the property described as follows:

A parcel of land located in the NE 1/4 of the SE 1/4 of Section 18, T.3N., R.2W., B.M., Nampa, Canyon County, Idaho, more particularly described as follows:

Commencing at the E1/4 corner of said Section 18 from which the SE corner of said Section 18 bears South 00°30'58" West, 2648.71 feet;

thence along the East-West centerline of said Section 18 North 89°33'30" West, 1302.49 feet to the C-E1/16 comer of said Section 18;

thence along the West boundary line of the NE 1/4 of the SE 1/4 of said Section 18 South 00°30'37" West, 268.00 feet to the REAL POINT OF BEGINNING;

thence leaving said West boundary line South 89°33'30" East, 178.00 feet to the SW corner of Lot 1, Block 3 of Eagle Stream Subdivision No. 1 as filed in Book of Plats at Page , records of Canyon County, Idaho;

thence along the exterior boundary line of said Eagle Stream Subdivision No. 1 the following 10 courses and distances:

thence continuing South 89°33'30" East, 14.46 feet;

thence South 58°21'59" East, 50.00 feet;

thence South 31°38'01" West, 83.12 feet;

thence South 89°33'30" East, 113.70 feet;

thence South 00°30'37" West, 665.00 feet;

thence South 89°33'30" East, 128.00 feet;

thence South 00°30'37" West, 36.17 feet;

thence South 89°27'41" East, 178.05 feet;

thence North 00°32'19" East, 125.00 feet;

thence South 89°27'41" East, 40.00 feet to a point on the West boundary line of Lyle-Horn Subdivision No. 1 as filed in Book 10 of Plats at Page 30, records of Canyon County, Idaho;

thence along said West boundary line South 00°32'19" West, 378.46 feet;

thence leaving said West boundary line North 89°33'30" West, 621.92 feet;

thence North 41°45'54" West, 44.60 feet to a point on the West boundary line of the NE 1/4 of the SE 1/4 of said Section 18;

thence along said West boundary line North 00°30'37" East, 1,018.97 feet to the REAL POINT OF BEGINNING.

Containing 0.44 acres, more or less.

It Is the Intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby percutually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Nampa main line located adjacent to the subject subdivision, and City of Nampa has agreed in writing to serve all the lots in this subdivision.

Eagle Stream Properties, LLC

Providence Properties, LLC - Member
E. Don Hubble, authorized agent
CERTIFICATE OF OWNERS

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

A PARCEL OF LAND, BEING A PORTION OF LOTS 23, 24, 25 AND 26 OF CORTLAND PLACE SUBDIVISION (BOOK 1 OF PLATS, PAGE 26, RECORDS OF CANYON COUNTY, IDAHO), FURTHER SITUATED IN THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CITY OF NAMPA, CANYON COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMCENCING AT A FOUND BRASS CAP MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 11, WHICH BEARS N0°02'40"E A DISTANCE OF 2,647.58 FEET FROM A FOUND 5/8-INCH REBAR MARKING THE WEST 1/4 CORNER OF SAID SECTION 11, THEN FOLLOWING THE WESTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 11, S00°24'01"W A DISTANCE OF 1,438.95 FEET TO A POINT;

THENCE LEAVING SAID WESTERLY LINE, S86°35'56"E A DISTANCE OF 389.27 FEET TO A FOUND 5/8-INCH REBAR MARKING THE SOUTHWESTERLY CORNER OF LOT 15, BLOCK 1 OF FRANKLIN VILLAGE SUBDIVISION NO. 1 (BOOK 45 OF PLATS AT PAGE 38, RECORDS OF CANYON COUNTY, IDAHO) AND BEING THE POINT OF BEGINNING.

THENCE FOLLOWING THE SUBDIVISION BOUNDARY OF SAID FRANKLIN VILLAGE SUBDIVISION NO. 1, N54°39'12"E A DISTANCE OF 108.93 FEET TO A FOUND 5/8-INCH REBAR;

THENCE S35°20'48"E A DISTANCE OF 15.00 FEET TO A FOUND 5/8-INCH REBAR;

THENCE N45°43'12"E A DISTANCE OF 376.12 FEET TO A SET 5/8-INCH REBAR;

THENCE LEAVING SAID SUBDIVISION BOUNDARY, S35°20'48"E A DISTANCE OF 108.00 FEET TO A SET 5/8-INCH REBAR;

THENCE S35°20'48"E A DISTANCE OF 108.00 FEET TO A SET 5/8-INCH REBAR;

THENCE S54°39'12"W A DISTANCE OF 108.00 FEET TO A SET 5/8-INCH REBAR;

THENCE S54°39'12"W A DISTANCE OF 108.00 FEET TO A SET 5/8-INCH REBAR;

THENCE S55°10'15"E A DISTANCE OF 55.15 FEET TO A SET 5/8-INCH REBAR;

THENCE S35°20'48"E A DISTANCE OF 108.00 FEET TO A SET 5/8-INCH REBAR;

THENCE S35°20'48"E A DISTANCE OF 284.88 FEET TO A SET 5/8-INCH REBAR;

THENCE S51°13'11"W A DISTANCE OF 50.09 FEET TO A SET 5/8-INCH REBAR;

THENCE S54°39'12"W A DISTANCE OF 164.22 FEET TO A POINT ON THE CENTERLINE OF GRIMES DRAIN BEING WITNESSED BY A SET 5/8-INCH REBAR WHICH BEARS N45°43'12"E A DISTANCE OF 50.00 FEET FROM SAID POINT;

THENCE FOLLOWING SAID CENTERLINE, N35°40'26"W A DISTANCE OF 71.25 FEET TO A POINT BEING REFERENCED BY TWO SET 5/8-INCH REBAR WHICH BEARS N54°46'29"E A DISTANCE OF 50.00 FEET (SOUTHWESTERLY CORNER OF LOT 23, BLOCK 1) AND S70°37'37"W A DISTANCE OF 67.17 FEET (SOUTHWESTERLY CORNER LOT 24, BLOCK 1) FROM SAID POINT;

THENCE FOLLOWING SAID CENTERLINE, N34°46'35"W A DISTANCE OF 478.78 FEET TO THE SOUTHWESTERLY CORNER OF LOT 16, BLOCK 1 OF SAID FRANKLIN VILLAGE SUBDIVISION NO. 1 BEING WITNESSED BY A FOUND 5/8-INCH REBAR WHICH BEARS N54°39'12"E A DISTANCE OF 50.00 FEET FROM SAID POINT;

THENCE LEAVING SAID CENTERLINE, N54°39'12"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINS 6.346 ACRES, MORE OR LESS.

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

[Signature]
DON BRANDT, MEMBER
FRANKLIN VILLAGE DEVELOPMENT, LLC

ACKNOWLEDGMENT

STATE OF IDAHO )
CANYON COUNTY ) SS

ON THIS 26th DAY OF DEC., 2017 A.D., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED DON BRANDT, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF FRANKLIN VILLAGE DEVELOPMENT, LLC, AND THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LLC AND ACKNOWLEDGED TO ME THAT SUCH LLC EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

[Signature]
Nancy T. West
NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING AT Nampa, ID
MY COMMISSION EXPIRES 9-10-21
CERTIFICATE OF OWNERS

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

A PARCEL OF LAND, BEING A PORTION OF LOTS 22, 23, 24, 26 AND 27 OF CORTLAND PLACE SUBDIVISION (BOOK 1 OF PLATS, PAGE 46, RECORDS OF CANYON COUNTY, IDAHO), FURTHER SITUATED IN THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 3 NORTHERN RANGE 2 WEST, BOISE MERIDIAN, CITY OF NAMPA, CANYON COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 11, WHICH BEARS N90°00'00"E A DISTANCE OF 500.24' TO A POIN

THERENCHED FOLLOWING THE WES TERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 11, S00°24'01"W A DISTANCE OF 1,687.84 FEET:

THERENCHED LEAVING SAID WESTERLY LINE, S85°35'59"E A DISTANCE OF 707.10 FEET TO A FOUND 5/8-INCH REBAR MARKING THE SOUTHEASTERLY CORNER OF SAID LOT 25, SOUTHWEST CORNER OF SAID LOTS 24, 26, 27, RECORDS OF CANYON COUNTY, IDAHO) AND BEING THE POINT OF BEGINNING.

THERENCHED FOLLOWING THE SUBDIVISION BOUNDARY OF SAID FRANKLIN VILLAGE SUBDIVISION No. 2 THE FOLLOWING TEN (10) COURSES:

1. N54°39'12"E A DISTANCE OF 114.29 FEET TO A FOUND 5/8-INCH REBAR;
2. N51°13'11"E A DISTANCE OF 50.06 FEET TO A FOUND 5/8-INCH REBAR;
3. N51°21'44"E A DISTANCE OF 68.68 FEET TO A FOUND 5/8-INCH REBAR;
4. N33°59'38"W A DISTANCE OF 55.00 FEET TO A FOUND 5/8-INCH REBAR;
5. N32°10'40"W A DISTANCE OF 53.15 FEET TO A FOUND 5/8-INCH REBAR;
6. N32°20'48"W A DISTANCE OF 50.00 FEET TO A FOUND 5/8-INCH REBAR;
7. N32°17'12"W A DISTANCE OF 58.76 FEET TO A FOUND 5/8-INCH REBAR;
8. N32°10'45"W A DISTANCE OF 50.40 FEET TO A FOUND 5/8-INCH REBAR;
9. N32°20'42"W A DISTANCE OF 50.58 FEET TO A FOUND 5/8-INCH REBAR;
10. N32°20'42"W A DISTANCE OF 50.18 FEET TO A FOUND 5/8-INCH REBAR WHICH BEARS S00°00'00"W A DISTANCE OF 1.00 FEET FROM SAID POINT ON THE SUBDIVISION BOUNDARY OF FRANKLIN VILLAGE SUBDIVISION No. 1 (BOOK 48 OF PLATS AT PAGE 36, RECORDS OF CANYON COUNTY, IDAHO);

THERENCHED LEAVING SAID SUBDIVISION BOUNDARY OF FRANKLIN VILLAGE SUBDIVISION No. 1 THE FOLLOWING FIVE (5) COURSES:

1. N54°39'12"E A DISTANCE OF 186.27 FEET TO A FOUND 5/8-INCH REBAR;
3. S90°00'00"E A DISTANCE OF 50.18 FEET TO A FOUND 5/8-INCH REBAR;
4. N00°00'00"E A DISTANCE OF 50.40 FEET TO A FOUND 5/8-INCH REBAR;
5. N00°00'00"E A DISTANCE OF 71.00 FEET TO A FOUND 5/8-INCH REBAR;

THERENCHED LEAVING SAID SUBDIVISION BOUNDARY OF FRANKLIN VILLAGE SUBDIVISION No. 1, N90°00'00"E A DISTANCE OF 54.00 FEET TO A FOUND 5/8-INCH REBAR:

THERENCHED ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 54°27'47", A CHORD BEARING OF N62°46'07"W AND A CHORD DISTANCE OF 639.63 FEET TO A FOUND 5/8-INCH REBAR;

THERENCHED ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 860.00 FEET, A DELTA ANGLE OF 21°32'49", A CHORD BEARING OF S46°19'09"E AND A CHORD DISTANCE OF 321.51 FEET TO A FOUND 5/8-INCH REBAR;

THERENCHED ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 931.00 FEET, A DELTA ANGLE OF 19°48'15", A CHORD BEARING OF S67°00'37"E AND A CHORD DISTANCE OF 320.20 FEET TO A FOUND 5/8-INCH REBAR;

THERENCHED ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 719.00 FEET, A DELTA ANGLE OF 0°26'00"E A FOUND 5/8-INCH REBAR, A DISTANCE OF 115.96 FEET TO A FOUND 5/8-INCH REBAR;

THERENCHED ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 585.15 FEET TO A FOUND 5/8-INCH REBAR;

THERENCHED ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 566.15 FEET TO A FOUND 5/8-INCH REBAR;

THERENCHED ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 51.75 FEET TO A FOUND 5/8-INCH REBAR;

THERENCHED ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 639.27 FEET TO A POINT ON THE CENTERLINE OF GRIMES DRAIN BEING WITNESSED BY A FOUND 5/8-INCH REBAR, AND A DISTANCE OF 50.00 FEET FROM SAID POINT;

THERENCHED LEAVING SAID CENTERLINE, N54°39'12"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SOLD DESCRIPTION CONTAINS 10.824 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE SAID LAND IN THIS PLAT, THE EASEMENTS SHOWN ON THIS PLAT ARE TO BE SUBDIVISION EASEMENTS TO USE AND PAVEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS SHOWN ON THIS PLAT. NO STRUCTURES OTHER THAN FOR SUCH UTILITIES AND OTHER PURPOSES AS SHOWN ON THIS PLAT, AND NO OTHER USES SHOWN ON THIS PLAT, PERMITS, OR EASEMENTS OTHER THAN THOSE SHOWN ON THIS PLAT, THE UNDERSIGNED BY THESE PRESENTS, DEDICATES TO THE PUBLIC ALL PUBLIC STREETS AS SHOWN ON THIS PLAT, ALL LOTS WHICH WILL RECEIVE WATER SERVICE FROM THE CITY OF NAMPA AND SAID CITY HAS AGREED IN WRITING TO SERVE ALL OF THESE LOTS.

DON BRANDT
FRANKLIN VILLAGE DEVELOPMENT, LLC
CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT GRANITE BASIN PROPERTIES LLC, AN IDAHO LIMITED LIABILITY COMPANY, IS THE OWNER OF RECORD OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 20, T.3N., R.2 W., BOISE MERIDIAN, NAMPA, CANYON COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S1/4 CORNER OF SAID SECTION 20 FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 20 BEARS SOUTH 89°36′55″ EAST, 2661.74 FEET;

THENCE ALONG THE NORTH–SOUTH CENTERLINE OF SAID SECTION 20 NORTHERLY 00°06′13″ EAST, 898.32 FEET TO THE SW CORNER OF LOT 1, BLOCK 12 OF GRANITE BASIN SUBDIVISION NO. 2 AS FILED IN BOOK 44 OF PLATS AT PAGE 34, RECORDS OF CANYON COUNTY, IDAHO;

THENCE ALONG THE EXTERIOR BOUNDARY LINE OF SAID GRANITE BASIN SUBDIVISION NO. 2 THE FOLLOWING 4 COURSES AND DISTANCES:

THENCE SOUTH 89°53′47″ EAST, 160.31 FEET;

THENCE 30.31 FEET ALONG THE ARC OF A NON–TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 272.00 FEET, A CENTRAL ANGLE OF 06°23′03″ AND A LONG CHORD OF 30.29 FEET WHICH BEARS SOUTH 03°05′18″ EAST;

THENCE SOUTH 00°06′13″ WEST, 199.76 FEET;

THENCE SOUTH 87°27′30″ EAST, 56.05 FEET;

THENCE CONTINUING ALONG THE EXTERIOR BOUNDARY LINE OF SAID GRANITE BASIN SUBDIVISION NO. 2 AND ALONG THE EXTERIOR BOUNDARY LINE OF GRANITE BASIN SUBDIVISION NO. 1 AS FILED IN BOOK 41 OF PLATS AT PAGE 10, RECORDS OF CANYON COUNTY, IDAHO SOUTH 89°36′55″ EAST, 256.22 FEET;

THENCE ALONG THE EXTERIOR BOUNDARY LINE OF SAID GRANITE BASIN SUBDIVISION NO. 1 THE FOLLOWING 8 COURSES AND DISTANCES:

THENCE SOUTH 84°36′55″ EAST, 70.32 FEET;

THENCE SOUTH 00°23′05″ WEST, 106.40 FEET;

THENCE SOUTH 05°23′05″ WEST, 56.00 FEET;

THENCE SOUTH 84°36′55″ EAST, 4.90 FEET;

THENCE SOUTH 00°23′05″ WEST, 212.81 FEET;

THENCE SOUTH 05°23′05″ WEST, 56.00 FEET;

THENCE SOUTH 84°36′55″ EAST, 10.92 FEET;

THENCE SOUTH 00°23′05″ WEST, 228.70 FEET TO THE SW CORNER OF SAID GRANITE BASIN SUBDIVISION NO. 1, SAID POINT ALSO BEING ON THE SOUTH BOUNDARY LINE OF SAID SECTION 20;

THENCE ALONG SAID SOUTH BOUNDARY LINE NORTH 89°36′55″ WEST, 547.00 FEET TO THE POINT OF BEGINNING. CONTAINING 9.19 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC, THE PUBLIC STREETS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING CITY OF NAMPA MAIN LINE LOCATED ADJACENT TO THE SUBJECT SUBDIVISION, AND CITY OF NAMPA HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

GRANITE BASIN PROPERTIES LLC

[Signature]

E. DON HUBBLE, ADJUDICATED AGENT
OWNERS CERTIFICATE

Lava Springs Subdivision

Exhibit L

LAVA SPRINGS SUBDIVISION NO. 3

A parcel of land being a portion of the NEIQ of Section 15, Township 2 North, Range 2 East, Shasta Meridian, Shasta County, California, more particularly described as follows:

Commencing at the northeast corner of the NEIQ/A

Then due south along a line 400 feet along the northwesterly boundary of the NEIQ/A to a point where the NEIQ/A meets the western boundary of Lava Springs Subdivision No. 1.

Then due west along the southern boundary of Lava Springs Subdivision No. 1 the next course and distance

Then S 00° 30' 30" W a distance of 49.43 feet to a point

Then S 49° 45' 25" W a distance of 70.71 feet to a point.

Lava Springs Subdivision No. 3 contains 171 acres, more or less.

 signatures

Lawson Delval
President - Quatro Properties, Inc.
President - Lava Springs Owners Association Corporation

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF CANYON

By: It is remembered that on this day of , 2015, before me, the undersigned, a notary public in and for said state, personally appeared Lave Delval, who is known and identified to me to be the President of the Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

In witness whereof, I have hereunto set my hand and notarial seal the day last above written.

Notary Public for the State of Idaho

Residing at

Commission expires

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF CANYON

By: It is remembered that on this day of , 2015, before me, the undersigned, a notary public in and for said state, personally appeared Lave Delval, who is known and identified to me to be the President of the Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

In witness whereof, I have hereunto set my hand and notarial seal the day last above written.

Notary Public for the State of Idaho

Residing at

Commission expires

CERTIFICATE OF SURVEY

I, Darin Holtsby, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plot as described in the Owners Certificate and the attached plot, was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points plotted thereon in conformity with the state of Idaho codes relating to plots, surveys, and the corner perpetuation and filing act, prior to codes 05-1001 through 05-1012.

Darin Holtsby
P.L.S. License No. 3566

9366

DECE2180S 01/19/15 SHEET 3 of 4
PLAT OF LAKE SPRINGS SUBDIVISION NO. 4
A PORTION OF THE NE 1/4 OF SECTION 11,
T. 2 N., R. 2 W., B. M., CITY OF NAMPA, CANYON COUNTY, IDAHO
2017

OWNERS CERTIFICATE

Know all men by these presents, that the undersigned are the owners of the property described as follows and intend to include said property in this plat, to wit: A portion of land being a portion of the NE 1/4 of Section 11, Township 2 North, Range 5 West of the 6th Principal Meridian, City of Nampa, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the E 1/4 corner of said Section 11, monumented by a 3" bronze cap (Corner Records No. 2011-017258), from which the S 1/4 corner of said Section 11, monumented by a 6" aluminum cap (Corner Records No. 2011-017258), bears North 89°40'44" East, a distance of 396.93 feet;

Thence North 89°40'44" West, coincident with the south line of said NE 1/4, a distance of 789.36 feet to the westerly line of the former Idaho Northern Railroad right of way line;

Thence North 04°56'10" East, coincident with said easterly right of way line, a distance of 1020.82 feet to the POINT OF BEGINNING;

Thence continuing North 04°56'10" East, coincident with said easterly right of way line, a distance of 203.01 feet to the southwest corner of Lake Springs Subdivision No. 3, Book 44, Page 68, Canyon County Records;

Thence coincident with said southerly line of said Lake Springs Subdivision No. 3 the following eight courses:

Thence South 89°40'44" East, a distance of 242.66 feet to the beginning of a non-tangent curve to the left;

Thence southwesterly along the arc of said curve to the left, an arc distance of 52.00 feet, said curve having a radius of 175.00 feet, a central angle of 82°46'44", and a chord bearing of South 39°45'10" East a distance of 77.93 feet to the beginning of a reverse curve to the right;

Thence southeasterly along the arc of said curve to the right, an arc distance of 12.71 feet, said curve having a radius of 17.50 feet, a central angle of 82°46'44", and a chord bearing of South 39°45'10" East a distance of 18.53 feet to the beginning of a non-tangent curve to the left;

Thence northwesterly along the arc of said curve to the left, an arc distance of 18.13 feet, said curve having a radius of 17.50 feet, a central angle of 30°26'52", and a chord bearing of North 07°26'52" East a distance of 12.23 feet to the beginning of a reverse curve to the right;

Thence northwesterly along the arc of said curve to the right, an arc distance of 56.43 feet, said curve having a radius of 17.50 feet, a central angle of 30°26'52", and a chord bearing of North 07°26'52" East a distance of 55.10 feet to the beginning of a non-tangent curve to the left;

Thence South 72°26'33" East, a distance of 50.80 feet;

Thence South 87°43'23" East, a distance of 346.31 feet to the point of intersection with the westernly line of the proposed La Verne Subdivision No. 1, Book 64, Page 6, Canyon County Records;

Thence South 42°18'53" East, coincident with said westernly line, a distance of 79.70 feet (formerly 70.32 feet) to the southwest corner of the proposed La Verne Subdivision No. 1, Book 71, Page 13, Canyon County Records;

Thence coincident with said westerly line of said La Verne Subdivision No. 1 the following nine courses:

Thence South 02°45'57" West, a distance of 373.09 feet;

Thence South 34°54'09" West, a distance of 32.59 feet;

Thence South 34°54'09" West, a distance of 104.36 feet to the beginning of a non-tangent curve to the left;

Thence southwesterly along the arc of said curve to the left, an arc distance of 34.42 feet, said curve having a radius of 74.00 feet, a central angle of 29°46'44", and a chord bearing of South 01°00'07" East a distance of 37.99 feet to the beginning of a reverse curve to the right;

Thence southeasterly along the arc of said curve to the right, an arc distance of 18.29 feet, said curve having a radius of 17.50 feet, a central angle of 93°32'32", and a chord bearing of South 08°32'13" East a distance of 17.47 feet;

Thence South 07°25'10" West, a distance of 50.01 feet to the beginning of a non-tangent curve to the left;

Thence southwesterly along the arc of said curve to the left, an arc distance of 18.00 feet, said curve having a radius of 17.50 feet, a central angle of 93°32'32", and a chord bearing of South 08°32'13" East a distance of 17.83 feet to the beginning of a reverse curve to the left.

ACKNOWLEDGMENT

On the 1st day of September, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared William L. Duchin, known or identified to me to be the President of Quatro Properties Nampa, Inc., who executed the instrument or the person who executed the instrument on behalf of said La Verne Corporation, and acknowledged to me that such La Verne Corporation executed the same.

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

Notary Public for Idaho

[Signature]

Certification

I, Travis P. Foster, am a registered professional land surveyor in the state of Idaho, and do hereby certify that this plat, as described in the "Certificate of Ownership," was drawn from an actual survey made on the ground under my direct supervision and accurately represents the parcels plotted thereon, in conformity with the laws of Idaho relating to plats, surveys, and the corner perpetuation and survey act, Idaho Code 35-1001 through 35-1512.

[Signature]

Travis P. Foster, PLS

Quatro Properties Nampa, Inc.

1101 Broadway Avenue
Nampa, Idaho 83651

Certificate of Surveyor

[Signature]

Travis P. Foster, PLS

[Stamp]

Notary Public

Other than drafting, I also provide online support and services for various needs. If you require any further assistance, feel free to ask.
CERTIFICATE OF OWNERS

Know all men by these presents: That Challenger Development, Inc., an Idaho Corporation, is the owner of the property described as follows:

A parcel located in the S 1/4 of the NW 1/4 of the NE 1/4 and the N 1/4 of the NW 1/4 of Section 3, Township 2 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, more particularly described as follows:

Commencing at a Brass Cap monument marking the northwest corner of the SE 1/4 of said Section 3, from which a 5/8 inch diameter iron pin marking the southwest corner of said N 1/4 of the NW 1/4 bears S 0°24′40″ W a distance of 1323.37 feet;

Then S 0°24′40″ W along the westerly boundary of said SE 1/4 a distance of 441.05 feet to a 5/8 inch diameter iron pin marking the southwest corner of Lighthouse Estates Subdivision No. 2 as shown in Book 43 of Plats on Page 50, records of Canyon County, Idaho;

Then Thence said westerly boundary S 0°13′44″ E along the southerly boundary of said Lighthouse Estates Subdivision No. 2 a distance of 283.26 feet to a 5/8 inch diameter iron pin marking the southeast corner of said Lighthouse Estates Subdivision No. 2 and the POINT OF BEGINNING;

Thence along the easterly boundary of said Lighthouse Estates Subdivision No. 2 the following described courses:

Thence N 0°32′11″ E a distance of 100.03 feet to a 5/8 inch diameter iron pin;

Thence S 0°32′11″ E a distance of 23.89 feet to a 5/8 inch diameter iron pin;

Thence S 0°32′11″ E a distance of 162.00 feet to a 5/8 inch diameter iron pin;

Thence S 0°14′13″ E a distance of 218.11 feet to a 5/8 inch diameter iron pin;

Thence N 0°14′13″ E a distance of 130.02 feet to a 5/8 inch diameter iron pin;

Thence S 0°14′13″ E a distance of 63.85 feet to a 5/8 inch diameter iron pin;

Thence N 0°14′13″ E a distance of 200.00 feet to a 5/8 inch diameter iron pin;

Thence N 0°14′13″ E a distance of 76.82 feet to a 5/8 inch diameter iron pin;

Thence N 0°14′13″ E a distance of 127.75 feet to a 5/8 inch diameter iron pin;

Thence S 0°14′13″ E a distance of 22.58 feet to a 5/8 inch diameter iron pin;

Thence N 0°14′13″ E a distance of 62.00 feet to a 5/8 inch diameter iron pin;

Thence N 0°14′13″ E a distance of 100.33 feet to a 5/8 inch diameter iron pin;

Thence N 0°14′13″ E a distance of 100.00 feet to a 5/8 inch diameter iron pin;

Thence S 0°14′13″ E a distance of 6.83 feet to a 5/8 inch diameter iron pin;

Thence a distance of 5.33 feet along the arc of a 578.00 foot radius curve right, said curve having a central angle of 0°31′44″ and a long chord bearing S 0°30′44″ E a distance of 6.33 feet to a 5/8 inch diameter iron pin;

Thence N 0°30′44″ E a distance of 163.23 feet to a 5/8 inch diameter iron pin;

Thence E 0°30′44″ E a distance of 3.78 feet to a 5/8 inch diameter iron pin;

Thence a distance of 73.40 feet along the arc of a 340.60 foot radius curve right, said curve having a central angle of 12°22′28″ and a long chord bearing N 0°47′00″ W a distance of 73.26 feet to a 5/8 inch diameter iron pin on the southerly boundary of Lighthouse Estates Subdivision No. 1 as shown in Book 43 of Plats on Page 11, records of Canyon County, Idaho;

Thence along said southerly boundary of Lighthouse Estates Subdivision No. 1 the following described courses:

Thence N 45°23′00″ E a distance of 79.71 feet to a 5/8 inch diameter iron pin;

Thence a distance of 31.83 feet along the arc of a 150.00 foot radius non-tangent curve left, said curve having a central angle of 11°30′12″ and a long chord bearing S 86°28′59″ E a distance of 31.27 feet to a 5/8 inch diameter iron pin;

Thence S 65°14′52″ E a distance of 118.46 feet to a 5/8 inch diameter iron pin;

Thence a distance of 124.12 feet along the arc of a 194.00 foot radius curve right, said curve having a central angle of 37°14′54″ and a long chord bearing S 43°36′35″ E a distance of 123.31 feet to a 5/8 inch diameter iron pin;

Thence S 24°59′28″ E a distance of 203.13 feet to a 5/8 inch diameter iron pin on the easterly boundary of said S 1/4 of the SW 1/4 of the NE 1/4;

Thence leaving said southerly boundary and along said easterly boundary S 0°12′10″ W a distance of 43.65 feet to a point marking the southeast corner of said S 1/4 of the SW 1/4 of the NE 1/4;

Thence N 0°12′10″ W along the easterly boundary of said N 1/4 of the NW 1/4 a distance of 659.31 feet to a 5/8 inch diameter iron pin marking the southeast corner of said N 1/4 of the NW 1/4 of the NE 1/4;

Thence N 0°37′44″ W along the southeasterly boundary of said N 1/4 of the NW 1/4 of the SE 1/4 a distance of 1033.04 feet to the POINT OF BEGINNING;

This parcel contains 15.14 acres and is subject to any easements existing or in use.

CERTIFICATE OF SURVEYOR

I, Clinton W. Hansen, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points plotted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

Clinton W. Hansen
P.L.S. No. 11118

ACKNOWLEDGMENT

(State of Idaho)

I, County of Ada

On the 3rd day of April, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey D. Barton, known or identified to me to be the President of Challenger Development, Inc., an Idaho Corporation, the corporation which executed the within instrument and acknowledged to me that he executed the same.

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

Ada L. Notary Public for Idaho
Residing in Nampa, Idaho

CERTIFICATE OF OWNERS—CONTINUED

It is the intention of the undersigned to hereby include the above described property in this plat and dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public.

However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as may be designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Nampa main line located adjacent to the subject subdivision, and City of Nampa has agreed in writing to serve all lots in this subdivision.

Challenger Development, Inc., an Idaho Corporation

[Signature]

Corey D. Barton, President
OWNERS' CERTIFICATE

We, Dale May and Janice May Revocable Trust, being first duly sworn
depose and say we are the owners of this property, being more
particularly described in the legal description below, state that it is our
intention to include said property in the subdivision plat, and that we do
for ourselves, heirs, transferees, successors and assigns; The easements
shown on the plat are intended only for the right and purpose set forth
and no structures other than those for Utility, Irrigation and Drainage
purposes are to erected within limits of the easements. Also, We hereby
certify that this subdivision is in compliance with Idaho Code Section
50-1334 (2); All lots in this subdivision will be eligible to receive water
service from the City of Nampa, Idaho and City of Nampa has agreed in
writing to serve all the lots in this subdivision.

This parcel is a portion of the NW 1/4 SW 1/4 of Section 35 in 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 NW 1/4 SW 1/4, (W 1/4 Corner,
Section 35);

thence South 89° 20' 48" East along the North boundary of the NW 1/4 SW
1/4 a distance of 165.00 feet;

thence South 00° 12' 50" West a distance of 300.00 feet to the TRUE POINT
OF BEGINNING;

thence South 89° 20' 48" East parallel with the North boundary of the NW
1/4 SW 1/4 a distance of 147.00 feet;

thence South 00° 12' 50" West parallel with the West boundary of the NW 1/4
SW 1/4 a distance of 1017.00 feet to a point on the South boundary of the
NW 1/4 SW 1/4;

thence North 89° 17' 43" West along the South boundary of the NW 1/4 SW
1/4 a distance of 12.52 feet to a point on the centerline of an existing
irrigation ditch;

thence traversing said centerline as follows:

thence North 33° 02' 16" West a distance of 130.90 feet;

thence North 51° 10' 33" West a distance of 80.24 feet to a point on a line
that is parallel with and 165.00 feet east of the West boundary of the NW
1/4 SW 1/4;

thence North 00° 12' 50" East along said line a distance of 858.48 feet to
the TRUE POINT OF BEGINNING


Dale May, Trustee

Janice May, Trustee

STATE OF IDAHO
CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED ARE THE OWNERS OF THE PROPERTY HEREINAFTER DESCRIBED.

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CITY OF NAMPA, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-SIXTEENTH CORNER COMMON TO SECTIONS 29 AND 30, FROM WHICH AN ALUMINUM CAP MARKING THE SOUTHWEST CORNER SAID SECTIONS 29 BEARS S.00°12’02″E., 1315.91 FEET; THENCE, ALONG THE NORTH BOUNDARY OF SAID SW1/4 OF THE SW1/4,

A) S.89°58′32″E., 50.00 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID NORTH BOUNDARY, AND THE SOUTH BOUNDARY OF ROOSEVELT PARK SUBDIVISION NO.4, RECORDED IN BOOK 38 OF PLATS, AT PAGE 8, RECORDS OF CANYON COUNTY, IDAHO,

1) S.89°58′32″E., 1275.72 FEET TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 29; THENCE, ALONG THE EAST BOUNDARY OF SAID SW1/4 OF THE SW1/4, AND THE WEST BOUNDARY OF CREEKSDIDE SUBDIVISION PHASE 3, RECORDED IN BOOK 36 OF PLATS, AT PAGE 19, RECORDS OF CANYON COUNTY, IDAHO,

2) S.00°01′51″W., 347.51 FEET; THENCE, LEAVING SAID BOUNDARY,

3) S.89°58′01″W., 178.08 FEET; THENCE,

4) N.00°01′59″W., 32.94 FEET; THENCE,

5) S.89°58′01″W., 636.66 FEET; THENCE,

6) S.00°01′59″E., 105.00 FEET; THENCE,

7) S.89°58′01″W., 160.00 FEET; THENCE,

8) N.00°01′59″W., 18.57 FEET; THENCE,

9) S.89°58′01″W., 299.42 FEET TO THE EASTERLY RIGHT-OF-WAY OF S. MIDDLETON ROAD; THENCE, ALONG SAID RIGHT-OF-WAY,

10) N.00°12′02″W., 402.28 FEET TO THE POINT OF BEGINNING.

CONTAINING: 10.34 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO AND THEY HEREBY INCLUDE SAID LAND IN THIS PLAT. THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR SUCH OTHER USES AS DESIGNATED HEREIN. ALL LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE DOMESTIC WATER SERVICE FROM THE CITY OF NAMPA, IDAHO, AND SAID CITY OF NAMPA HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 9 DAY OF AUGUST 2012

By: _______________________________

ANDREW BRAUSA: MANAGER, BROOKFIELD HOLDINGS (HAYDEN II), LLC.
CERTIFICATE OF OWNERS

Know all men by these presents: That Challenger Development, Inc., an Idaho Corporation is the owner of the property described as follows:

A parcel of land located in the NE 1/4 of Section 2, T.3N., R.2W., B.M., Canyon County, Idaho, more particularly described as follows:

Commencing at the NW corner of said Section 2 from which the West 1/4 corner of said Section 2 bears South 00°07'00" East, 2652.60 feet;

thence along the West boundary line of said Section 12 South 00°07'00" East, 1,330.27 feet to the N1/16 corner of said Section 2;

thence along the North boundary line of the S1/2 of the NE 1/4 of Section 2 North 89°58'13" East, 1,162.52 feet to the NE corner of Meriwether Park Subdivision No. 1 as filed in Book 41 of Plats at Page 17, records of Canyon County, Idaho, said point being the REAL POINT OF BEGINNING;

thence continuing along said North boundary line, said line also being the centerline of the Purdam Drain, North 89°58'13" East, 435.40 feet;

thence leaving said North boundary line and said centerline South 00°07'00" East, 156.28 feet;

thence South 03°01'15" East, 55.07 feet;

thence South 00°07'00" East, 103.00 feet;

thence North 09°53'00" East, 64.84 feet;

thence South 05°34'18" East, 442.60 feet;

thence South 24°25'42" West, 103.00 feet;

thence South 19°26'10" West, 56.21 feet;

thence South 24°25'42" West, 103.00 feet;

thence South 05°34'18" East, 137.07 feet;

thence South 00°03'39" East, 87.32 feet;

thence South 00°03'58" West, 56.00 feet;

thence North 09°59'01" West, 19.82 feet;

thence 26.99 feet along the arc of a curve to the right, said curve having a radius of 228.00 feet, a central angle of 06°46'55" and a long chord of 20.97 feet which bears North 86°35'34" West;

thence South 00°03'59" West, 104.60 feet;

thence North 09°59'01" West, 44.68 feet;

thence South 12°13'20" West, 101.40 feet;

thence 36.64 feet along the arc of a non-tangent curve to the right, said curve having a radius of 172.00 feet, a central angle of 12°12'21" and a long chord of 36.57 feet which bears North 71°42'29" West;

thence South 24°25'42" West, 56.00 feet;

thence North 05°34'18" West, 35.22 feet;

thence South 00°03'59" West, 157.94 feet to a point on the East-West centerline of said Section 2;

thence along said East-West centerline North 09°59'01" West, 556.35 feet;

thence leaving said East-West centerline North 40°03'28" West, 196.55 feet to a point on the exterior boundary line of said Meriwether Park Subdivision No. 1;

thence along said exterior boundary line the following course and distances:

thence North 24°25'42" East, 289.10 feet;

thence South 65°34'18" East, 94.98 feet;

thence North 42°20'04" East, 58.81 feet;

thence North 24°25'42" East, 262.00 feet;

thence North 05°34'18" West, 42.24 feet;

thence North 24°25'42" East, 103.00 feet;

thence North 05°34'18" West, 216.78 feet;

thence North 58°53'33" West, 98.35 feet;

thence North 52°45'29" West, 115.10 feet;

thence North 00°03'23" West, 189.90 feet;

thence South 09°53'00" West, 27.42 feet;

thence North 00°06'23" West, 158.94 feet to the REAL POINT OF BEGINNING. Containing 17.11 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpituately reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Nampa main line located adjacent to the subject subdivision, and City of Nampa has agreed in writing to serve all the lots in this subdivision.

Challenger Development, Inc., an Idaho Corporation

Corey D. Barton, President
PLAT OF NORTH HORTON SUBDIVISION

A REPLAT OF LOT 1 OF HOME ACRES SUBDIVISION No. 5
LOCATED IN THE NW 1/4 SW 1/4 OF SECTION 33,
T. 3 N., R. 2 W., B.M., NAMPA, CANYON COUNTY, IDAHO
2018

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS THAT WOLF BUILDING COMPANY, LLC, AN IDAHO LIMITED LIABILITY COMPANY, IS THE OWNER OF A REAL PARCEL OF LAND HEREBIN DESCRIBED AND THAT IT IS THEIR INTENTION TO INCLUDE SAID PROPERTY IN THIS SUBDIVISION PLAN.

A PANEL OF LAND SITUATED LOT 1 OF HOME ACRES SUBDIVISION NO. 5 AS FOPED AT PAGE 3 OF RECORDED EXHIBIT B OF PLATS AT PAGE 8 OF THE OFFICE OF THE CANYON COUNTY Recorder, LYING IN A PORTION OF NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 2 WEST, CANYON COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8 INCH DIAMETER IRON PIN MARKING THE NORTHWEST CORNER OF THE NW 1/4 SW 1/4 CENTER WEST (NTH CORNER) OF SAID SECTION 33, FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 33, WHICH IS MARKED WITH A BRASS CAP BEARING, NORTH 89° 38' WEST, A DISTANCE OF 554.51 FEET; THENCE ALONG THE NORTHWERTHERLY BOUNDARY LINE OF THE NW 1/4 SW 1/4 OF SAID SECTION 13, NORTH 0° 00' 00" WEST, A DISTANCE OF 375.04 FEET TO A POINT; THENCE LEAVING SAID NORTHWERTHERLY BOUNDARY LINE, SOUTH 0° 00' 00" EAST, A DISTANCE OF 29.65 FEET TO A SET 5/8-INCH DIAMETER IRON PIN WITH PLASTIC CAP STAMPED "CLS PLS 7732" MARKING THE NORTHWEST CORNER OF LOT 1 OF THE HOME ACRES SUBDIVISION NO. 5, THE POINT OF BEGINNING;

THENCE ALONG THE NORTHWERTHERLY BOUNDARY LINE OF SAID LOT 1, SOUTH 0° 00' 00" EAST, A DISTANCE OF 254.66 FEET TO A SET 5/8-INCH DIAMETER IRON PIN WITH PLASTIC CAP STAMPED "CLS PLS 7732" MARKING THE NORTHWEST CORNER OF SAID LOT 1;

THENCE LEAVING SAID NORTHWERTHERLY BOUNDARY LINE, AND ALONG THE EASTERNLY BOUNDARY LINE OF SAID LOT 1, SOUTH 0° 00' 00" EAST, A DISTANCE OF 356.02 FEET TO A SET 5/8-INCH DIAMETER IRON PIN WITH PLASTIC CAP STAMPED "CLS PLS 7732" MARKING THE EASTERNLY CORNER OF SAID LOT 1;

THENCE LEAVING SAID EASTERNLY BOUNDARY LINE, AND ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 1, NORTH 89° 38' WEST, A DISTANCE OF 294.69 FEET TO A SET 5/8-INCH DIAMETER IRON PIN WITH PLASTIC CAP STAMPED "CLS PLS 7732" MARKING THE SOUTHERLY CORNER OF SAID LOT 1;

THENCE LEAVING SAID SOUTHERLY BOUNDARY LINE, AND ALONG THE WESTERNLY BOUNDARY LINE OF SAID LOT 1, NORTH 0° 00' 00" WEST, A DISTANCE OF 352.64 FEET TO THE POINT OF BEGINNING;

THIS PARCEL OF LAND CONTAINS 1.16 ACRES, MORE OR LESS.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC.

PUBLIC UTILITY AND DRAINAGE EASEMENTS ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO AND USE OF PUBLIC UTILITY AND DRAINAGE EASEMENTS REQUIRED TO SERVE ALL LOTS AND PARCELS WITHIN THE PLAT ARE PERPETUALLY RESERVED.

ALL LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF NAMPA, AND THE CITY HAS AGREED IN WRITING TO SERVE ALL LOTS IN THIS SUBDIVISION.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 5TH DAY OF JUNE 2018.

[Signature]
Brock Wol, Manager
Date: 5/1/18

ACKNOWLEDGEMENT

STATE OF IDAHO
COUNTY OF CANYON

ON THE 5TH DAY OF JUNE, IN THE YEAR OF 2018, BEFORE ME, GLENN R. PETERSON, A NOTARY PUBLIC FOR IDAHO, WHO IS HEREBY APPOINTED A NOTARY PUBLIC FOR IDAHO DOING BUSINESS UNDER THE NAME OF COMPASS LAND SURVEYING, LLC, IN THE COUNTY OF CANYON, IDAHO, APPEARED, KNOW TO AND IDENTIFIED TO ME, TO BE A MEMBER OF WOLF BUILDING COMPANY, LLC, THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HANDS AND NOTARIAL SEAL THE DAY AND DATE ABOVE WRITTEN.

[Signature]
Notary Public

COMPASS LAND SURVEYING, PLLC
623 11th Avenue South
Nampa, ID 83651
Phone: (208) 483-0115
Fax: (208) 483-0117
www.compassland.com

BOOK 47 PAGE 18 SHEET 2 OF 3
CERTIFICATE OF OWNERS
Know all men by these presents: That Iron Mountain Real Estate, Inc. an Idaho Corporation, is the owner of the property
described as follows:
A parcel of land being a portion of the N 1/2 of the SE 1/4 of Section 12, Township 3 North, Range 2 West, Boise
Meridian, Nampa, Canyon County Idaho, more particularly described as follows:
Commencing at a found 3 inch diameter brass disk stamped “JUB PLS 8575 Oct. 2004” marking the NE corner of said N
1/2 SE 1/4, (East 1/4 corner), said corner bears N. 00 27’ 31” E., a distance of 2653.31 feet from a found 3 inch diameter
brass disk stamped “JUE PLS 944” marking the SE corner of said SE 1/4, (section corner common to sections 12 and 13
of Township 3 North, Range 2 West, and sections 7 and 18 of Township 3 North, Range 1 West);
Thence along the northerly boundary of said N 1/2 SE 1/4 and along the centerline of E. Birch Lane, N. 89 40’ 36”
W., a
distance of 1024.33 feet to a point;
Thence leaving said northerly boundary and centerline, S. 00 19’ 24” W., a distance of 40.00 feet to a set 5/8 inch
diameter iron pin stamped “CLS PLS 7732” marking the southerly right of way of said E. Birch Lane, said point being the
REAL POINT OF BEGINNING;
Thence continuing S. 00 19’ 24” W., a distance of 120.00 feet to a set 5/8 inch diameter iron pin stamped “CLS PLS
7732”;
Thence parallel with the northerly boundary of said N 1/2 SE 1/4, N. 89 40’ 36” W., a distance of 3.20 feet to a set 5/8
inch diameter iron pin stamped “CLS PLS 7732”;
Thence S. 00 19’ 24” W., a distance of 37.00 feet to a set 5/8 inch diameter iron pin stamped “CLS PLS 7732”;
Thence parallel with the northerly boundary of said N 1/2 SE 1/4, N. 89 40’ 36” W., a distance of 5.11 feet to a set 5/8
inch diameter iron pin stamped “CLS PLS 7732”;
Thence S. 00 19’ 24” W., a distance of 88.00 feet to a set 5/8 inch diameter iron pin stamped “CLS PLS 7732”;
Thence parallel with the northerly boundary of said N 1/2 SE 1/4, N. 89 40’ 36” W., a distance of 127.83 feet to a set 5/8
inch diameter iron pin stamped “CLS PLS 7732”;
Thence S. 00 27’ 31” W., a distance of 54.15 feet to a set 5/8 inch diameter iron pin stamped “CLS PLS 7732”;
Thence N. 88 28’ 31” W., a distance of 11.59 feet to a set 5/8 inch diameter iron pin stamped “CLS PLS 7732”;
Thence S. 01 31’ 29” W., a distance of 85.00 feet to a set 5/8 inch diameter iron pin stamped “CLS PLS 7732”;
Thence N. 88 28’ 31” W., a distance of 14.41 feet to a set 5/8 inch diameter iron pin stamped “CLS PLS 7732”;
Thence S. 01 31’ 29” W., a distance of 37.00 feet to a set 5/8 inch diameter iron pin stamped “CLS PLS 7732”;
Thence N. 88 28’ 31” W., a distance of 5.81 feet to a set 5/8 inch diameter iron pin stamped “CLS PLS 7732”;
Thence S. 01 31’ 29” W., a distance of 100.00 feet to a set 5/8 inch diameter iron pin stamped “CLS PLS 7732”;
Thence N. 88 28’ 31” W., a distance of 685.61 feet to a point marking the centerline of the Phyllis Canal, said point bears
N. 88 28’ 31” W., a distance of 50.39 feet from a set 5/8 inch diameter iron pin witness corner stamped “CLS PLS
7732”;
Thence along the centerline of said Phyllis Canal, N. 38 58’ 36” E., a distance of 648.01 feet to a point marking the
southerly right of way of said E. Birch Lane, said point bears N. 89 40’ 36” W., a distance of 51.22 feet from a set 5/8
inch diameter iron pin witness corner stamped “CLS PLS 7732”;
Thence along the southerly right of way of said E. Birch Lane and parallel with the northerly boundary of said N 1/2 SE
1/4, S. 89 40’ 36” E., a distance of 453.45 feet to the REAL POINT OF BEGINNING.
This parcel contains 6.77 acres more or less.
CERTIFICATE OF OWNERS

Know all men by these presents: That Challenger Development, Inc., an Idaho Corporation, is the owner of the property described as follows:

A parcel of land located in the Southeast 1/4 of Section 1, T.2N., R.2W., B.M., Nampa, Canyon County, Idaho being more particularly described as follows:

Commencing at the East 1/4 corner of said Section 1 from which the Southeast corner of said Section 1 bears South 00°00'02" East, 2831.51 feet;
Thence along the East boundary line of said Section 1 South 00°00'02" East, 1536.86 feet to the REAL POINT OF BEGINNING;
Thence continuing South 00°00'02" East, 499.78 feet;
Thence leaving said east boundary line North 90°00'00" West, 182.77 feet;
Thence South 00°00'00" East, 88.30 feet;
Thence North 25°00'00" West, 42.39 feet;
Thence North 55°00'00" West, 177.00 feet;
Thence North 67°00'00" West, 145.00 feet;
Thence South 63°00'00" West, 173.00 feet;
Thence South 34°00'00" West, 148.00 feet;
Thence South 59°30'00" West, 182.00 feet;
Thence North 76°15'01" West, 397.88 feet;
Thence North 11°45'01" West, 119.67 feet;
Thence North 55°38'47" West, 83.32 feet;
Thence North 11°45'01" East, 89.50 feet;
Thence South 76°45'59" East, 181.20 feet;
Thence North 65°50'04" East, 88.22 feet;
Thence North 47°26'23" East, 166.96 feet;
Thence North 24°36'12" East, 41.35 feet;
Thence North 01°04'16" West, 120.91 feet to a point on the exterior boundary line of River Meadow Subdivision Phase 1, as filed in Book 35 of Plats at Page 19, records of Canyon County, Idaho.

Thence along said exterior boundary line the following eleven (11) courses and distances:
Thence North 01°17'14" East, 3.00 feet;
Thence North 65°32'13" East, 99.37 feet;
Thence South 01°17'14" East, 35.06 feet;
Thence North 68°42'46" East, 56.00 feet;
Thence North 89°56'23" East, 64.15 feet;
Thence North 01°17'14" West, 99.22 feet;
Thence North 90°00'00" East, 21.13 feet (formerly 21.44 feet);
Thence North 00°00'00" East, 155.65 feet (formerly 155.74 feet);
Thence North 00°00'00" East, 70.32 feet (formerly 70.40 feet);
Thence North 00°00'00" West, 184.12 feet (formerly 184.07 feet);
Thence North 85°59'04" East, 255.37 feet (formerly 254.98 feet);
Thence leaving said exterior boundary line South 00°03'56" West, 273.58 feet;
Thence South 65°42'05" East, 199.42 feet to the REAL POINT OF BEGINNING. Contains an area of 13.51 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements indicated on said plat are not dedicated to the public. However, the right to use said easements is perpetually reserved for public utilities and for such other uses as designated hereon, no permanent structure other than for such utility purposes are to be erected within the limits of said easements. All lots in this plat will be eligible to receive water service from an existing City of Caldwell main line located adjacent to the subject subdivision, and City of Caldwell has agreed in writing to serve all the lots in this subdivision.

Challenger Development, Inc., an Idaho Corporation

[Signature]
Corey D. Barton, President
CERTIFICATE OF OWNERS

Know all men by these presents: That McMaster Limited Partnership is the owner of the property described as follows:

A parcel of land located in the NE 1/4 of the SW 1/4 of Section 1, T.2N., R.2W., B.M., Nampa, Canyon County, Idaho more particularly described as follows:

Commencing at the SW corner of said Section 1 from which the S1/4 corner of said Section 1 bears South 89°23’33” East, 2,647.54 feet;

thence along the South boundary line of said Section 1 South 89°23’33” East, 1,323.82 feet to a point on the W1/16 corner of said Section 1;

thence along the North-South centerline of the SW 1/4 of said Section North 00°45’47” East, 1,672.08 to a point on the East boundary line of Clear Springs Subdivision No. 2 as is filed in Book 36 of Plats at Page 44, records of Canyon County, Idaho, said being the REAL POINT OF BEGINNING

thence along said East boundary line North 00°45’47” East, 310.50 feet to a point on the NE corner of Clear Springs Subdivision No. 2;

thence along the South boundary line of Block 2 of Clear Springs Subdivision No. 1 as is filed in Book 33 of Plats at Page 36, records of Canyon County, Idaho and the easterly extension thereof and the South boundary line of Block 3 of said Clear Springs Subdivision No. 1 South 89°15’33” East, 1,036.62 feet;

thence leaving said South boundary line South 00°44’27” West, 128.00 feet;

thence South 89°15’33” East, 27.25 feet;

thence South 00°36’21” West, 168.00 feet;

thence North 89°15’33” West, 889.37 feet;

thence South 00°45’47” West, 14.57 feet;

thence North 89°14’13” West, 175.00 feet to the REAL POINT OF BEGINNING. Containing 7.26 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Nampa main line located adjacent to the subject subdivision, and City of Nampa has agreed in writing to serve all the lots in this subdivision.

McMaster Limited Partnership

Douglas R. McMaster, General Partner
CERTIFICATE OF OWNERS

Know all men by these presents: That McMaster Limited Partnership is the owner of the property described as follows:

A parcel of land located in the SW 1/4 of Section 1, T.2N., R.2W., B.M., Nampa, Canyon County, Idaho more particularly described as follows:

Commanding at the SW corner of said Section 1 from which the S1/4 corner of said Section 1 bears South 69°23'33" East, 2,647.54 feet;

thanoe along the South boundary line of said Section 1 South 89°23'33" East, 1,323.82 feet to the W1/16 corner of said Section 1;

thanoe along the North-South centerline of the SW 1/4 of said Section North 05°48'47" East, 649.71 to a point on the East boundary line of Clear Springs Subdivision No. 2-Phase 2 as is filed in Book 39 of Plats at Page 20, records of Canyon County, Idaho, said being the REAL POINT OF BEGINNING;

thanoe along said East boundary line and the East boundary line of Clear Springs Subdivision No. 2 as is filed in Book 39 of Plats at Page 44, records of Canyon County, Idaho, North 02°45'47" East, 722.37 feet to the SW corner of Southern Ridge Subdivision No. 1 as is filed in Book 45 of Plats at Page 43, records of Canyon County, Idaho;

thanoe along the South boundary line of said Southern Ridge Subdivision No. 1 the following 3 courses and distances;

thanoe South 68°14'13" East, 176.00 feet;

thanoe North 00°45'47" East, 14.57 feet;

thanoe South 68°15'33" East, 258.43 feet;

thanoe leaving the said South boundary line South 53°11'50" West, 100.80 feet;

thanoe South 30°36'35" West, 102.27 feet;

thanoe South 07°57'31" West, 78.80 feet;

thanoe South 02°45'47" West, 221.84 feet;

thanoe 189.83 feet along the arc of a curve to the left, said curve having a radius of 307.00 feet, a central angle of 31°41'56" and a long chord of 187.89 foot which bears South 18°05'10" East;

thanoe South 35°36'23" East, 50.00 feet;

thanoe 75.17 feet along the arc of a non-tangent curve to the left, said curve having a radius of 307.00 feet, a central angle of 14°01'47" and a long chord of 74.68 foot which bears South 47°17'32" East;

thanoe South 45°00'33" West, 119.13 feet;

thanoe South 38°17'38" West, 50.00 feet;

thanoe 92.64 feet along the arc of a non-tangent curve to the right, said curve having a radius of 476.00 feet, a central angle of 11°09'43" and a long chord of 62.39 foot which bears North 46°07'31" West;

thanoe North 62°26'02" West, 23.39 feet;

thanoe South 54°23'31" West, 18.37 feet;

thanoe 63.86 feet along the arc of a curve to the left, said curve having a radius of 80.00 feet, a central angle of 08°20'08" and a long chord of 8.94 feet which bears South 61°13'34" West;

thanoe North 41°58'52" West, 50.00 feet;

thanoe North 69°14'3" West, 186.83 feet to the REAL POINT OF BEGINNING.

Containing 5.65 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Nampa main line located adjacent to the subject subdivision, and City of Nampa has agreed in writing to serve all the lots in this subdivision.

McMaster Limited Partnership

Douglas R. McMaster, General Partner
CERTIFICATE OF OWNERS

Know all men by these presents: That Southern Ridge Properties, LLC, and Idaho Limited Liability Company, is the owner of the property described as follows:

A parcel of land located in the SE 1/4 of the SW 1/4 of Section 1, T.2N., R.2W., B.M., Nampa, Canyon County, Idaho more particularly described as follows:

Commencing at the SW corner of said Section 1 from which the S1/4 corner of said Section 1 bears South 89°23'33" East, 2,647.64 feet;

thence along the South boundary line of said Section 1 South 89°23'33" East, 1,323.82 feet to the W1/16 corner of said Section 1;

thence along the East boundary line of Clear Springs Subdivision No. 2, Phase 2 as filed in Book 36 of Plats at Page 44 records of Canyon County, Idaho North 00°45'47" East, 50.00 feet to a point on the North right-of-way line of E. Locust Lane, said point also being the REAL POINT OF BEGINNING;

thence continuing along said East boundary line North 00°45'47" East, 899.71 feet to the SW corner of Southern Ridge Subdivision No. 2 as filed in Book 46 of Plats at Page 32, records of Canyon County, Idaho;

thence along the exterior boundary of said Southern Ridge Subdivision No. 2 for the following 2 courses and distances:

thence South 89°14'13" East, 166.83 feet;

thence South 41°56'29" East, 50.00 feet;

thence leaving said exterior boundary line 66.04 feet along the arc of a non-tangent curve to the left, said curve having a radius of 80.00 feet, a central angle of 47°17'49" and a long chord of 64.18 feet which bears South 24°24'37" West;

thence South 00°45'47" West, 209.19 feet;

thence South 89°23'39" East, 64.50 feet;

thence South 00°36'21" West, 118.50 feet;

thence South 05°18'59" East, 50.27 feet;

thence South 00°36'21" West, 118.00 feet;

thence South 89°23'39" East, 289.45 feet;

thence South 00°36'21" West, 118.00 feet;

thence South 89°23'39" East, 43.12 feet;

thence South 00°36'21" West, 50.00 feet;

thence North 89°23'39" West, 12.53 feet;

thence South 45°36'21" West, 24.97 feet;

thence South 00°36'21" West, 97.34 feet;

thence South 44°23'39" East, 35.38 feet to a point on the North right-of-way line of E. Locust Lane;

thence along said North right-of-way line North 89°23'33" West, 593.72 feet to the REAL POINT OF BEGINNING.

Containing 7.00 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Nampa main line located adjacent to the subject subdivision, and City of Nampa has agreed in writing to serve all the lots in this subdivision.

[Signature]

Southern Ridge Properties, LLC
E. Don Hubble, authorized agent
CERTIFICATE OF OWNERS

Know all men by these presents: That Southern Ridge Properties, LLC is the owner of the property described as follows:

A parcel of land located in the SW 1/4 of Section 1, T.2N., R.2W., B.M., Nampa, Canyon County, Idaho more particularly described as follows:

Commencing at the SW corner of said Section 1 from which the S1/4 corner of said Section 1 bears

South 89°23'33" East, 2,647.54 feet;

then along the South boundary line of said Section 1 South 89°23'33" East, 1,328.82 feet to the W1/16 corner of said Section 1;

then along the North-South centerline of the SW 1/4 of said Section North 00°45'47" East, 1,672.08 feet to the SW corner of Southern Ridge Subdivision No.1 as is filed in Book 45 of Plats at Page 43, records of Canyon County, Idaho;

then along the South boundary line of said Southern Ridge Subdivision No.1 the following 4 courses and distances;

thence South 89°14'13" East, 175.00 feet;

thence North 00°45'47" East, 14.57 feet;

thence South 89°16'33" East, 258.43 feet to the REAL POINT OF BEGINNING;

thence continuing South 86°15'33" East, 382.94 feet;

thence leaving said South boundary line South 00°36'21" West, 169.46 feet;

thence North 89°23'39" West, 168.00 feet;

thence North 00°36'21" West, 4.21 feet;

thence North 44°19'36" West, 24.99 feet;

thence North 89°15'33" West, 52.19 feet;

thence South 00°45'47" West, 286.02 feet;

thence South 44°37'03" West, 16.75 feet;

thence South 27°59'15" West, 119.16 feet;

thence South 05°17'31" West, 52.99 feet;

thence South 48°52'02" West, 126.42 feet;

thence along the easterly boundary line and the southeasterly extension thereof of Southern Ridge Subdivision No. 2 as is filed in Book 46 of Plats at Page 32, records of Canyon County, Idaho, for the following 7 courses and distances:

thence 91.82 feet along the arc of a non-tangent curve to the right, said curve having a radius of 307.00 feet, a central angle of 17°08'13" and a long chord of 91.48 feet which bears North 48°50'45" West;

thence North 35°36'23" West, 50.00 feet;

thence 169.85 feet along the arc of a non-tangent curve to the right, said curve having a radius of 307.00 feet, a central angle of 31°41'55" and a long chord of 167.69 feet which bears North 15°05'10" West;

thence North 00°45'47" West, 221.64 feet;

thence North 07°57'31" West, 76.90 feet;

thence North 30°36'35" West, 102.27 feet;

thence North 53°31'50" West, 100.80 feet to the REAL POINT OF BEGINNING.

Containing 4.91 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Nampa main line located adjacent to the subject subdivision, and City of Nampa has agreed in writing to serve all the lots in this subdivision.

E. Don Hubble, authorized agent
CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT TIMBERCREEK PARTNERS, LLC IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED:

THIS PARCEL IS Situated IN A Portion OF THE N.E. ¼ OF Section 34, Township 3 North, Range 2 West of the Boise Meridian, City of Nampa, Canyon County, Idaho and IS More Particularly Described as follows:

COMMENCING AT THE NORTHEAST CORNER OF SAID N.E. ¼; THENCE ALONG THE EAST BOUNDARY OF SAID N.E. ¼,

A) 1) S.00°36'23"W., 1860.38 FEET; THENCE LEAVING SAID EAST BOUNDARY,
   2) N.89°35'15"W., 30.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY SOUTH POWERLINE ROAD AND THE POINT OF BEGINNING;
   THENCE ALONG SAID RIGHT-OF-WAY,
B) 1) S.00°36'23"W., 94.53 FEET TO A POINT ON THE CENTERLINE OF VACATED OREGON AVENUE;
   THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG SAID CENTERLINE,
   2) N.89°13'15"W., 340.05 FEET TO A POINT ON THE CENTERLINE OF VACATED ALMOND STREET;
   THENCE PARALLEL WITH THE EAST BOUNDARY OF SAID N.E. ¼ AND ALONG SAID CENTERLINE,
   3) S.00°36'23"W., 379.97 FEET TO A POINT ON THE CENTERLINE OF VACATED HAWAII AVENUE;
   THENCE ALONG SAID CENTERLINE,
   4) N.89°13'30"W., 863.67 FEET TO A POINT ON THE CENTERLINE OF THE AARON DRAIN;
   THENCE ALONG SAID CENTERLINE,
   5) N.22°45'56"W., 507.86 FEET TO A POINT ON THE CENTERLINE OF THE ELIJAH DRAIN;
   THENCE ALONG SAID CENTERLINE,
   6) S.89°35'15"E., 1405.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.12 ACRES, MORE OR LESS
CONSENT TO BID
Local Improvement District (LID)
Sidewalk LID 166

- 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 101 participating properties are identified in Exhibit A.

- $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.

- Bidding is to take place in March with construction anticipated to start in April.

- Approval of the Ordinance creating LID 166 will be requested at the February 4, 2019 council meeting.

REQUEST: Council authorization to proceed with bid process for LID 166.
STAFF REPORT - PUBLIC HEARING

Applicant(s)/Engineer(s): Fig Laguna Farms LLC, Kent Brown representing

File(s): DAMO 027-18 (Development Agreement Modification)

Prepared By: Norman L. Holm

REQUESTED ACTION APPROVAL, LOCATION, AND HISTORY

Requested Approval: Modification of an existing Annexation/Zoning Development Agreement between BB One LLC and the City of Nampa and recorded on 03/20/2006 as Instrument No. 200629961 (Ord. no. 3554) by amending, as necessary, Recitals; Agreement Terms; Conditions of Approval, and, Exhibits thereof as necessary to alter generic requirements appertaining to potential commercial development on the Property in order to facilitate development of “Laguna Farms Subdivision” with a total of 312 dwelling units in 78 Four-Unit Townhomes (7 four-plex, 19 eight-plex, and 11 twelve-plex buildings) with 14 common lots and 2 commercial lots.

Location: A 24.53 acre parcel (hereinafter the “Property”) being located in a GB 2 (Gateway Business 2) zoning district currently addressed as 16852 Caldwell Boulevard situated in the Section 7, T3N, R1W, Boise Meridian, Canyon County, Nampa, Idaho (hereinafter the “Property”)

Zoning and Planning History: In 2006, the City approved the annexation and zoning assignment of the Property to GB 2 (Gateway Business 2) for qualification and participation in a Local Improvement District that was intended to facilitate the extension of City sewer services to the Birch-Purdam Drainage area and (based on the Development Agreement language set forth at that time), in anticipation of potential development of commercial activity on the Property. Since that time the Property has remained, effectually, undeveloped.

The Planning and Zoning Commission on January 8, 2019 voted to grant Conditional Use Permit and Preliminary Plat Approval, and recommended approval to the City Council of the requested Development Agreement Modification to facilitate development of Laguna Farms Subdivision.
DEVELOPMENT AGREEMENT MODIFICATION

Criteria to guide the City Council regarding a proposed Development Agreement (DA) Modification in deciding whether to allow a Development Agreement Modification, are absent from state statute or City ordinance. Thus, approving Development Agreements and proposed modifications/amendments thereto becomes a purely subjective decision on the part of the City in reaction to this DA modification application.

Staff has prepared the attached Draft Development Agreement Modification document for Council’s review. Finalization of the Agreement would occur prior to the 3rd reading of the ordinance that would enact the Development Agreement Modification if approved. The Conditional Use Permit and Preliminary Plat Approval granted by the Planning and Zoning Commission will not be considered to be of force, and in effect, until the DA Modification is formally approved by the City Council.

The approved Development Agreement associated with an approved speculative commercial plan is already assigned to the Property as previously noted (Ordinance 3554 - Instrument No. 2006299961). That entitlement [still] "runs with the land". A copy of said Agreement is hereto attached. Also attached hereafter is a copy of the elevation and other plan view exhibits provided by the Applicant.

RECOMMENDED CONDITION(S) OF APPROVAL

As pertaining to the requested Development Agreement Modification approval: Should the City Council vote to accept the Planning and Zoning Commission recommendation and approve of the requested Development Agreement Modification, Staff would recommend that the Council consider imposing the following Condition(s) of Approval:

1) That 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 concept plans therein.

ATTACHMENTS

- Copy of Application Vicinity Map with Zoning (page 3)
- Copy of Applicant(s) representative’s narrative (pages 4-5)
- Copy of Development Agreement Application (page 6)
- Copy of aerial photos of the Property and surrounds (page 7)
- Copy of Zoning Map of the Property and surrounds (page 8)
- Copy of Comprehensive Plan Future Land Use Map (page 9)
- Copy of Applicant(s) site and elevation [including plat] plans (pages 10-25)
- Copy of 2006 Development Agreement - Ordinance 3554 (pages 26-41)
- Copy of any agency/City department or division/public comment(s) (pages 42-51)
- Copy of Draft Amendment to Development Agreement (pages 52-66)
Modification of an Annexation and Zoning Devel. Agreement Ord. 3554 by amending Exhibit B - and introducing Exhibit C - Preliminary Plat

1652 Idaho Center Drive

DAMO-00027-2018

1/16/2019

Visit Planning & Zoning at cityofampa.us for more info.
November 16, 2018

Nampa City Planning & Zoning Department
411 Third Street SO
Nampa ID 83651

RE: Conditional Use for Laguna Farms Apartments

Commissioners:

On behalf of Fig Laguna Farms LLC, please accept the attached application for a Conditional Use Permit for Laguna Farms Apartments. The site is located on the eastside of the Idaho Center Boulevard between CW I campus and Cherry Lane, just south of the Phyllis Canal. This new multi-family and commercial neighborhood is adjacent to and north of CWI Campus. It has a total of 24.53 acres and is zoned GB-2.

SITE DESIGN

Idaho Center Boulevard is a major transportation corridor in this area. Placing two commercial lots adjacent to the Idaho Center Boulevard is a very appropriate use. The lots next to the Boulevard will be highly visible and should be very desirable for future commercial use. Placing the multi-family neighborhood behind the commercial lots provides the multi-family residents easy access to those commercial services. It also provides a good street buffer from the Idaho Center Boulevard.

The Fig Design Team has put a great amount of effort into designing the multi-family portion of site. Their goal is to be attractive and sensitive to the surrounding properties. The Team’s desire has been to design and construct high quality multi-family neighborhoods. Some attention to the design can be seen in specific buildings that have been located in the Laguna Farms neighborhood. For example, surrounding all of the Laguna Farms parks, are buildings that have been oriented with all of buildings front doors facing a park. This allows each of the residents to have an attractive park environment in which they live. From their front doors these residents are connected to the entire neighborhood, via community pathway systems, which connect the entire overall neighborhood together.

Analysis of the existing multi-family developments in the surrounding area shows all of the other developments have chosen to use traditional multi-story apartment buildings. Traditional multi-story apartment building place individual apartment’s one on top of another. This design requires “seas” of asphalt for resident and guest parking.

To provide variety, while maintaining high integrity in the style of the neighborhood, the Design Team has chosen to use three of their townhouse style buildings in the Laguna Farms neighborhood. The buildings are a mixture of two and three stories tall and have rear and front loaded garages for each resident. This neighborhood will be well sought after because each unit will have its own one or two car private garage.

The Laguna Farms neighborhood is proposed with the following amenities:
1. Clubhouse with an indoor fitness room and a meeting gathering space.
2. Community Swimming Pool with restroom facilities
3. Dog Park
4. 2- Tot playground equipment areas
5. A Sand Volleyball Court
6. One covered picnic area with free standing barbeques and picnic tables
7. Half Size Basketball Court
8. Multiple micro pathways’ that connect future residents to all the amenities throughout the Laguna Farms neighborhood.

DEVELOPMENT AGREEMENT MODIFICATION

In 2006 at the time of annexation and rezoning of this property, the owners anticipated the property being developed into a large commercial development. Now 12 years later, the likelihood that commercial would encompass the entire parcel is not probable. The frontage is very minimal and will not sustain a commercial development. The Comprehensive Plan supports a mixed use of both commercial and residential. Therefore, the Developer requests that the Development Agreement be modified to allow for residential use.

SUMMARY

The Nampa City Comprehensive Plan designated this site and the surrounding area as a Community Mixed Use Area. In general, Community Mixed Use is recommended for areas along major transportation corridors, with higher density residential developments located nearby. Fig Design Team has endeavored to create a high quality mixed use neighborhood. The unique quality of the design, for the Laguna Farms Subdivision, promotes the feeling of living in a single family neighborhood. Multiple buildings face into a park, creating a park like atmosphere. The design has many high end and desirable amenities, such as: swimming pool, clubhouse, tot lots with play equipment, covered picnic area with barbeques, Dog Park, volleyball court, basketball court, and a network of micro pathway’s connecting the entire neighborhood.

Please contact me if you have any questions regarding any of this application.

Sincerely,

Kent Brown
APPLICATION FOR A DEVELOPMENT AGREEMENT - MODIFICATION
PLANNING AND ZONING DEPARTMENT
411 3rd STREET S., NAMPA, IDAHO 83651  P: (208) 666-4487 F: (208) 665-2261
Nonrefundable Fee: $452.00 (1 acre or less) Nonrefundable Fee: $910.00 (more than 1 acre)

Applicant/Representative Name
FIG LAGUNA FARMS LLC/KENT BROWN

Home Number
208-871-6842

Street Address
3161 E SPRINGWOOD DR

Mobile Number

City
MERIDIAN
ID
83642

Email
KENTLKB@GMAIL.COM

Property Owner Name
BB ONE LLC

Home Number
801-649-3519

Street Address
250 BEECHWOOD

Mobile Number

City
BOISE
State
ID
83709

Email
JAMES@LDPUTAH.COM

Applicant’s interest in property: ( ) Own ( ) Rent ( X ) Other

ADDRESS OF SUBJECT PROPERTY: 16852 IDAHO CENTER BLVD

Please provide the following REQUIRED DOCUMENTATION to complete the Development Agreement Modification:
X Completed Application
X A copy of one of the following:
☐ Warranty Deed ☐ Proof of Option ☐ Earnest Money Agreement
X 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 (or attach a letter stating) the details of the requested development agreement modification for the subject property:

SEE ATTACHED LETTER

Dated this 2nd day of NOVEMBER, 2018

Applicant Signature

This application will be referred to the Nampa Planning Commission for a recommendation on the development agreement. 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

PROJECT NAME: Change Commercial to Mix Use.
PRELIMINARY CONCEPT PLAN FOR
LAGUNA FARMS SUBDIVISION
WEST SITE PLAN

LEGEND

KEYNOTES:

1. BUILDING SIZE OR LOCATION(S) ARE UNDERSTAND WITH INSTRUCTIONS PER FUTURE PLANNING

2. 3-1/2 STORY REAR-ENTRY UNIT

SCALE: 1"=100'

SCALE: 1"=100'

SCALE: 1"=100'

SCALE: 1"=100'

NOTE: THESE CONCEPTS ARE SUBJECT TO THE DEPARTMENT OF THE PLANNING AND DEVELOPMENT REVIEW SECTION FOR FUTURE CONFIRMATION.
ORDINANCE NO. 3554

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING REAL PROPERTY LOCATED AT 16852 CAN-ADA ROAD INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ZONING THE SAME GB2 SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE APPLICANT AND THE CITY OF NAMPA, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

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

Section 1: That the following described real property located at 16852 Can-Ada Road, and all thereof, be, and the same is hereby, annexed and made a part of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to-wit:

See Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full.

Section 2: That the real property so annexed, as described in Exhibit A above, shall be zoned GB2.

Section 3: That this annexation and zone ordinance is subject to and limited by that certain Development Agreement entered into between the parties.

Section 4: That the City Engineer is hereby directed to alter and change the Use and Area Map of the City of Nampa, Idaho, to comply with this Ordinance.


APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 20th DAY OF March 2006.

Approved:

By Mayor
State of Idaho

Canyon County

On this 20th day of March, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Dale and Diana Lambing known to be the Mayor and City Clerk, of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument.

In Witness Thereof, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

Julie Lockey
Residing at: Nampa, Canyon County, Idaho
My Commission Expires: 05/11/2011
DESCRIPTION FOR
DENNIS M. BAKER & ASSOCIATES
IN GOVERNMENT LOT 1 AND THE NE ¼ NW ¼, SECTION 7
T. 3N., R.1W., B.M.,
CANYON COUNTY, IDAHO

A portion of Government Lot 1 and the NE ¼ NW ¼, Section 7, T.3N., R.1W., B.M.,
Canyon County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of Government Lot 1, Section 7, T.3N., R.1W.,
B.M., Canyon County, Idaho and running N. 0°38'38" E. 321.00 feet along the Westerly
boundary of said Lot 1 to the TRUE POINT OF BEGINNING;

thence continuing N. 0°38'38" E. 400.89 feet along the said Westerly boundary of
Lot 1 to a point which bears S. 0° 38'38" W. 604.79 feet from the Northwest corner of said
Section 7;

thence S. 89°19'01" E. 40.00 feet along a line parallel with the Southerly boundary of
said Lot 1, Section 7 to a 5/8-inch iron pin;

thence continuing S. 89°19'01" E. 906.86 feet along said parallel line to a 5/8-inch
iron pin on a line which is 40.00 feet, measured at right angles, Southwesterly from the
center line of the Purdam Gulch Drain;

thence continuing S. 89°19'01" E. 79.81 feet along a line parallel with the said
Southerly boundary of Lot 1 to a point on the said center line of the Purdam Gulch Drain;

thence S. 59°14'21" E. 205.93 feet along the said center line of the Purdam Gulch
Drain to a point;

thence S. 59°33'02" E. 1,135.28 feet along said center line of the Purdam Gulch Drain
to an angle point therein;

thence S. 65°16'39" E. 102.99 feet along said centerline of the Purdam Gulch Drain
to a point on the center line of the Phyllis Canal;

thence S. 07°20'07" W. 13.19 feet along said center line of the Phyllis Canal to a
point on the said Southerly boundary of Lot 1, Section 7;

thence N. 89°19'01" W. 67.29 feet along said Southerly boundary of Lot 1 to a
5/8-inch iron pin which is 40.00 feet, measured at right angles, Southwesterly from the
said center line of the Purdam Gulch Drain;

thence continuing N. 89°19'01" W. 1,881.74 feet along said Southerly boundary of
Lot 1 to a 5/8-inch iron pin;
thence N. 00°38'38" E. 321.00 feet along a line parallel with the said Westerly boundary of Lot 1 to a 5/8-inch iron pin;

thence N. 89°19'01" W. 293.36 feet along a line parallel with the said Southerly boundary of Lot 1 to a 5/8-inch iron pin;

thence continuing N. 89°19'01" W. 40.00 feet along a line parallel with the Southerly boundary of Lot 1 to the Point of Beginning.

Containing 24.99 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and/or appearing on said above described parcel.
DEVELOPMENT AGREEMENT AND ANNEXATION TO GB2 (GATEWAY BUSINESS 2) NW1/4 SECTION 7, T3N, R1W
16852 CAN ADA RD, 24.99 ACRES
FOR QUALIFICATION AND PARTICIPATION IN THE PROPOSED LID TO EXTEND SEWER SERVICES TO THE BIRCH DRAINAGE AREA FOR BB ONE, LLC
PROJECT: 13-0551 PARCEL B
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this 20\textsuperscript{th} day of \text{November}, 2006 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and BB One, L.L.C., hereinafter referred to as "Owner/Developer."

RECITALS

A. Owner/Developer is the owner of approximately 24.99 acres of real property legally described in Exhibit "A" attached hereto and made a part hereof (the "Property").

B. Owner/Developer applied to City on January 21, 2005 (the "date of application") for annexation of the Property into City and for rezoning of the Property to GB2 (Gateway Business 2) in anticipation of the development and construction of a commercial development (the "Project").

C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 67-651.1A, has the authority to rezone the Property and enter into 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.

D. City’s Planning and Zoning Commission and City’s City Council have held public hearings as prescribed by law with respect to the annexation, rezoning and development of the Property and this Agreement. City has approved the annexation and requested rezoning of the Property to GB2 (Gateway Business 2) subject to the terms and commitments contained in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated below, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall not prevent City, in subsequent actions applicable to the Property, from 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 as the Property has been deemed suitable for the uses allowed within said zoning designation.

2. This Agreement 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 Agreement conflicts with any provision of the Nampa City Code, this Agreement shall prevail to the extent permitted by law.
3. The provisions and stipulations of this Agreement shall be binding on City, Owner/Developer, each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property and are, in no particular order, as set forth in the conditions of approval attached hereto as Exhibit "B", and by this reference incorporated herein.

4. This Agreement may be modified only by the written agreement of Owner/Developer 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.

5. The execution of this Agreement 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/Developer to comply with the terms and conditions of this Agreement. Provided, however, that no such consent shall be deemed to have been given unless City provides written notice of any such failure and Owner/Developer or its successors and/or assigns fails to cure such failure as set forth below.

6. This Agreement and the commitments contained herein shall be terminated, and the zoning designation reversed, upon the failure of Owner/Developer, 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, and after the notice and hearing requirements of Idaho Code Section 67-6509 have been complied with by City. Provided, however, no such termination or reversal shall occur unless City provides written notice of Owner/Developer’s failure to comply with the terms and conditions of this Agreement to Owner/Developer and Owner/Developer fails to cure such failure within six (6) months of Owner/Developer’s receipt of such notice. The two (2) year period of time for compliance with commitments may be extended by City for good cause upon application for such extension by Owner/Developer, and after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

7. Except as specifically set forth in this Agreement, 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 annexation. Provided, however, that the applicable building 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 agreement or the annexation pursuant thereto.

8. It is intended by the parties that this Agreement shall be recorded on the Effective Date or as soon as practicable thereafter. The parties further intend that the provisions of this Agreement shall run with the Property and shall be binding upon City, Owner/Developer, each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

9. If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions herein shall not be effected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
10. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner/Developer and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement 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.

11. Should any litigation be commenced between the parties hereto concerning this Agreement, 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.

12. This Agreement may be executed in counterparts, each of which shall constitute an original, all of which together shall constitute one and the same Agreement.

13. In the event Owner/Developer, 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 Agreement, enforcement of this Agreement may be sought by either City or Owner/Developer 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 Owner/Developer 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 Owner/Developer 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 Owner/Developer 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 Agreement, the parties agree that City and Owner/Developer 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 Owner/Developer for the portion of the Property still owned by Owner/Developer.
   c. In the event the performance of any obligation to be performed hereunder by either Owner/Developer 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.
d. In addition to the remedies set forth above, in the event of a default by Owner/Developer, or any other party claiming an interest herein, City may withhold building permits for any remaining lots within the development until such time as the default is cured.

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

CITY OF NAMPA

[Signature]

Tom Dale, Mayor

[Signature]

Attest: Diana Lambing, City Clerk

OWNER/DEVELOPER

BB One L.L.C.

[Signature]

Dennis M. Baker, Member
STATE OF IDAHO )
) ss.
County of Canyon )

On this 28th day of December , in the year of 2005, before me, David E. Sells, personally appeared Dennis M. Baker, member of BB Two L.L.C., known or identified to me, to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same, for and on behalf of BB Two L.L.C.

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

Notary Public for State of Idaho
Residing at Nampa, Canyon County, Idaho
Commission Expires: 10-28-2011
DESCRIPTION FOR
DENNIS M. BAKER & ASSOCIATES
IN GOVERNMENT LOT 1 AND THE NE ¼ NW ¼, SECTION 7
T. 3N., R.1W., B.M.,
CANYON COUNTY, IDAHO

A portion of Government Lot 1 and the NE ¼ NW ¼, Section 7, T.3N., R.1W., B.M., Canyon County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of Government Lot 1, Section 7, T.3N., R.1W., B.M., Canyon County, Idaho and running N. 0°38'38" E. 321.00 feet along the Westerly boundary of said Lot 1 to the TRUE POINT OF BEGINNING;

thence continuing N. 0°38'38" E. 400.89 feet along the said Westerly boundary of Lot 1 to a point which bears S. 0° 38'38" W. 604.79 feet from the Northwest corner of said Section 7;

thence S. 89°19'01" E. 40.00 feet along a line parallel with the Southerly boundary of said Lot 1, Section 7 to a 5/8-inch iron pin;

thence continuing S. 89°19'01" E. 906.86 feet along said parallel line to a 5/8-inch iron pin on a line which is 40.00 feet, measured at right angles, Southwesterly from the center line of the Purdam Gulch Drain;

thence continuing S. 89°19'01" E. 79.81 feet along a line parallel with the said Southerly boundary of Lot 1 to a point on the said center line of the Purdam Gulch Drain;

thence S. 59°14'21" E. 205.93 feet along the said center line of the Purdam Gulch Drain to a point;

thence S. 59°33'02" E. 1,135.28 feet along said center line of the Purdam Gulch Drain to an angle point therein;

thence S. 65°16'39" E. 102.99 feet along said centerline of the Purdam Gulch Drain to a point on the center line of the Phyllis Canal;

thence S. 07°20'07" W. 13.19 feet along said center line of the Phyllis Canal to a point on the said Southerly boundary of Lot 1, Section 7;

thence N. 89°19'01" W. 67.29 feet along said Southerly boundary of Lot 1 to a 5/8-inch iron pin which is 40.00 feet, measured at right angles, Southwesterly from the said center line of the Purdam Gulch Drain;

thence continuing N. 89°19'01" W. 1,881.74 feet along said Southerly boundary of Lot 1 to a 5/8-inch iron pin;
thence N. 00°38'38" E. 321.00 feet along a line parallel with the said Westerly boundary of Lot 1 to a 5/8-inch iron pin;

thence N. 89°19'01" W. 293.36 feet along a line parallel with the said Southerly boundary of Lot 1 to a 5/8-inch iron pin;

thence continuing N. 89°19'01" W. 40.00 feet along a line parallel with the Southerly boundary of Lot 1 to the Point of Beginning.

Containing 24.99 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and/or appearing on said above described parcel.

Prepared by:

J-U-B ENGINEERS, INC.

[Signature]

Dennis A. King, P.L.S.
EXHIBIT “B”

CONDITIONS OF APPROVAL

1. The Owner/Developer agree that they will not oppose the formation of a local improvement district for the construction of any infrastructure associated with the development of the Property.

2. Prior to the third reading of the annexation and zoning ordinance the Owner/Developer shall dedicate any additional right-of-way, as defined by the city engineer, adjacent the sides of the Property required for the ultimate build out of the adjacent public roadways.

3. No office or commercial use located on the Property shall be open before 6:00 a.m. in the mornings or after 11:00 p.m. in the evenings.

4. Building and Site Design: The facades and site development of new business buildings or complexes to be constructed on the Property shall comply with the following standards:

   a. Structure Placement: The “buildable” portions of properties shall accommodate a non-strip development design. Projects shall be designed to use the least number of vehicular access points, include landscaping and pedestrian benefits, and minimize any negative impact on adjoining properties. Detached sidewalks are encouraged.

   b. Building Orientation:
      • Buildings shall be oriented with primary consideration being given to the visual impact from arterial streets. The view from arterial streets should be dominated by the view of the primary or front building façade. External views of large expanses of parking lots are strongly discouraged.
      • Buildings shall be oriented to face the most primary, adjacent road to the property upon which they are proposed to be constructed.
      • Loading docks shall not face the front of the property. Also, loading docks shall not face the front of any adjacent principle building when possible, nor any residential use or zoned area.

   c. Building Exteriors: Facades shall include architectural characteristics which are compatible with the adjoining development and shall be consistent on each building face that is exposed to view from the public right-of-way and/or adjacent to residential use or zone.
      • Buildings shall include changes in plain such as cornices, bases, fenestration, wainscoting, for at least 40% of the exterior wall area.
      • Building frontages greater than 100 feet in length shall have offsets, jogs or have other distinctive changes in the building façade.
      • Public entrances shall be easily identified and distinct from the remainder of the building, either through architectural form or use of color, material, and texture of the façade.
d. Exterior Finish Materials: Exterior finish materials shall be non-reflective and shall include at least three colors, textures and/or materials.
   - External building materials shall include masonry (e.g., brick, stone, concrete), and exterior insulation finish systems with allowances for accents utilizing alternative materials such as metal, split face block and glass curtain walls.
   - Black and/or bright colors are discouraged and are allowed to only cover 25% of the overall wall square footage.

c. Mechanical Units: Mechanical equipment and utilities shall be placed and installed in such a way as to have minimal impact on adjoining properties, and shall be screened from public view with either proper landscaping or by being contained within an enclosure consistent with the architecture of the main building.
   - Roof mounted: Mechanical vents protruding through the roof and similar features shall be painted so as to match the color of the roof. Exposed metal flashing or trim shall be anodized or painted to blend with the exterior colors of the building. Roof mounted mechanical shall be screened from public view from any street abutting the property by a screen wall enclosure consistent in appearance with the architectural treatment of the main building.
   - Ground mechanical equipment and utilities: Ground mounted equipment and utilities shall be placed and installed in such a way to have the least impact on adjoining properties, and shall be screened from public view with a combination of evergreen and deciduous bushes and trees, with a minimum of 5' depth continuous around utility, these shall be irrigated with landscaping fabric and ground cover, or, to be contained within an enclosure consistent with the architecture of the main building.

f. Overhead Doors: Where possible, overhead doors for service and/or repair activities and/or loading /unloading activities shall be located at the side of a building which lies opposite to any residential use zone unless some form of screening such as a wall, landscape berm or other barrier is used to separate the two.

5. Lighting Standards:
   a. All exterior structure lighting shall be shielded, screened, and/or shuttered with ninety degree (90) cutoff luminaries and shall be otherwise directed so as to prevent illumination of adjoining properties, particularly when located adjoining or across the street from residentially used or zoned properties.
      - The height of a freestanding light fixture (e.g., in a parking lot area) shall not exceed twenty five feet (25') or the height of the principal permitted structure, whichever is less. Parking area lights shall use ninety (90) degree cutoff luminaries ("down lighting"). Building mounted lights shall not be higher than twenty-five (25) feet from ground level.
      - Electrical feeds to outdoor light fixtures shall be placed underground not overhead.
      - All lights on site shall be consistent in style, design, height, size and color.
      - Lighting to highlight or illuminate architecture and signs shall be attractive without significant spillage of light upward or downward.
      - Pedestrian circulation routes shall be illuminated.
• Floodlights shall not be allowed.
• Metal halide bulbs shall not be used.

6. Fencing/Screening: Fencing of anything other than mechanical or maintenance-related equipment or stored inventory or trash receptacles is prohibited. Trash receptacles shall be screened with durable materials as found on the related building’s facade.

7. Trash Receptacles: Trash receptacles shall be located in service areas at side or rear yards and not visible from streets abutting a property. Receptacles shall be screened as noted in the above paragraph.

8. Signs used on the Property shall comply with all of the underlying provisions of the city sign code for the applicable zone. In addition the following shall govern the provision of advertising signage on the property:
   a. Only signs for building/business identification, public safety and way finding shall be permitted.
   b. Business signs shall be attractively illuminated without excessive spillage of light upward or outward.
   c. Signs that are wholly or in part electronic message center displays shall not be allowed notwithstanding any other provision of city code that makes allowances for electronic reader board signs.
   d. Neon lighting is not and shall not be allowed.
   e. The color and materials used for the signs shall feature materials, color, and texture of the building for which they advertise.

9. Landscaping: The following landscape standards (in addition to those listed in Title 10, Chapters 22 and 33) shall apply to new building construction:
   a. Location(s) and Quantity of Landscaping Required:
      • General Location Requirement: Landscaping shall be emplaced on a site wherever a structure, pedestrian pathway or parking lot is not located.
      • Arrangement: Landscaping shall be arranged in a natural pattern designed by a landscape architect and shall serve to highlight buildings entrances and pedestrian plazas without encroaching into public right-of-way so as to impede pedestrian and vehicular views or intruding into required vision triangles.
      • Around Building Exteriors: Shrubs and flower beds shall be required around any new building’s exterior. They are also required in the front yard of the development to enhance the appearance of a building when viewed from a right-of-way that abuts the development site.
      • Screening: Needled evergreens may be used to help screen mechanical equipment and service areas.
• Growth Coverage: Plants used in landscaping around a building or on a
development site shall be selected to complement the scale of the development
area and any building(s) thereon.

b. Landscaping Components Requirements:
• Composition of added plants selected (aside from what is required by Title 10,
Chapter 33 for a landscape strip along an arterial or collector street) shall be
comprised of at least 50 percent flowering trees.
• Landscaping shall be designed so that 50% coverage of the site occurs after
the first year and 90% coverage occurs after five years.

c. Storm Water Retention: Planter areas may be used to absorb onsite storm water in
accordance with city storm water regulations.
Sylvia Mackrill

From:  Mark Zirschky <mark@pioneerirrigation.com>
Sent:  Friday, December 14, 2018 2:35 PM
To:  Sylvia Mackrill
Cc:  Maria Rodriguez; Kirk Meyers
Subject:  CUP-00124-2018 Laguna Farms

Sylvia,

The above referenced and attached project may impact Pioneer Irrigation District’s Phyllis Canal and the Bureau of Reclamation’s Purdam Drain.

The Phyllis Canal has a 20 foot easement from top of bank along both sides of the canal.

The Purdam Drain has a 110 foot right of way, 55 feet from the center of drain on each side.

Per Idaho Statutes, 42-1209, written permission from Pioneer Irrigation District, or the Bureau of Reclamation must be obtained prior to any encroachment or modification to either facility.

Should you have any questions, please let me know.

Regards,

Mark Zirschky
Superintendent
Pioneer Irrigation District
208-459-3617
208-250-8481
December 3, 2018

Norman L. Holm, Planning Director
City of Nampa
411 3rd Street South
Nampa, ID 83651


Dear Norm:

Nampa & Meridian Irrigation District (NMID) has no comment on annexation or rezoning for 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
DTD/ gnf

Cc
Office/ file
M. Zirschky, Pioneer Irrigation District
Hi Shellie,

Nampa Highway District #1 has no comments as the property is not within our jurisdiction.

Thank you,

Eddy

---

Eddy Thiel
ROW
eddy@nampahighway1.com
4507 Highway 45 • Nampa, id 83686
TEL 208.467.6576 • FAX 208.467.9916

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Good Morning Everyone! 😊


Kent Brown representing FIG Laguna Farms LLC has requested the following:

- Conditional Use Permit for 156 Two-Unit Townhomes in fourplex style buildings pertaining to Parcel #R3041700000 (1652 Idaho Center Blvd.) a 24.53-acre property in a GB2 (Gateway Business 2) zoning district in Government Lot 1 and the NE ¼ of the NW ¼ of Section 7, T3N, R1W, BM.
- 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. Pertaining to Parcel #R3041700000 (1652 Idaho Center Blvd.) a 24.53-acre property in a GB2 (Gateway Business 2) zoning district in Government Lot 1 and the NE ¼ of the NW ¼ of Section 7, T3N, R1W, BM.
- Subdivision Plat Preliminary Approval for Laguna Farms Subdivision (2 Commercial Lots and 156 Two-Unit Townhome Lots 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.) a 24.53-acre property in a GB2 (Gateway Business 2) zoning district in Government Lot 1 and the NE ¼ of the NW ¼ of Section 7, T3N, R1W, BM.

These applications are scheduled to go before the Planning and Zoning Commission as a public hearing item on the January 08, 2019 agenda.

Please find attached the SPP-00035-2018 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) prior to December 26, 2018
MEMORANDUM

To: Planning and Zoning Commission
From: Doug Critchfield, Planner II
Date: December 28, 2018
Re: Laguna Farms Subdivision
Comments on Preliminary Plat
Project: SPP-00035-2018

Laguna Farms Subdivision aligns with the Future Land Use Map. Internal pathways and sidewalks allow for residents to walk within the subdivision. Unfortunately, none of the associated schools are within walking or biking distance of the subdivision.

Associated Schools:

Birch Elementary – The subdivision is not within walking distance of the Elementary School (1.3 miles). The subdivision is within biking distance via sidewalks on Idaho Center Blvd and bike lanes or sidewalks on Birch Lane.

Sage Valley Middle School - The subdivision is not within walking distance of the Middle School (5.8 miles)

Ridgevue High School - The subdivision is not within walking distance of the High School (4.4 miles)
CenturyLink
Network Real Estate
4301 Bogan Ave NE
Albuquerque, NM 87109

1/4/19

APPROVED WITH STIPULATION

Sylvia Mackrill
City of Nampa Planning & Zoning
via email: mackrill@cityofnampa.us

SUBJECT: Laguna Farms Subdivision, Nampa, ID
SPP-00035-2018 - Preliminary Plat Review
CUP-00124-2018 - Conditional Use Permit Review
DAMO-00027-2018 - Zoning Change Request Review

APN: R3041700000

Re: Review of proposed Laguna Farms Subdivision, lying within the Northwest Quarter of Section 7, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho.

To Whom It May Concern:

QWEST CORPORATION d/b/a CENTURYLINK QC has reviewed the subject plat and has determined that it can approve the preliminary plat with the following stipulation. CenturyLink has existing facilities along Idaho Center Boulevard on the West side of the property and wishes to preserve its rights in this area. If CenturyLink facilities need to be relocated to a suitable location to support the development of this property, the Owner will be required to grant any necessary easement rights to CenturyLink for the relocate, which may be achieved by a new platted easement or private easement approved by CenturyLink. All relocation work will be performed by CenturyLink and/or its contractor and will be at the expense of the Applicant.

CenturyLink has no objections to the application for the Conditional Use Permit nor the zoning change to a Community Mixed Use Area.

It is the intent and understanding of CenturyLink that this approval shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This plat review response is approved with stipulation.

If you have questions or concerns, please call Kerry Brent at 208-550-0264.

Sincerely,

Greg Hunt
Right of Way Agent
Qwest Corporation d/b/a CENTURYLINK QC

Leasenet #:P810442
DATE: January 8, 2019
TO: Planning and Zoning Commission
FROM: Daniel Badger, P.E.
SUBJECT: Laguna Farms Subdivision, Preliminary Plat

The Engineering Division has reviewed the preliminary plat for Laguna Farms Subdivision and have the following comments:

- General
  - The City’s water, sewer and pressure irrigation have adequate capacity to serve this development.

- Plat
  - The proposed emergency access through Lot 1 Block 2 shall only have an emergency connection to Idaho Center. Access for the commercial lots fronting Idaho Center shall be from the private street.

- Roadway
  - No parking signs shall be required on all private streets with a 20’ asphalt width.
  - Pavement sections shall be designed to meet the City of Nampa standards.
  - Staff is in the process of proposing changes to the frontage improvement requirements for arterial and collector roadways. If these changes are approved by City Council prior to this development going to construction the only roadway improvements that will be required on Idaho Center will be the sidewalk construction and the required turn lanes per the Traffic Impact Study.

- Utilities
  - Show connecting to the 12” pressure irrigation line in Idaho Center Boulevard, rather than at the southeast corner of the property.
Is it your intent to provide an irrigation service to each lot or have one common irrigation source for the entire development? Revise the plan to clarify.
December 3, 2018

Norman L. Holm, Planning Director
City of Nampa
411 3rd Street South
Nampa, ID 83651


Dear Norm:

Nampa & Meridian Irrigation District (NMID) has no comment on annexation or rezoning for 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
DTD/ gnf

Cc
Office/ file
M. Zirschky, Pioneer Irrigation District
January 9, 2019

Kent Brown
3161 E Springwood Drive
Meridian ID 83642

Re: 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 GB2 (Gateway Business 2) zoning district in Government Lot 1 and the NE ¼ of the NW ¼ of Section 7, T3N, R1W, BM -- for Kent Brown representing FIG Laguna Farms LLC (DAMO 027-18, CUP 124-018, and SPP 035-18).

Dear Mr. Brown:

The Nampa City Planning and Zoning Commission, during their regularly scheduled public hearing of January 8, 2019, after receiving testimony and reviewing your application(s), voted to recommend to the City Council that they approve (with conditions) the above referenced action requests. The Commission made their recommendation contingent on Developer/Development compliance with the following condition(s):

As pertaining to the requested Development Agreement Modification approval:

1. That 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 concept plans therein; and,

As pertaining to the requested Conditional Use Permit approval:

1. Owner/operator/Applicant(s) shall comply with all applicable requirements [including obtaining proper permits] as may be imposed by City agencies appropriately involved in the review of this request [e.g., Nampa Fire, Building, Planning and Zoning (including design review) and Engineering Departments, etc.] as the CUP approval does not and shall not have the effect of abrogating requirements from those agencies; and,
As pertaining to the requested Preliminary Plat approval:

1. The Developer/Development shall comply with all requirements imposed by City agencies involved in the review of this matter including, specifically the following:
   a) Those listed in the January 8, 2018 memorandum from the Nampa Engineering Division authored by Daniel Badger (2 pages – copy hereto attached); and,
   b) Those listed in the December 3, 2018 letter from the Nampa & Meridian Irrigation District authored by David Duvall (1 page – copy hereto attached); and,

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; and,

3. Developer’s engineer shall correct any spelling, grammar, punctuation and/or 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; and,

4. Any exceptions to City adopted subdivision design standards shall/will require separate design [exception] approval from the City Council.

If you should have any questions concerning this matter, please contact me during normal business hours, Monday through Friday at 468-5446.

Sincerely,

Norman Holm, Planning Director
CITY OF NAMPA

cc: FIG Laguna Farms LLC
    Jim Brooks, City Engineering
AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to a Development Agreement (the “First Amendment”) is entered into this day of , 2019 (the “Effective Date”) by and between the City of Nampa, a municipal corporation (the “City”) and Fig Laguna Farms LLC hereinafter referred to as the “New Owner/Developer”.

RECITALS

A. The City and BB One L.L.C., the “Original Owner(s)/Developer(s)”, entered into a certain Development Agreement package/set (hereinafter the “Original Agreement”) dated March 20, 2006 and recorded in the records of Canyon County, Idaho as Instrument No. 200629961, Ordinance No. 3554.

B. The Original Agreement was created in conjunction with the annexation and zoning assignment of some 24.99 acres of real property legally described in Exhibit “A” and made a part thereof.

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

E. Accordingly, the New Owner/Developer applied to City on or about November 2, 2018 (the “date of application”) for Development Agreement Modification approval in order to amend the Original Agreement by revising the commitments/terms section of the Original Agreement to enable development of “Laguna Farms Subdivision” with a total of 312 dwelling units in 78 Four-Unit Townhomes (7 four-plex, 19 eight-plex, and 11 twelve-plex buildings) with 14 common lots and 2 commercial lots (hereinafter, collectively, the [new] “Project”) on 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.

G. City’s Planning and Zoning Commission and Council have held public hearings as prescribed by law with respect to a/this New Agreement and associated entitlement requests including, to date: a Development Agreement Modification, a Conditional Use Permit, 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 67-651A), has subsequently authorized this New Agreement.

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] New Agreement.

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 New Agreement 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, as the Property has been deemed suitable for the uses allowed within the GB2 zoning designation.

2. This New Agreement 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 New Agreement conflicts with any provision of the City's adopted codes, this New Agreement 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 City Council attached hereto as “Exhibit B” 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 New Agreement 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 New Agreement 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 New Agreement. 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 New Agreement 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 New Agreement 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 New Agreement, as herein iterated, shall serve as impetus to consider termination of this New Agreement 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 New Agreement 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 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 New Agreement, 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 New Agreement, 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 agreement or the annexation pursuant thereto.

9. It is intended by the parties that this New Agreement shall be recorded on the effective date of the New Agreement or as soon as practicable thereafter. The parties further intend that
the provisions of this **New Agreement** 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 **New Agreement,** 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 **New Agreement** 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 **New Agreement** 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 **New 
Agreement,** 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 **New Agreement** may be executed in counterparts, each of which shall constitute an 
original, all of which together shall constitute one and the same **New Agreement.**

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 
**New Agreement,** enforcement of this **New Agreement** 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 **New Agreement,** 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.
EXHIBIT A
LEGAL DESCRIPTION
(CONCEPT PLANS)
(CONCEPT PLANS)

TUCKER FLOORPLAN

TUCKER FLOORPLAN

Fig Laguna Farms LLC Project
Development Agreement Modification 2019
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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):

___________________________________________

Notary Public for State of Idaho
Residing at _________________________________
Commission Expires: __________________________

Fig Laguna Farms LLC Project
Development Agreement Modification 2019
[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.