Call to Order and Pledge to Flag

Invocation – Mia Croswaith – Trinity Lutheran 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 – February 4, 2019
   b. Nampa Comprehensive Plan Meeting – January 24, 2019
   c. Special Council – February 12, 2019
   d. Planning & Zoning – January 23, 2019
   e. Nampa Senior Center Board – January 14, 2019
   f. Nampa Bike & Pedestrian Minutes – January 10, 2019

1-2. Bills
   a. None

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

1-4. Final Plat Approvals
   a. Subdivision Final Plat Approval for Carriage Hill West Subdivision No. 1, east of Midway Rd between W Iowa Ave and Lake Lowell Ave, within an RS-7 zoning district. (A portion of the NW ¼ of Section 31 T3N R2W BM – 30 Single Family Residential lots on 13.06 acres, or 2.3 lots/gross acre) for Engineering Solutions, LLP, representing Toll Southwest LLC (SPF-00079-2018).
   b. Subdivision Final Plat Approval for Pheasant Meadows Subdivision No. 2 at 77 S Happy Valley Rd, within an RS-7 zoning district. (53 single family lots on 15.36 acres for 3.46 lots per gross acre – a portion of Tracts 9, 10, 13 and 14 and Vacated Rights-Of-Way of Nampa Orchard Tract Co Subdivision as filed in Book 2 of Plats at Page 48, records of Canyon County, Idaho located in the NE ¼ of Section 25 T3N R2W BM), for Matt Schultz representing Second Chance Equity Partners, LLC (SPF-00080-2018).

*Or as Soon After 7:00 PM as Each Matter may be Heard
1-5. Authorize Public Hearings
   a. Annexation and Zoning to RS-6 (Single Family Residential – 6,000 sq. ft) for 92.72 acres
      and to BC (Community Business) for 2.44 acres to accommodate Summit Ridge Subdivision
      at the SW corner of W Greenhurst Rd and S Midland Blvd. (A 95.16 acre parcel of land
      situated in Government Lots 1 and 2 in the NE 1/4 of Section 5 T2N R2W BM – 1
      Commercial Lot and 245 Single Family Residential Detached lots on 95.16 acres, or 2.57
      dwelling units/gross acre) for M3 Companies, Mark Tate (ANN-00108-2018 and SPP-00037-
      2018).
   b. Zoning Map Amendment from BC (Community Business) to HC (Healthcare) for property
      located at 9870 W St Luke’s Dr, 9850 W St Luke’s Dr, 9860 W St Luke’s Dr, 0 Cherry Lane, and
      0 Cherry Lane. (five parcels totaling 33.08 acres located in a portion of the NW ¼ of
      Section 9 T3N R2W BM) for The Land Group representing St Luke’s Regional Medical Center
      Ltd (ZMA-00103-2018).
   c. Annexation and Zoning to HC (Healthcare) for property located at 0 Cherry Lane and 0 Ten
      Lane (Two parcels totaling 21.511 acres located in a portion of the NW ¼ of Section 9 T3N
      R2W BM), for the Land Group, representing St Luke’s Regional Medical Center Ltd. (ANN-
      00110-2018).
   d. Annexation and Zoning to RS-7 (Single Family Residential – 7,000 sq. ft) at 0 Northside
      Blvd, to accommodate Kinghorn Place Subdivision on the south side of Spruce St, west of
      Northside Blvd. (A portion of the SE ¼ of Section 33 T4N R2W BM – 221 Single Family
      Residential Detached lots on 63.50 acres, or 3.48 dwelling units/gross acre) for Trilogy
      Idaho – Corey Barton (ANN-00111-2018 and SPP-00038-2018)

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

1-7. Authorization for Execution of Contracts and Agreements
   a. Authorize Mayor to sign payment request form from Community Leasing Partner from the
      Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or
      corporation designated below as payee: Rosenbauer. In the amount of $205,934.00
   b. Authorize Mayor to allow finance to reimburse the Major Acquisitions Account under the
      Joint Powers Agreement with the Nampa Fire Protection District in the amount of
      $150,000.00. out of the Fire Departments Leased Budget Account – 5382 – For the cities
      portion of the down payment for the lease of two Rosenbauer fire engines

   a. January 2019

1-9. Resolutions
Page 2 of 6

*Or as Soon After 7:00 PM as Each Matter may be Heard
City of Nampa  
Regular Council Meeting  
Livestreaming at https://livestream.com/cityofnampa  
February 19, 2019  
Regular Council – 6:00 PM  
Public Hearings – 7:00 PM*

a. None

1-10. Licenses for 2019
   a. 2019 – 2020 Alcohol Licenses (See Attached List)

1-11. Approval of Agenda

(2) Proclamations

2-1. None

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

Mayor & Council Comments

Agency/External Communications

- Valley Regional Transit – Rhonda Jalbert

(3) Staff Communications

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

(4) Unfinished Business

4-1. Action Item: Approve Summary Publication for ordinance 4417 for pressure irrigation annexation

4-2. Action Item: 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)

4-3. Action Item: 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 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

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

5-3. 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)

5-4. 1st reading of ordinance for amendments to Nampa City Code Title 3 Chapter 7: Developmental Impact Fees (PH was 1-22-2019)

5-5. 1st reading of ordinance for 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) (PH was 2-4-2019)

(6) New Business

6-1. Action Item: Authorize Mayor to sign letter supporting the school districts position on legislation – Paula Keller

6-2. Action Item: Resolution for Disposition of 1999 Pierce Fire Truck to Marsing Rural Fire District

6-3. Action Item: Resolution for Disposition of 1996 Pierce Pumper to Council Fire Department

6-4. Action Item: Authorize Mayor to Sign Fire District Contract Service Agreement for 2018-2019

6-5. Action Item: Reappointment of Dave Clausen to the Nampa Golf Commission

*Or as Soon After 7:00 PM as Each Matter may be Heard
6-6. **Action Item:** Council approval for the Nampa Family Justice Center to apply for a grant for Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault and Stalking Grant Program

6-7. **Action Item:** Council approval for the Nampa Family Justice Center to apply for Idaho Council on Domestic Violence and Victim Assistance

6-8. **Action Item:** Discussion and Direction to staff for Downtown Parking Management

6-9. **Action Item:** (1) Authorize Mayor to sign letter of support for the Infrastructure for Rebuilding America (INFRA) grant application to widen I-84 between the Karcher Road Interchange in the City of Nampa and Franklin Road Interchange in the City of Caldwell, and (2) Motion to commit a $500,000 City match to support the 2019 INFRA application, in partnership with ITD and COMPASS

6-10. **Action Item:** Authorize Mayor and Public Works Director to sign Task Order for Scope of Work with Stantec for Nampa Wastewater Treatment Plant Phase II Upgrades Project Group D-Primary Digester No. 5 and Flare Relocation air quality permitting in the amount of $33,200.00 T&M NTE (reviewed and approved by legal)

6-11. **Action Item:** Resolution for a public hearing on March 18th for the creation of Sidewalk LID 167 for zone E

6-12. **Action Item:** Authorize Mayor to sign Memorandum of Understanding for project Bronco traffic management with PDC Nevada LLC

6-13. **Action Item:** Authorize the Mayor to sign encroachment agreement with David and Osa Shervik Family Trust at 1324 S Garland Street

6-14. **Action Item:** Authorize the Mayor to sign the Non-Development Agreement (Exhibit B) between the City and Toll Southwest, LLC (reviewed and approved by legal)

**(7) Executive Sessions**

7-1. None

**(8) Public Hearings**

8-1. **Action Item:** Variance to Nampa Zoning Ordinance Sign Code Section 10-23-20 (B) allowing a maximum outdoor advertising sign height of 25 ft and a maximum display area of 200 sq ft in a BC (Community Business) zoning district. The applicants are requesting a sign height of 50 ft and a display area of 291 sq ft, to be located at 0 N Merchant Way (Canyon County Parcel R2258910300), a .593 acre parcel located on the west side of N Merchant Way, south of Karcher Bypass and N Midland Blvd, and east of I-84. The applicants state the property faces the freeway, but is substantially below the grade of the adjacent property owned by IDOT, for David Kimmel of Yesco Signs. (VAR-00063-2019)

8-2. **Action Item:** Vacation of 1) 10 ft of the Right-Of-Way on the east side of S Garland St running north 198.4 ft from the E Hawaii Ave property line of 1310 S Garland St; and 2) Vacation of 10 ft of Right-Of-Way on the north side of E Hawaii Ave for 142.2 ft from the

*Or as Soon After 7:00 PM as Each Matter may be Heard*
existing right-of-way on the east side of S Garland St, for property located within an RD zoning district. The applicants are requesting the Vacation of Right-Of-Way in order to reduce the encroachment into the Right-Of-way of the existing house and carport at 1324 S Garland St, for Ken Franklin, representing Shervik Family Trust. (VAC-00032-2019).

8-3. **Action Item:** Annexation and Zoning to IH (Heavy Industrial) at 0 Cherry Lane (Parcel R30839011A0) for construction of a Warehousing facility (Tax 03066 – 24.39 acre portion of the south half of the SE ¼ of Section 4 T3N R2W BM), for Richard Evans (ANN-00109-2018).

8-4. **Action Item:** Amendment of Chapters and Sections of Title 10, Planning and Zoning. The proposed Code Amendments are intended to reposition City Design Review Standards in one location and align them with current, common architectural themes (ZTA-00008-2019): Amendment of Section 10-4-10; Amendment of Section 10-9-10; Amendment of Section 10-16-11; Establishment of a new Chapter 34 – Design Review. ZTA-00008-2019).

**Adjourn**

**Next Meeting**

Regular Council at 6:00 PM – Monday, March 4th, 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. 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

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

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

❖ (1) Consent Agenda (Action Items) ❖

Mayor Kling amended the agenda by removing the Agency/External Communications for the Traveling Table Food Pantry Presentation – Claudia Dina.

MOVED by Hogaboam and SECONDED by Bruner to approve the Consent Agenda as presented with the above mentioned amendment; Regular Council Minutes of January 22, 2019 and Special Council Meeting of January 25, 2019; Bicycle and Pedestrian Advisory Committee Minutes; Board of Appraisers Minutes; Airport Commission Minutes; Planning & Zoning Commission Minutes; Library Commission Minutes; bills paid; The City Council dispenses with the three (3) reading rule of Idaho Code § 50-902 for all ordinances; final and preliminary plat approvals: 1) None; Authorize Public Hearings: 1) Amendment and Zoning to HI (Heavy Industrial) at 0 Cherry Lane (Parcel R30839011A0) for construction of a Warehouse facility (Tax 03066 – 24.39 acre portion of the SE 1/4 of Section 4 T3N R2W BM) for Richard Evans; 2) 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); Authorize to Proceed with Bidding Process: 1) Authorize the Engineering Division to proceed with the formal bidding process for WWTP Trunk line Flow Meter Project (FY19); Authorization for execution of Contracts and Agreements: 1) 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); 2) 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); Monthly Cash Report: 1) None; Resolutions: 1) Disposition of Waterworks Property; License for 2018: 1) Ridgecrest Golf Club, 3730 Ridgecrest Drive, on-premise beer, wine and liquor; Pete’s Tavern, 11 12th Avenue South, on-premise beer and wine; Texas Roadhouse, 1930 Caldwell Boulevard, on-premise beer, wine and liquor; Tiny’s Lounge, 10 12th Avenue South, on-premise liquor; Greenhurst Chevron, 3030 East Greenhurst Road, off-premise beer and wine; Little Saigon, 1305 Second Street South, on-premise beer and wine; Applebee’s, 1527 Caldwell Boulevard, on-premise beer, wine and liquor; Holiday Inn, 16245 North Merchant Way, on-premise beer, wine and liquor; Campos Market, 3302
Caldwell Boulevard, off-premise beer and wine; **Miscellaneous Items:** 1) None. Mayor Kling asked for a roll call vote with all Councilmembers present voting **YES.** Mayor Kling declared the:

**MOTION CARRIED**

❖ (2) **Proclamation** ❖

**Item #2-1. – Healthy Relationships & Safe Babies**

**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 wellbeing 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 wellbeing 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 Relationship/Safe Babies Month”

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.

Dr. Megan Casper thanked the Mayor and Council for their support. We all want our babies to be safe, unfortunately it is not as good as we would like it to be here in Idaho. Planning for a pregnancy is exciting, women and their partners are looking at healthy diet, lifestyle and it is a great opportunity to also talk about relationships, the health of a relationship. It is a great opportunity to take a step back even before domestic violence and abuse occurs and address some of those precursor warning signs. The Saltzer group that was in attendance introduced themselves.

Item #2-2. - Cabin Fever Reliever Day

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 February 16, 2019

“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.
Those that were in attendance for the Cabin Fever Reliever Day thanked the City Council and the Mayor. This is our 7th annual Cabin Fever Reliever Day at Karcher Mall. It has been one of our biggest events. We have been established since 2011; we are non-profit and we have worked with over 35,000 kids so far and we are continuing to grow. We also get involved with fishing in the local areas: the ponds not only in Nampa, but in Caldwell, Meridian, all over. Our goal is to teach the kids the basics of fishing, conservation and how a family unit works when it comes to fishing. We also take veterans fishing.

Councilmember Levi said that she has been privileged to work with Kids First Cast for about the last 3 ½ years and to see what they do with kids and the families and the opportunities that they provide for them.

❖ Mayor Kling asked if there were any Nampa Residents wishing to speak on any agenda item (5 persons limit):
  • None

❖ Mayor Kling asked if there were any Nampa Residents wishing to speak on any item that was not on the agenda (5 persons limit):
  • Ken Hatchett, 15 South Stillwater Way – towing out of a lot downtown Nampa and the cost of being towed Avco Transition Towing ($365.00) warning people not to park at 1st Street South and 13th Avenue South

❖ Mayor Kling’s and Council Comments
  • None

❖ Agency/External Communications
  • Traveling Table Food Pantry Presentation by Claudia Dina – was postponed until the second meeting in March.

❖ (3) Staff Communications

Item #3-1. – Public Works Director Tom Points 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 (MgCl2), salt and/or brine. The following highlights labor hours and material expenditures:
FISCAL YEAR 2019 TOTALS

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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.

**3-2.** – Brian Foster presented the following facilities division update on upcoming projects:

Facilities Development, as part of 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 FY19. For the same period in FY18 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>19-010</td>
<td>Fire Station #4 Boiler Upgrade</td>
<td>Capital Improvement</td>
<td>Construction</td>
<td>Replace failing boiler</td>
<td>Spring</td>
<td>Fire</td>
<td>$51,000.00</td>
<td>Will be on Council agenda to award contract 2/4</td>
</tr>
<tr>
<td>19-010</td>
<td>Fire Station #2 PIR</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. GT preparing a proposal</td>
</tr>
<tr>
<td>19-024</td>
<td>NIC Mozzarella Flooring Replacement</td>
<td>Capital Improvement</td>
<td>Design</td>
<td>Replace carpet</td>
<td>Summer</td>
<td>NIC</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>$19,002.00</td>
<td>Will be on Council agenda to award contract 2/4</td>
</tr>
<tr>
<td>19-002</td>
<td>WPSF 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 4PPF proposal on 12/19</td>
</tr>
<tr>
<td>19-009</td>
<td>WPSF 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/HFD</td>
<td>$240,000.00</td>
<td>Predesign meeting on 1/11</td>
</tr>
<tr>
<td>19-026</td>
<td>F3C 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>F3C</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>$235,000.00</td>
<td>Bid Opening on 2/28</td>
</tr>
</tbody>
</table>

❖ (4) Unfinished Business ❖

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

Mayor Kling explained that the first reading of the ordinance creating LID 166 and the public hearing for this was on January 22, 2019. We have received a number of calls, both City council and the Mayors office, regarding individuals that wanted to opt out of the LID.

Some discussion occurred regarding grant options at the last meeting regarding CDBG grants and it is not possible to implement them at this time. From a citizen perspective the soonest we can implement them is next year.

Economic Development Assistant Director, Robyn Sellers, addressed the Mayor and Council on the availability of CDBG funds.

Mayor Kling explained that the council voted to move forward with the LID and so it is a process question today; we can do the first reading and go through the regular process; we can do the first reading of the ordinance and pass under suspension of rules which then it is done.

City Engineer Daniel Badger answered questions from Mayor and Council.

Councilmembers made comments and asked questions.
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. (Applicant Engineering Department)

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 Hogaboam to pass the preceding Ordinance under suspension of rules.

Councilmembers asked questions and made comments.

City Attorney Maren Erickson addressed the Council.

Mayor Kling asked for a roll call vote with Councilmembers Haverfield, Hogaboam, Skaug voting YES; Councilmembers Rodriguez, Bruner, Levi voting NO with the Mayor voting NO to break the tie.

MOTION FAILED

Item #4-2. – The following Ordinance was read by title:
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. (Applicant Stephen Warren)

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 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 4415 and directed the Clerk to record it as required.

MOTION CARRIED

Item #4-3. – The following Ordinance was read by title:

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. (Applicant Alan and Karen Wheatley)

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 Rodriguez and SECONDED by Bruner 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 4416 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 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)
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)

❖ (8) Public Hearings ❖

Item #8-1. - Mayor Kling opened a public hearing for 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).

Kent Brown, 3161 E Greenwood, Meridian, representing FIG Laguna Farms LLC presented the request.

Planning and Zoning Director Norm Holm presented the following staff report explaining that the request is for 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, R1 W, 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.
200629961). 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, the 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.

Those appearing in favor of the request were: John Carpenter, T.O. Engineers, 332 North Broadmore.

No one appeared in opposition to the request.

Councilmembers asked questions.

Kent Brown addressed council on the need.

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

MOTION CARRIED

MOVED by Haverfield and SECONDED by Skaug to approve the 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 as presented 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

❖ (6) New Business ❖

Item #6-1. - Mayor Kling presented the request to 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)

Fire Chief, Phil Roberts, presented a staff report explaining that the AFG FEMA Grant Amount is $1,489,900 for all 9 departments involved.

Nampa Fire Department Portion is $458,500 for 60 new SCBA Pack with all included equipment.
Total Nampa Fire Department 10% Cost Match is $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 which 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 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.

Chief Roberts introduced Captain Jardene who serves in our training division.

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

MOTION CARRIED
Regular Council
February 4, 2019

Item #6-8. - Mayor Kling presented the request to authorize the Mayor to sign encroachment agreement with Dennis Harmon at the corner of 10th Avenue North and 4th Street North.

Tom Points presented a staff report explaining that 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.

Dennis Harmon said that the idea of placing the Library boxes in the north of Nampa was because I believe there is a need for books. Our proposal was to get a location by the warehouse that we have and then try to locate 10 others on the north on certain corners. They will be about 60% children books, three or four shelves and then some adult books. There is a real need as drugs are prevalent in the neighborhood. Mike put the Library boxes together; we will be maintaining the boxes. The Friends of the Library are delivering books on Friday.

Mayor and Council asked questions and made comments.

The question was asked if the council could add to the motion to allow for all of the encroachments to be approved in the motion.

Maren Erickson explained that you should have an action item in the future that authorizes the Mayor to sign a number of encroachment agreements. You will have to approve it tonight as it was on the agenda and then in the future x amount of agreements.

MOVED by Levi and SECONDED by Bruner to authorize the Mayor to sign the encroachment agreement with Dennis Harmon at the corner of 10th Avenue North and 4th Street North. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #6-2. – The following Resolution was presented:

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Mayor Kling explained that this has been reviewed by legal. It is my understanding that our procurement policies have not been updated since 2005 and legal provided initial review of this and said that it is good to go. It is needed for a grant, I understand, for Police and they needed the updated. These may come back again as we give more review to them.

RESOLUTION OF THE CITY OF NAMPA, IDAHO, AN IDAHO MUNICIPAL CORPORATION, APPROVING AND ADOPTING THE CITY OF NAMPA PROCUREMENT POLICY.

MOVED by Bruner and SECONDED by Rodriguez to pass the resolution as presented. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the resolution passed, numbered it 11-2019 and directed the clerk to record it as required.

MOTION CARRIED

Item #6-3. - Mayor Kling presented the request to award the bid and authorize the Mayor to sign a contract with American Mechanical for the Water Works truck shed heat project.

Facilities Supervisor Brian Foster presented a staff report explaining that 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.

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. 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.

Contractor will be required to provide necessary bonds, insurance and other documents before the agreement can be executed and the Notice to Proceed issued.
MOVED by Bruner and SECONDED by Rodriguez to award the bid and authorize the Mayor to sign the contract with American Mechanical for the Water Works truck shed heat project not to exceed contract amount of $37,832.00. 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 discussion on adding “No Smoking” signs to the Nampa Library square.

Councilmember Hogaboam: For several months I have been talking to various members within the City and in our packet there are two letters that spoke to it. I had lunch a Boise Fry Company with guests from out of the city and it was embarrassing as they looked at Library Square. There were 12 smokers over the hour and half that we were there and plenty of vapors. There were three smokers standing right outside the front door. I counted at least 50 butts in the fountain area. If we have an ordinance it will be a statement on what type of community we want to be.

Mayor Kling explained to Council that this item was talked about at the directors meeting this morning and that there is a lot of support for this. It has to do with enforcement, how broad do we go or do we stay only with the Library.

Economic Development Director, Beth Ineck, talked about how the Nampa Development Corporation constructed Library Square and still has ownership of Library Square. There is a lease agreement in place between NDC and the City for the Library itself but the plaza piece is governed by a common area maintenance agreement. If the desire of Council is to just have signage at Library Square saying this is a “No Smoking Area” that would be action by NDC and requires permission from the Gardner Company to just do signage. If we wanted to move forward with some type of ordinance that said by city code “No Smoking in these areas” then that is certainly a City Council decision that would require NDC to abide by that city code.

Some of the results from our surveys was that we want a family friendly downtown. We want the downtown to be a great place for kids and for families. What we have seen in Boise is that the citizens start to police it themselves with telling others that this is a no smoking zone. It is already no smoking with in 20 feet at the Library.

Chief Huff said that he agrees with everything that has been said. I would caution you on actually doing an ordinance; I agree with the signage. I did educate myself on the City of Boise and they have a strict no smoking ordinance that is 20 feet and they said that they write a lot of tickets for it.
Currently in Nampa it would not fall in our call volume to actually send a officer out. If someone was at the library and asked to move along, just with the type of calls that we respond to I just don’t want to make any false promises because right now we would not send an officer to that particular call. However, the ordinance in Boise it is a $50 dollar fine. They have more juice for the squeeze out of the bars downtown that actually allow the smoking to go on even though it is a green zone and that is $100 to $1,000 dollar fine, depending on the amount of citations that are issued. We do not have a bar team like Boise and that is where the majority of their citations are issued.

Councilmembers asked questions of Chief.

Maren Erickson said that property owners have the ability and the right to police their own property in any way that they would like. So if there are signs up on private property they can enforce them. The Library Director coming out and saying “don’t smoke” or citizens saying “don’t smoke” the police can also respond to that if there is some contention that has arisen. The point of the ordinance would be to attach enforcement ability on the side of the city to have some legal teeth to say, ‘if you do that, then the city can enforce it and the consequences are a, b, and c.’ The ordinance would police all areas in the downtown, for example, the way Boise does it; they have a 20 foot in front of any entrance of any building and the grove has an area that there is no smoking at all. They have by resolution that the city clerk can establish areas throughout the city that you are able to smoke.

Mayor and Councilmembers asked questions and made comments.

Library Director Claire Connely said that we had an experience just this afternoon with 4 men smoking in the stairwell of the parking garage and we got complaints about it and Alex Wade called the police and they came and spoke to the gentleman. We are just right now putting out our annual survey. It has been out since last Friday and it will go through February, so it has been out a little less than 4 days. We have had 155 comments since Friday and one of the questions that we put is Idaho Statue 39-5502 which states that smoking is prohibited 20 feet from library entrances do you think that this is an adequate distance. It was a yes / no answer. Out of the 155 we received 52% who say Yes and 47% who say No. However, what is more interesting is we had an optional comment section and we got 37 comments. A couple of them are “I have had to walk past people smoking in front of the library and I usually park on the side drop off box of the parking garage. My sons both have asthma and I try to keep them away from the smokers, I don’t think that smoking should be allowed on library grounds and I wish there was no smoking on premises because the water fall and grass area are full of butts.” All 37 comments are negative about smoking. I am sure by the end of the month we will have many more. 20 feet is in front of the benches.

Mayor and Councilmembers asked questions and made comments.
MOVED by Hogaboam and SECONDED by Rodriguez to authorize the City Attorney to draw an ordinance for no smoking around Library Square, internal areas which would cover the bench areas, the grass areas and the fountain areas but not the alley way or the sidewalks. The Mayor asked for a roll call vote with Councilmembers Levi, Rodriguez, Hogaboam voting YES. Councilmembers Bruner, Haverfield, Skaug voting NO and the Mayor voted YES to break the tie. The Mayor declared the

MOTION CARRIED

Item #6-5. - Mayor Kling presented the request for discussion on adopting the Boise’s towing regulations in Nampa.

Beth Ineck presented a staff report explaining the following: She explained that citizens have had some difficulty with towing on privately owned lots.

- Licensing regulations
- License application procedures
- Requirements and responsibilities of licensees
- Employee license to perform non-consent tows
- Required records
- Denial, suspension or revocation of license
- Towing regulations
- Specific request for tow
- Required notification of private property tows
- Unlawful request for tow
- Release of vehicle
- Removal of vehicles from public streets and property
- Tow trucks and storage rates
- Tow fee rates
- Daily storage rates
- Additional allowed fees
- Penalties

This is a brief rundown of what is in the towing ordinance.

Mayor and Councilmembers asked questions and made comments.

Beth Ineck stated that this is a non-consent towing legislation which is different from abandoned vehicles.
MOVED by Hogaboam and SECONDED by Skaug to authorize a ordinance that has more than cash as an option of payment.

MOVED by Hogaboam and SECONDED by Skaug to direct legal counsel to bring a draft ordinance for the city of Nampa using the comments from council tonight. The Mayor asked all in favor say “aye” with all Councilmembers present voting AYE. The Mayor declared the

MOTION CARRIED

Item #6-6. - Mayor Kling presented the request to authorize the approval of a change order for a secondary pool boiler in the amount of $63,623 for the Nampa Recreation Center.

Parks and Recreation Director Darrin Johnson presented a staff report explaining that in FY18 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.

MOVED by Bruner and SECONDED by Rodriguez to authorize the approval of a change order for secondary pool oiler in the amount of $63,623 for the Nampa Recreation Center. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #6-7. – The following Resolution was presented:
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.

MOVED by Haverfield and SECONDED by Bruner 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 12-2019 and directed the clerk to record it as required.

MOTION CARRIED

Item #6-9. - Mayor Kling presented the request to award the bid and authorize the Mayor to sign contract for 2019 Water Meter Equipment with Hydro Specialties Company.

Tom Points presented a staff report explaining that the 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.
MOVED by Bruner and SECONDED by Hogaboam to award bid and authorize Mayor to sign contract for 2019 Water Meter Equipment with Hydro Specialties Company in the amount of $405,700.00. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #6-10. – The following Ordinance was read by title:

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 ACCORDING. (Applicant Engineering Department)

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 4417 and directed the Clerk to record it as required.

MOTION CARRIED

Item #6-11. - Mayor Kling presented the request for authorization to proceed with bid process for LID 166 this item was removed from the agenda due to the ordinance to create the LID failed.

❖ (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) (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.

Item #7-3. - 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 Hogaboam and SECONDED by Levi to adjourn into executive session at 8:43 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) (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 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 Haverfield and SECONDED by Hogaboam to conclude the executive session at 10:55 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) (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 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 Haverfield and SECONDED by Hogaboam to adjourn the meeting at 10:56 p.m. The Mayor declared the

MOTION CARRIED

Passed this 19 day of February 2019.
Regular Council
February 4, 2019

____________________________________
MAYOR

ATTEST:

____________________________________
CITY CLERK
Mayor Debbie Kling began the meeting at 4:05 pm and introduced the agenda for the meeting. She invited Doug Critchfield to review the first two Comprehensive Plan meetings.

First Meeting Recap
Doug discussed the purpose of the first meeting. The three topics for the meeting were to discuss the priorities, values, and roles of government for the City of Nampa.

Priorities
1. Efficient movement of traffic
2. Strive for new development to pay for its cost of public infrastructure and services
3. Plan for, implement and fund projects to meet future public service needs
4. Promote infill development
5. Protect water quality and quantity
6. Provide adequate funding for public safety
7. Ensure that we have adequate industrial land
8. Promote mixed-use development
9. Community involvement
10. Housing affordability

Values (In order of importance)
1. Family (17)
2. Community (14)
3. Freedom (12)
4. Open Space (10)
5. Safety (9)
6. Economic Opportunity (8)
7. Affordable Housing/Living (7)
8. Religion, Faith, Church (7)
9. Small Town Feel (6)
10. Ease of Transportation (6)

Roles of Government (In order of importance)
1. Public Safety (17)
2. Transparency, communication, involvement (17)
3. Fiscal responsibility & cost efficient (17)
4. Transportation, well maintained streets (9)
5. Long-Term Planning for a productive community (8)
6. Vision (7)
7. Consistency, fair application of codes, simplified codes, good business environment, customer service (5)
Second Meeting Recap

Doug covered the second meeting where mixed groups discussed land use maps broken into 4 categories. These categories were Transportation, Parks and Pathways, Housing and Mixed Use Areas, and Economic Development.

The conclusions they were able to gather are as follows:

**Future Land Use Map - Transportation**

Proposed Changes:

- Change 20/26 corridor to community mixed use
- On the nodes along Ustick Rd. change medium density residential to residential mixed-use
- Future alignment of highway 16: portions call for medium and high density residential. A change to community mixed use adds buffering to neighborhoods and adds office and commercial uses.
- Realignment of highway 45 to 7th S, Yale and Northside which would keep trucks out of downtown. Medium density areas could change to residential mixed use along this corridor.

Committee feedback:

- With the changes proposed for the 20/26 corridor and Ustick – make sure to include green space requirements.
- The Hwy 16 Corridor has many future development interests. Some felt that High Density Residential would support affordable housing near future job centers on this corridor.
- Include parking needs as zoning changes are proposed.
- Provide gradual transition between different land uses.
- Provide bicycle and pedestrian infrastructure as these corridors develop.

**Future Land Use Map - Parks and Pathways**

Proposed Changes:

- Locate a park within ½ mile (10 minute walk) of every resident per national standards is desired – may not be practical in built-out neighborhoods.
- Ensure ‘destination’ parks are prioritized in strategic locations.
- Continue to build the trail and pathway system along irrigation canals, creeks, rail corridors and the Boise River.

Committee feedback:

- Build parks along the Boise River
- Locate parks in residential areas – take out of Industrial
- An off leash dog park near Deer Flat refuge is desired
- Provide more open space in developments – HOA’s to maintain
- Plan for long-term preservation of the park system
- Continue to work with the schools to utilize school property for recreational programming.
- Build community/pollinator gardens
- Beautify freeway exits
• Connect trails and pathways with activity areas and schools
• Fill in sidewalk gaps – especially for safe routes to school
• Connect downtown to the sidewalk systems

**Future Land Use Map – Economic Development**

Proposed Changes:

• Change zoning from agriculture to community mixed use along the 20/26 corridor
• On the nodes along Ustick Rd. Change medium density residential to residential mixed-use
• Change employment center to light industrial, south of the airport

Committee feedback:

Highway 20/26

• If a natural gas pipeline is installed – provide some industrial use along that corridor.
• Create a parkland and a wildlife buffer along the Boise River – especially in the floodplain.
• Plan for larger home sites between river and 20/26 on the bluff, then commercial mixed use along the 20/26 corridor

Highway 16

• Preserve high density designations.
• Maintain the industrial and business park area.

Additional Committee feedback:

• Provide neighborhood commercial along Midland.
• Change business park designation on the east side of Northside Blvd. south of the interstate.
• Prevent residential development encroachment on the industrial areas.

Doug then introduced Beth Ineck who discussed the specific proposed changes to the Land Use Map. Beth first discussed some of the major widespread changes such as:

1. North Nampa impact area – Boise River and 20/26 corridor
2. Highway 16 corridor
3. South and west Nampa spread of medium density residential

Then she talked about some of the smaller changes to the map dividing the city in quarters. Northeast, Northwest, Southeast and Southwest.

Beth called for the groups to review the maps on their tables to discuss the proposed changes for about 30 minutes.

Doug Critchfield called the groups together to discuss the strategies devised in the comprehensive plan. There were 739 strategies initially and after the feedback from the first two meetings, his team removed duplicate strategies, eliminated strategies that have already been implemented, went to other departments for feedback and highlighted the strategies that support the committee priorities.
Some of those highlights were:

- Impacts of growth on traffic congestion
- Impacts of growth on affordable housing
- Impacts of growth on services (Public Safety, Utilities, Community-based services, Library, etc.)
- Impacts of growth on quality of life/family
- Economic diversity
- Business retention and expansion
- Job opportunities
- Protection of agricultural and open space lands
- Mixed use commercial and residential
- Access (to government, between communities)
- Genus Locci (Spirit of Place) – live, work, play in Nampa

Doug then introduced Shannon McGuire to speak about the Strategic Plan. Shannon McGuire asked for feedback from the committee about the current meeting.

Surprised how many zoning regions are being changed. Especially the ones that are being changed to match what is currently in that zone, which suggests that the previous plan was not followed.

The changes made to North Nampa seem very intentional and it seems like they reflect what the city has learned from the past and that’s a good thing.

It’s clear that we need to decide to focus on infill, mixed use development, or tackling urban sprawl.

There needs to be primary health care added to North Nampa.

Shannon advanced the meeting and gave the tables some more table time to focus on the committee priorities:

1. Efficient movement of traffic
2. Strive for new development to pay for its cost of public infrastructure and services
3. Plan for, implement, and fund projects to meet future public service needs
4. Promote infill development
5. Protect water quality and quantity
6. Provide adequate funding for public safety
7. Ensure that we have adequate industrial land
8. Promote mixed-use development
9. Community involvement
10. Housing affordability

And the strategies that support them:

1. Promote industrial development in Nampa in order to strengthen our tax base (4.1.3)
2. Protect commercial and industrial development surrounding the airport (4.1.3.2)
3. Encourage mixed-use and infill development in areas identified on the comprehensive plan map (4.1.4.1)
4. Encourage the development of entrepreneur and start-up businesses (4.1.5)
5. Continue active participation in regional and metropolitan associations and planning efforts to pursue regional economic developments objectives (4.1.7.1)
6. Continue to update, expand and evolve the library system to provide the most convenient access to library services to the greatest number of Nampa’s citizens (7.10.1)
7. Provide an adequate supply and mix of housing that meets the needs of present and future residents in terms of cost, location, accessibility, housing type, lot size, design and neighborhood character (3.1)
8. Locate housing in areas that promote employment opportunities (3.1.3)
9. Construct affordable housing near College of Western Idaho (CWI) and Northwest Nazarene University (NNU) (3.1.3.(b))
10. Develop standards that will promote attractive infill development, which is compatible with or improves the quality of established neighborhoods (8.1.9)
11. Support zoning practices that strengthen neighborhood diversity, mixed use, employment, recreation and a healthy lifestyle (8.1.10.1)
12. Develop a housing component in the downtown master plan to create live/work/play opportunities (3.1.5.3)
13. Continue to engage in neighborhood revitalization efforts to improve the central neighborhood and encourage more mixed-income communities (3.1.8.3)
14. Provide an adequate supply of quality affordable housing to meet the needs of very-low, low and moderate-income residents (3.1.11.1)
15. Consider reducing lot sizes and providing more flexible setback requirements to increase affordable housing types (3.1.11.7)
16. Encourage a balance of diverse landscaping uses of the community’s greenways by protecting, enhancing and maintaining the natural, hydrological, scenic and recreational qualities of lands along rivers, canals, drains and laterals (8.1.4)
17. Reduce impacts to waterways, wetlands, and scenic and historic areas by including these areas in the park and open space system, when possible (9.1.3.3.)
18. Plan, maintain, enhance and expand, where appropriate, future emergency medical services (EMS), fire and police services (7.3.1)
19. Position equipment throughout the community to provide timely and effective hazardous materials response (7.3.6.8)
20. Develop and maintain a coordinated and balanced transportation system that provides a variety of choices among transportation modes, including automobile, public transit, air, bicycle and pedestrian (6.1)
21. Improve pedestrian connections among land uses in the city to create a continuous and seamless pedestrian system, and to enhance the walkability and pedestrian environment of the City (6.1.12)
22. Provide for a continuous and interconnected bicycle route and trail network that is viable, convenient, and safe, and a system that will encourage both commuter and recreational bicycling (6.1.13)
23. Work with Canyon County, the Idaho Transportation Department and COMPASS to implement the City’s 2011 Bicycle and Pedestrian Master Plan (6.1.13.1)

24. Seek specific capacity improvements and other traffic management treatments that minimize negative impacts on neighborhoods (6.1.4.4)

25. Encourage transit-oriented development at strategic locations in the city as identified in City plans (6.1.20)

26. Partner with COMPASS and Valley Regional Transit to develop, adopt and implement transit-oriented development plans and standards that address: Land use patterns (6.1.20.2)

27. Promote compact development, which will allow for bicycling, walking and public transit in order to provide more effective transportation alternatives (6.1.2.1)

After the groups had time to discuss their thoughts on the strategies, Shannon asked for the groups to share what they found most exciting and what was missing.

The groups found that strategies about mixed use, infill, affordable housing, and revitalization of downtown were exciting, while the biggest missed topic was adding greenspace. It was also mentioned that the terms industrial and infill need to be defined more clearly, and that some of the 27 strategies are goals or are too vague to be useful.

Shannon ended the group sharing portion and discussed what she will be doing to help develop the comprehensive plan. She described the strategic plan as a separate and sub-entity of the comprehensive plan. She said what the meeting was for her to better understand the community’s wants and needs so she can put together a better strategic plan for the city. She asked for any final words from the mayor.

Mayor Kling said her thanks for Shannon and for the committee’s time and said she was looking forward to the next meeting in February.

The meeting came to an end at 5:56 PM
Mayor Kling called the meeting to order at 7:30 a.m.

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

MOVED by Haverfield and SECONDED by Hogaboam to approve the Agenda as presented. Mayor Kling asked all in favor say aye with all Councilmembers present voting AYE. Mayor Kling declared the

MOTION CARRIED

The Mayor recommended that Doug Racine be appointed as the **Finance Director** and read his bio for information.

*Doug D. Racine is an Accounting and Finance Leader with more than 25 years of experience in Auditing, Accounting and Finance. He earned his Bachelor of Arts Accounting degree from the University of Utah’s School of Business in 1987.*

*After graduating, he began his Public Accounting career auditing Colleges and Universities and earned his Certified Public Accounting license (CPA) while employed at a Regional Accounting firm. After 5 years, he transitioned to the Retail Business industry, most notably working for Albertson’s where he progressed from Senior Financial Analyst, to General Ledger Manager, Finance Manager, Budget Director and finally to Albertson’s Director of Financial Planning and Analysis in 2006.*

*In 2005 he was recognized as Albertson’s Accounting and Finance Leader of the Year for the Intermountain West Division. In 2006 he was selected as one of Two Albertson’s Accounting & Finance leaders to attend Boise State’s Graduate Business School’s Management Training Program.*

*In 2013, he accepted a position with St. Luke’s Regional Medical Center, as the Director of Finance, where he created a comprehensive finance support team for Medical Research, Physician Services and select Administrative Services. While working and Living in Idaho, he donated time to Community Service Programs, volunteered as a Boy Scout leader and has taken advantage of Idaho’s many exceptional outdoor recreational opportunities!*  

Doug would like to express his gratitude for being offered this new opportunity to serve as Nampa’s new director of Finance and he looks forward to a long and growth focused future!
Special Council
February 12, 2019

MOVED by Bruner and SECONDED by Rodriguez to appoint Doug Racine as the City of Nampa Finance Director. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

MOVED by Haverfield and SECONDED by Hogaboam to adjourn the meeting at 7:36 a.m. The Mayor declared the

MOTION CARRIED

Passed this 19th day of February 2019.

____________________________________
MAYOR

ATTEST:

____________________________________
CITY CLERK
Chairman McGrath called the meeting to order at 6:48 p.m.

Approval of Minutes: Sellman motioned and Kehoe seconded approving the Minutes of the January 8, 2019 Planning and Zoning Commission meeting. Motion carried.

Report on Council Actions. City Councilman Haverfield reported on the City Council meeting of January 22, 2019. 1) Haverfield advised there had been the creation of a Local LID for a couple of districts in the central part of Nampa: LID No. 166. Haverfield noted there were 43 volunteer property owners that chose to be a part of the LID. 2) Haverfield noted the Amendments to Nampa City Code, Title 3, Chapter 7, Impact Fees, and City Council motioned to go forward with the changes.

Chairman McGrath proceeded to the business item on the agenda.

Business Item No. 1:
Election and Appointment of 2019 Nampa Planning and Zoning Commission Officers. ACTION ITEM.

    Kehoe motioned and Miller seconded to nominate Lance McGrath as Chairman of the Planning and Zoning Commission for 2019. Motion carried.

    Miller motioned and Kropp seconded to nominate Peggy Sellman as Vice Chairman for 2019. Motion carried.

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

Public Hearing No. 1:
Subdivision Preliminary Plat Approval for New York Landing Subdivision east of Southside Blvd on the north side of Alma Lane. (A portion of the east half of the NW ¼ of Section 12 T2N R2W BM – 409 Single Family Residential lots on 136.27 acres, or 3.00 lots/gross acre) for Kent Brown representing Trilogy Development, Inc (SPP-00036-2018). ACTION ITEM.

Chairman McGrath proceeded to public hearing.

Kent Brown of 3161 E Springwood Dr, Meridian – representing the applicant:
• Mr Brown explained that in 2007 approval had been received for the Annexation and RS-8.5 zoning for the subject property.
• The Preliminary Plat was approved at that time but had since expired.
• The applicants, added Mr Brown, have now come back with basically the same preliminary plat layout, however, the piece on the north side of the canal with a roadway connecting to Locust Ln had been eliminated from the proposed plat, due to the requirements of the Boise Project Irrigation District.
• Alma Ln, stated Mr Brown, was the southern boundary of the subject property and was currently a minimal lane.
• According to Mr Brown, the applicants and City staff have agreed that two lanes and connection would be provided for Alma Ln across the entire frontage of the subject property, to provide for the subject development, as well as the existing neighbors.
• Mr Brown advised there would be a fence along the New York Canal, and the existing ditches would be tiled and continued through to adjacent properties.
• City staff, added Mr Brown had requested one more street be stubbed to the parcel to the west.
• The proposed roads and micro-paths would connect to the central park open space area.
• A covered picnic shelter, tot facility or playground equipment would be provided, and possibly a half basketball court.
• There would be a landscape buffer to the south along Alma Ln, continued Mr Brown.
• Mr Brown explained the intent had been to stay within the original Development Agreement attached to the subject property, and stay consistent with the allowances of the RS-8.5 zoning district.
• In response to a question from Keboe, Mr Brown stated the applicants would be willing to make the changes indicated in the Staff Report, regarding the minimum lot size.
• Mr Brown advised the applicants were in agreement with all the conditions of approval listed in the Staff Report.
• Chairman McGrath inquired if Alma Ln would be the only ingress and egress for the subdivision and Mr Brown replied it would be.
• In response to a question from Kropp, Mr Brown indicated the large vacant lot to the west of the subject property that was not under the applicants’ ownership.

Planner II Critchfield:
• The proposed New York Landing Subdivision, advised Critchfield, comprised 409 lots, including 31 common lots.
• A portion of the RS-8.5 zoned lots comprised 70 infill lots, added Critchfield, and they do meet Code.
• Critchfield indicated the lots that were substandard in square footage or width would require correction.
• Regarding right-of-way, landscaping and lot compatibility, the proposed subdivision was in compliance.
• Critchfield noted the residential areas surrounding the subject property.
• Critchfield reviewed the Staff Report and recommended Conditions of Approval.

Chairman McGrath proceeded to public testimony.

Anne Clarkson of 3973 Bell Ct, Nampa – opposed:
• Ms Clarkson stated she was representing 9 families in Mansfield Park Subdivision, to the north of the New York Canal and north of the proposed development, within 300 ft of the proposed subdivision.
• The homes in Mansfield Park, continued Ms Clarkson, have been there since approximately 2005.
• Ms Clarkson noted concerns regarding the proposed New York Landing Subdivision:
• It would have a very large impact on the Nampa School District, and questioned if the school district had been notified, and were they prepared for the additional children at all grade levels. What would be the cost for the number of teachers and amount of facilities to handle the addition.
• Alma Ln and portions of Southside Blvd are not prepared for pedestrian traffic, and questioned how many school buses would be required to service the additional students. Had there been a sit down planning meeting with the Nampa School District Administrators and Board to thoroughly discuss the impact. Ms Clarkson did not consider 60 days sufficient time for the School District to review any concerns.
• Ms Clarkson questioned if the Police Department and Fire Department had discussed handling the 24 hour protection of the new outlying population.
• Highway traffic is a major concern because Alma Ln is a much smaller, narrow road, noted Ms Clarkson, and added that subdivision traffic will exit on to Alma Ln, and questioned if the two lane road replacing the current one lane would be completed before the subdivision was built.
• Ms Clarkson inquired what type of traffic studies had been done to determine the recommendations of the four-way stop sign at Locust Ln and Southside Blvd and inquired if a traffic light or roundabout had been considered. Ms Clarkson noted the number of traffic accidents at the intersection. Ms Clarkson inquired if the request for a traffic light could go the Public Works Dept for recommendation as soon as possible.
• Would there be a requirement for a Homeowners’ Association to maintain the integrity of the subdivision.
• Would the landscaping requirement include the following: sprinkler systems, grass in the front and back yard, 3 shrubs at the front, 2 trees – one in the front and one in the back, and considered the properties should be fully developed before being sold.
• Ms Clarkson inquired about the quality and variation of design of the proposed homes.
• Ms Clarkson questioned who would own the trees on the south side and adjacent the New York Canal, and maintain the area for the birds.
• How would the New York Canal be maintained adjacent the proposed subdivision, inquired Ms Clarkson.
• Ms Clarkson suggested there should be a plan for City walkways and bike paths for the outlying area and proposed new development.
• Ms Clarkson stated she was speaking as a representative for: herself, Mel Clarkson, Amy and Jody Harris, Barbara Schuler, Shannon and Jim Holland and Melissa and Kevin Detweiler.

Gene Thompson of 3909 Alma Ln – opposed.
• Mr Thompson voiced concern regarding the proposed subdivision disrupting the style of life for surrounding properties.
• Mr Thompson also had concerns regarding Alma Ln, as well as the blind intersections with Happy Valley Rd and Southside Blvd.
• The size of the lots, continued Mr Thompson, would not facilitate larger homes and noted the existing larger homes adjacent the subject property.

Rodney LaFee of 4424 Alma Ln, Nampa – Undecided:
• Mr LaFee stated he lived on the east side of the proposed subdivision and had several concerns.
• Mr LaFee noted Alma Ln goes all the way from Happy Valley Rd to Southside Blvd and at the present time the road was not wide enough for a school bus and vehicle to pass.
• Mr LaFee inquired what would be happening along the rest of Alma Ln that not adjacent to the subject property, due to the fact both the Southside Blvd end and Happy Valley ends involve bridges.
• Additionally, the exit would be at the top of a hill.
• Mr LaFee noted there were a lot of pedestrians walking Alma Ln and questioned if there would be a sidewalk all the way from Southside Blvd to Happy Valley Rd.
• Mr LaFee also noted the amount of quail and wild birds in the area.

Susan Schuler of 4500 Alma Ln, Nampa – Undecided.
• Ms Schuler stated her property was located on top of the hill and suggested with widening the road her well would then be right on the edge of the road.
• Ms Schuler questioned if the curbs, gutters and sidewalks would have to be paid for by the existing property owners that were not a part of the proposed subdivision.
• The existing school, one half mile to the south on Southside Blvd, was noted by Ms Schuler and the amount of traffic going to and from the school in the morning and afternoon.

Zoe Middleton of 4601 Alma Ln, Nampa – Undecided:
• Ms Middleton stated she had lived on Alma Ln since 1951.
• According to Ms Middleton, she also had a lot of concerns regarding the traffic.
• At the present time, continued Ms Middleton, stated it was very hard to get on to Happy Valley Rl, and the same with Southside Blvd.
• Ms Middleton reiterated there were a lot of vehicles to and from the school to the south on Southside Blvd in the morning and afternoon.
• During the previous application for the subdivision, stated Ms Middleton, there had been a road from Alma Ln, across the canal to Locust Ln and that would help move some of the traffic that way. However, it was not shown as part of the present application for New York Landing.
• According to Ms Middleton, she would like to see the entire length of Alma Ln widened, with curb, gutter and sidewalks.

Sarah LaFee of 4574 Alma Ln, Nampa – Undecided:
• Ms LaFee concurred that Alma Ln was currently a one car lane.
• Ms LaFee discussed the issues with the Alma Lane, Happy Valley Rd intersection and the heavy volume of traffic that would be generated with the proposed subdivision.
• Ms LaFee emphasized how important it would be to require Alma Ln be widened to two lanes from Southside Blvd to Happy Valley Rd as well as sidewalks, curb and gutter.

Travis Edwards 4153 E Locust Ln, Nampa – Undecided:
• Mr Edwards stated his property was located to the north of the subject property, across the canals.
• Mr Edwards voiced concern with the impact on the Nampa School District, as well as the traffic on Happy Valley Rd and Southside Blvd, and the volume of traffic that would be added to the offset intersection at Happy Valley Rd and Locust Ln.
• The two way stop at Southside Blvd, added Mr Edwards, was already an issue.

Jeff Hankins of 4221 Alma Ln, Nampa – Opposed:
• Mr Hankins indicated the location of his property at the east end of Alma Ln.
• Mr Hankins inquired what the speed limit would be on Alma Ln.
• According to Mr Hankins, as the City grows, the Planning Commission should take into consideration some responsibility with the lifestyles of the people that live adjacent to the new developments.
• Most of the residents on Alma Ln, added Mr Hankins, enjoy the freedom and quality of life that comes with having a little room, and the proposed development would not fit.

Feline Lewis of 5028 Castleton Ave, Nampa:
• Ms Lewis explained her parents live on Alma Ln
• Ms Lewis inquired if the developer would be responsible for moving all the power poles and fencing along the south side of Alma Ln.

Bill Louderback of 3515 Alma Ln, Nampa – Opposed:
• Mr Louderback stated he was opposed to the proposed development because of the impact on the quality of life.
• Mr Louderback added they have lived on Alma Ln for 25 years and the proposed development would be a major life change for anyone living in south Nampa.
• In response to a question from Mr Louderback, Chairman McGrath advised the subject property had been inside City limits for a number of years, and the public hearing was regarding the Preliminary Plat and not the annexation of the property.
• Mr Louderback referred to the prolific amount of wildlife inhabiting the subject property.
• Mr Louderback questioned what was in it for the residents who had lived on the adjacent properties for such a long time.
• Where would the power poles be located for the proposed development, inquired Mr Louderback.
• Mr Louderback reiterated the need for sidewalks on Alma Ln for the pedestrians and cyclists.
• Would there be speedbumps on the new two lane Alma Ln, questioned Mr Louderback.

City Engineer Badger:
• According to Badger, the developer would be required to improve Alma Ln from Southside Blvd to Happy Valley Rd as a two lane road. The new policy with Impact Fees, added Badger, would be for the developer to provide the street asphalt improvements for the entire length of Alma Ln, and on Southside Blvd and the frontage on their frontage of Alma Ln to install a sidewalk, but not curb and gutter, which would be something to be done at a future time using Impact Fees within the Capital Improvement Plan.

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• The developer, with the annexation, continued Badger, dedicated 40 ft of right-of-way on the north side of Alma Ln from the quarter section line north which would allow improvement northward without having to move any further south. Badger indicated the area where the developer would need to work with the Nampa Highway District for that section of roadway adjacent Happy Valley Rd.
• Discussion followed regarding the proximity of the Schuler well to Alma Ln.
• In response to a question from Miller, Badger advised all Preliminary Plat applications were provided to the Nampa School District, and the school district uses that information for their planning for future schools.

Superintendent Kellerer of Nampa School District:
• Ms Kellerer stated the Nampa School District does receive subdivision information for review regarding growth.
• According to Ms Kellerer, it was difficult for the school district to predict how many children would be coming into the school district with that growth, because it had been shown that fewer and fewer children were coming into the school district.
• Ms Kellerer noted the trend at the present time for people relocating to Nampa tended to be a little bit older and if they have children, they would impact the secondary school buildings which were currently at capacity.
• Ms Kellerer stated the school district does have school buses going into New Horizons School, but the school also has parents that choose to deliver their students to the school.

Planning Director Holm:
• Holm advised the subject property had previously been annexed into the City and zoned RS-8.5 in 2007, along with a Preliminary Plat for New York Landing that had previously expired.
• The application before the Commission at the present time was the submittal for the Preliminary Plat for New York Landing.
• Kehoe noted the Fire Department and the Police Department had also received notification regarding the Preliminary Plat submittal for New York Landing Subdivision, and had the chance to make comments.

Kent Brown:
• Mr Brown confirmed the subject property had been annexed into the City subject to the Development Agreement.
• The Development Agreement, continued Mr Brown, contained all the information regarding the HOA, the types of houses, sample building elevations, and Conditions of Approval for New York Landing Subdivision.
• Mr Brown discussed the Traffic Impact Study for the development.
• The majority of the existing trees, stated Mr Brown, were within the New York Canal easement and not under the developer's authority.
• In response to a question from Kropp, Mr Brown advised the developer would be constructing the roadway and would be working with the Engineering Department regarding the timing of each section of Alma Ln, and probably start with the east end out to Happy Valley Rd.

City Engineer Badger:
• Badger advised there would be traffic calming required internal to the subdivision, however, traffic calming speed bumps, or similar would not occur on Alma Ln.
• Chairman McGrath inquired about a City pathway in the vicinity and Badger advised the City had a Trailway Master Plan and the trails were generally located on the drainage facilities but supply canals, because of the speed and volume of the water, were not included in the pathway plans. Therefore, added Badger, the Pathway Plan does not have any pedestrian pathways along the Ridenbaugh or the New York Canals.

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

• Garner inquired if the sidewalks would only be in front of the subdivision land.
• **Badger** replied the developer would be required to construct sidewalk along the Southside Blvd frontage, and along the frontage of their property. They would not be required to place sidewalk for the area of Alma Ln that was not contiguous to their property.

• **Badger** replied to a question from Garner and stated, under the new City requirements regarding Impact fees going to the highest priority projects, the developers would no longer be required to fully develop the adjacent roadway, but would have to put in turn lanes, etc., that the Traffic Study had identified, as well as the sidewalk.

• **Badger** discussed the timing of the future traffic light at Southside Blvd and Locust Ln.

• In response to a question from Garner, Badger stated that regarding the intersection of Alma Ln and Happy Valley Rd, the developers would be required to have a professional engineer accomplish the design for that intersection, which would then be reviewed by the City Engineering Division for compliance.

• Holm indicated the 2007 Development Agreement containing the minimum design standards for the proposed homes – including the minimum floor area, exterior eve overhang, the wall planes, roof pitches, roof coverings, and some building elevations and architectural elements.

• Kent Brown reported there would be multiple building elevations and landscaping in keeping with the Development Agreement requirements. The subdivision would be a full buildout by one developer, added Mr Brown.

Kehoe motioned and Miller seconded to approve the Preliminary Plat for the 409 lot New York Landing Subdivision located on 136.27 acres east of Southside Blvd, on the north side of Alma Lane, for Kent Brown representing Trilogy Development, Inc, subject to:

1. The Developer/Development shall remedy and bring into conformance all substandard lot sizes and lot widths and in the preliminary plat, specifically:
   a) Lots 10 and 11 of Block 2 shall be at least 8,500 square feet.
   b) Lots 16, 19 and 21 of Block 2 shall be at least 70 ft wide.
   c) Lot 16 of Block 11 shall be at least 50 ft wide;

2. The Developer/Development shall comply with all requirements imposed by City agencies involved in the review of the matter including, specifically, the following:
   a) At the appropriate time, those listed in the December 17, 2018 memorandum from the Nampa Building Department authored by Neil Jones.
   b) Those listed in the December 19, 2018 letter from the Nampa and Meridian Irrigation District authored by Greg Curtis.
   c) Those listed in the January 4, 2019 letter from the Idaho Transportation Department authored by Sarah Arjona.
   d) Those listed in the January 9, 2019 letter from the Boise Project Board of Control authored by Thomas Ritthaler.
   e) Those listed in the January 15, 2019 memorandum from the City of Nampa Engineering Division authored by Alex Main.
   f) Provide street improvements on Alma Lane from Southside Blvd to Happy Valley Road as a two-lane road.
   g) Dedicate forty (40) ft right-of-way on the north side of Alma Lane from the quarter section line north.
   h) Construct sidewalk along the Southside Blvd and Alma Lane frontage that abuts New York Landing Subdivision property.

3. 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.

4. Developer’s engineer shall correct any spelling, grammar, punctuation and/or and numbering errors that may be evident on the plat face and/or in the proposed plat development notes and include said corrections in/on a/the final plat that may be submitted to the City following approval of the New York Landing Preliminary Plat.

5. Any exceptions to City adopted subdivision design standards shall/will require separate design [exception] approval from the City Council.

Motion carried.
Conditional Use Permit for a Home Occupation Firearms Business at 1110 S Bonneville Dr (Lot 43, Block 3, Victory Subdivision No. 2, a .17 acre or 7,609 sq ft portion of the NE ¼ of Section 32 T3N R2W BM), for Russell Leone, DBA Leone Development, LLC (CUP-00127-2018). ACTION ITEM.

Chairman McGrath proceeded to public hearing.

Russell Leone of 1110 S Bonneville Drive, Nampa – the applicant:
• The plan, advised Mr Leone, was to start a very small operation.
• According to Mr Leone, he had received a U.S. Patent in May of 2018 for a firearms barrel and advised he would be involved in developing that business, and would be utilizing the house strictly for administrative purposes.
• Mr Leone reiterated there would be no business or manufacturing conducted at the house and it would be all outsourced manufacturing and hopefully the business would be able to grow into an industrial building.
• Mr Leone considered the proposed Home Occupation would have zero impact on the neighborhood.
• With the firearms licenses he would receive, added Mr Leone, he would want to have the ability to do a few one-off custom firearms builds, possibly two a month, so virtually no walk-in traffic at all.
• Mr Leone stated his main goal was to sell the main product, the firearms barrel through distribution channels and have no activity at the house whatsoever.
• Kehoe noted the applicant had stated on his application there would be minor storage of inventory on the premises and inquired what inventory would be stored.
• Mr Leone replied that possibly he would order 10 complete barrels from the manufacturer and they would be kept in the safe until they were shipped out to the distributor.
• Mr Leone reiterated that as soon as possible the business would be relocated to an industrial building where all the parts of the business would be under one roof, and the sales would not be conducted from his home.

Planner II Critchfield:
• Critchfield indicated the location of the residence within an RS-6 zoning district, surrounded by RS-6 development.
• Critchfield noted the applicant advised the Home Occupation would be primarily a computer setting in an office with minimal inventory.
• Staff, advised Critchfield had received two verbal notifications of opposition from local residents in the neighborhood while posting the property regarding the Planning and Zoning Commission meeting.
• Critchfield reviewed the Staff Report and Staff recommended conditions of approval.

Chairman McGrath proceeded to public testimony.

Frank L Robles of 1028 Bonneville Dr, Nampa – Undecided:
• Knowing that there is no storage of stock on the premises, and no sales from the house was fine, and he considered it would not affect the community in any way.
• Mr Robles stated that at one time in the past his dog had got out and when he went to apologize, he was told by Mr Leone that if the dog even came on his property again he would shoot it. Mr Robles stated he owned firearms himself but considered the comment from Mr Robles to be a bad attitude towards firearms.

Carl Grimes of 1512 W Dakota Lp, Nampa:
• Mr Grimes voiced concern with the security regarding people breaking into the house.
• Mr Grimes inquired what kind of security was in place for the guns on the property.
• Mr Grimes presented a Petition of Opposition with 20 signatures.
• According to Mr Grimes, the security of the business was of prime importance for the neighborhood property owners and acknowledged it would just be parts, not gun sales.

Kropp motioned and Kehoe seconded to close public hearing. Motion carried.
Miller motioned and Sellman seconded to approve the Conditional Use Permit for a Home Occupancy Firearms Business at 1110 S Bonneville Dr, for Russell Leone, subject to:

1. All requirements of the Nampa Planning, Building, Engineering and Fire Departments as well as State or Federal agencies regarding use of the property for a Home Occupancy Firearms business shall be satisfied prior to occupancy.
2. The owner operates the business as a typical Home Occupancy business with no manufacturing and minimal storage of inventory.
3. The owner maintains all regulatory permitting, licensures and operational procedures as required by law.
4. At no time will the owner be permitted to conduct sales on the premises (only internet sales permitted).
5. Inventory is locked in a secure safe.
6. The Conditional Use Permit is granted only to the property located at 1110 S Bonneville Dr, and only to the applicant Russell Leone, dba Leone Development, LLC, for the duration of the use and shall not be transferable to any other person or location.

Motion carried.

Conditional Use Permit for a Home Occupancy Firearms Business at 3422 E Red Sunset Maple Dr (Lot 11, Block 1, Whispering Maples Subdivision and a .30 acre or 12,610 sq ft portion of the NW ¼ of Section 25 T3N R2W BM), for Jeffrey Nobles (CUP-00128-2018). ACTION ITEM.

Chairman McGrath proceeded to public hearing.

Jeff Nobles of 3422 E Red Sunset Maple Dr, Nampa – the applicant:
- Mr Nobles stated it would be an internet based business, with no guns coming through the house, and he would not be manufacturing anything.
- Hopefully, added Mr Nobles, the manufacturing would take place in Idaho Falls, but at the present time it was still in the retooling process.
- Mr Nobles advised the guns would be manufactured in Idaho Falls with his name on them, and they will then be shipped via the internet.
- Mr Nobles stated he did not want any gun transfers at his home, did not want people at his house, and no more fire arms at his house than he owned personally,
- According to Mr Nobles, there would be no manufacturing or ammunition at his home. There was a security system and safes, continued Mr Nobles.
- Mr Nobles recognized the fact there was a school across the North Nampa Lateral and reiterated there would be no gun sales from his house.
- Chairman McGrath inquired if none of the firearms would be going through Mr Nobles' house.
- Mr Nobles stated that was the case, and added not even parts.
- According to Mr Nobles, he does still like to build his own guns but would not be manufacturing only for himself.
- Kehoe inquired exactly what Mr Nobles would be doing regarding the firearms business.
- Mr Nobles replied he was petitioning the ATF for a license to sell firearms and that would entail using his name, manufacturing the guns in Idaho Falls, and then selling them over the internet to certain places, but they would not be coming to his home.
- Kehoe inquired if the applicant was designing the weapons and Mr Nobles replied to the affirmative.
- Mr Nobles advised the guns he designed would have a serial number registered with the ATF, with his name on it and made in Idaho, enabling him to sell his firearms over the internet.
- Mr Nobles reiterated there would be no assembly of guns for the business in his home.
- Kehoe stated he was still not sure what Mr Nobles would be doing, if Mr Robles would be making his own personal guns at the house, would be selling them.
- Mr Nobles stated he had no machinery at his home to make guns but he could put together a gun from parts from different producers.
- Mr Nobles stated the gun he would be selling would be an AR-15, manufactured in Idaho Falls and shipped over the internet to the buyer.
Planner II Critchfield:
- Critchfield indicated the location of the subject property in an RS-6 zoning district, surrounded by single family residential homes, and the adjacent Parkridge Elementary School.
- Critchfield noted the Nampa School District had submitted a letter of opposition to the requested Conditional Use Permit, indicating the business would be conducted within what has been identified as a Federal Gun Free Zone.
- According to Critchfield, an interpretation had been requested and received from the City Attorney, and had been put before the Commission members.
- Critchfield reviewed the letter received from City Attorney, Mark Hilty of Hamilton, Michaelson & Hilty, LLP, and noted the Federal Gun Free Zone law did not apply to private property.
- Critchfield reviewed the Staff Report and recommended conditions of approval, noting there would be no assembly or sales of firearms would be allowed from the premises.
- Miller suggested there could be more information mailed out to the surrounding property owners in the future regarding any Home Occupation/Conditional Use Permit request regarding firearms.

Chairman McGrath proceeded to public testimony.

Shelly Bonds from Nampa School District, 619 S Canyon St, Nampa – opposed:
- Ms Bonds stated the Nampa School District still had questions about the manufacturing, or testing, on Mr Nobles’ property.

Paula Kellerer of Nampa School District, 619 S Canyon St, Nampa – opposed:
- Ms Kellerer thanked Mr Nobles for clarifying some questions.
- Ms Kellerer agreed the application for Home Occupation/Conditional Use Permit for firearms did need some additional information.
- Ms Kellerer indicated the location of the adjacent school and where the children play every day.
- According to Ms Kellerer, she had read the response letter from Mark Hilty a little differently.
- Ms Kellerer noted the application would comply with the Federal Gun Free Zone laws – only if the Planning Commission approved the application, otherwise it would violate the gun-free zone act, so it was a responsibility the Planning and Zoning Commission would take on, to make the decision.
- Ms Kellerer requested a guarantee the applicant would not be prototyping and would have no inventory at any time.
- According to Ms Kellerer, she still had significant concerns regarding the location of the proposed Home Occupation/Conditional Use Permit, as it would go against everything the schools try to prevent, to make sure their campuses are safe.

Mr Nobles:
- In order to gain the FFL, the ATF would come to the house or business periodically and audit every year. In order to gain the FFL he would have to comply with the City’s requirements. So whatever terms were set by the City would have to be met or he would lose his license, added Mr Nobles.
- A prototype, added Mr Nobles, would be his personal gun and would not technically be considered inventory.
- In response to a question from McGrath, Mr Nobles stated he had lived at the subject property for 3 years and the subdivision had been there for 5 years.

Kropp motioned and Kehoe seconded to close public hearing. Motion carried.
- In response to a question from McGrath, Holm stated he was in agreement with Mark Hilty’s interpretation of the Gun Free Zone Act.
- Kehoe stated that in good conscience he could not recommend approval of the application.
- Miller suggested that Condition No. 6 could be amended to state, “No inventory on site”.
- Discussion followed regarding personal inventory and business inventory.

Miller motioned and Kropp seconded to approve the Conditional Use Permit for a Home Occupation Firearms Business at 3422 E Red Sunset Maple Dr for Jeffrey Nobles, subject to:
1. Compliance with all requirements of the Nampa Planning, Building, Engineering, Police and Fire Departments as well as State or Federal agencies regarding use of the property for a Home Occupation Firearms Business shall be satisfied prior to operation of the business.

2. Compliance with all restrictions associated with the Federal Gun-Free School Zone Act.

3. Operate the business as a typical Home Occupation business with no manufacturing and no storage of inventory.

4. Maintain all regulatory permitting, licences and operational procedures as required by law.

5. At no time will the owner be permitted to conduct physical firearms sales on the premises (only internet sales are permitted).

6. No inventory on site.

7. The Conditional Use Permit is granted only to the property located at 3422 E Red Sunset Maple Dr, and only to the applicant Jeffrey Nobles, for the duration of the use and shall not be transferable to any other person or location.

Motion carried with Garner, Hutchings, Kropp, Miller, and Sellman in favor and Kehoe opposed.

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).

Chairman McGrath proceeded to public hearing.

Richard Evans of 9560 W Pebble Brook Ln, Garden City – the applicant:

- Mr Evans stated the parcel comprised 24 acres that they were requesting Annexation and IH zoning.
- On the west side of the parcel, added Mr Evans, were railroad tracks, on the south boundary Cherry Ln, and a small stub road out on to Northside Blvd.
- The property, added Mr Evans, was currently an irrigated farm field and they would like to get the property zoned for warehouse use.
- Mr Evans stated he understood the City would require road improvements on the frontage, and utilities carried through.
- Mr Evans indicated the proposed layout for warehouses on the subject property, with an access road off Cherry Ln and all the warehouse structures for lease on one parcel.
- The stub road out to Northside Blvd, added Mr Evans would just be an additional access to the property.
- The proposed warehouse buildings would vary in size from 6,000 sq ft to whatever the market required.
- Most of the buildings would have sprinkler systems in them so would have to be kept above 50 degrees, and some will also have office space in the building and some will not.
- In response to a question from Kropp regarding what type of businesses would be going in, Mr Evans stated at his other location on Broadmore, there were many types of businesses, distributors, small manufacturers, and sub-contractors supplying materials.
- The vacancy rate at the present time, stated Mr Evans, was very low.
- Kehoe inquired if there would be tractor trailers coming into the facility and could the stub street between the houses on Northside Blvd be restricted for tractor trailers utilizing that road.
- Mr Evans replied he did not think that would be a problem, however, he did not want to restrict emergency vehicles. Mr Evans reported the ingress egress area to Cherry Ln would be 80 ft wide and the tractor trailers would prefer to use that area.
- Chairman McGrath inquired what plans were in place for screening the yard off from the neighboring residential property owners on the east.
- According to Mr Evans, all the businesses utilizing the warehouse buildings would want a complete fence, 8 ft tall with slats for security.

Planning Director Holm:
- Holm stated the proposed Annexation and IH zoning would conform to the existing zoning to the west.
- On the Comprehensive Plan, added Holm, the subject property was also designated for Heavy Industrial use.
- At the present time, reported Holm, it was an agricultural property.
- Holm reviewed the Staff Report and recommended conditions of approval.
• Kehoe noted the railroad spur on the property to the west and questioned the possibility of putting a railroad line into the subject property.
• Holm noted the City would not have a recommendation regarding the railroad spur.
• Kropp inquired if screened fencing would be required around the property.
• Discussion followed regarding an 8 ft buffer fence adjacent the residential parcels.

Chairman McGrath proceeded to public testimony.

Allison Garrison of 9090 Cherry Ln, Nampa – Opposed:
• Ms Garrison stated her home would be right next to where the road would be going into the subject property from Cherry Ln to access the warehouses.
• Ms Garrison indicated the drainage ditch and voiced concern regarding how the new road into the subject property would affect their property and how it would transition.
• The warehouses on the subject property, added Ms Garrison, would take away their view.
• Ms Garrison also voiced concern regarding lowering their property value and the possible noise.
• Ms Garrison questioned what times during the day and night would the trucks be coming in and out.
• What products would be housed in the proposed warehouses, inquired Ms Garrison, and what dangers could that cause.
• Ms Garrison questioned what type of fencing would be constructed adjacent their property.

Kevin Tetz of 17233 Northside Blvd, Nampa – Undecided:
• Mr Tetz inquired why the subject property would be zoned Heavy Industrial rather than Light industrial because the Heavy Industrial would not restrict lighting and noise.
• Mr Tetz voiced concern regarding light pollution, and the applicant providing any control over the lighting.
• In response to a question from Mr Tetz, Chairman McGrath stated the adjacent properties would not be scheduled for annexation.
• Mr Tetz requested the warehouse yards be required to clean up and not have trash piled up.
• According to Mr Tetz, a larger barrier than just a screening fence should be required between the warehouse facility and the existing residential properties, such as a sound barrier/wall.
• Mr Tetz noted the waste ditch for the waste water from the residential property pastures.

Cricket Fuhrman of 17051 Northside Blvd, Nampa – Undecided:
• Ms Fuhrman voiced concern with the stub street out to Northside Blvd and the easement to their property.
• According to Ms Fuhrman, their well was right on the property line and she was concerned regarding the applicant paving over their well site.
• Ms Fuhrman questioned the time frame for completion of the proposed warehouse development.
• Ms Fuhrman stated they do have an easement and she wanted to make sure they retain the only access to their property via the stub street.

Jay Fuhrman of 17051 Northside Blvd, Nampa – undecided:
• Mr Fuhrman questioned the time frame for the start of the development.
• Mr Fuhrman stated he was not sure of the exact location of his ditch in relation to the actual property line, and also questioned if the large trees would be removed – and if they were on his property.
• Mr Fuhrman inquired if it was necessary to have the stub road as an access for the proposed development if they have a full 80 ft entry off Cherry Ln.

Richard Evans:
• Mr Evans stated the timeline on the development would be market driven, but they would immediately have a survey to obtain all the information on the subject property boundaries.
• Mr Evans advised they would then go to design phase and would anticipate being under construction later this year. Discussion followed regarding whether the trees were on the subject property or the Fuhrmans’ property.
• In response to a question from Kehoe regarding the stub road on to Northside Blvd, Mr Evans advised they would want to keep that strictly an emergency access.
• In response to a question from Chairman McGrath regarding a sound proof wall, Mr Evans stated he would not rule that out.
• Discussion followed regarding the size of the lots, gated fencing and the landscaped areas.
• Garner inquired about the location for a tractor trailer turnaround on the property.
• Mr Evans stated the truck trailers would be able to turn around anywhere, between any building and come back out. There will be restrictions on how tight the corners can be in order to allow room for the tractor trailers. According to Mr Evans, the warehouse tenants would want to fence their yard, but they would be gated to allow trucks to pass through.
• Chairman McGrath inquired if there would be control of fugitive lighting and Mr Evans stated the lights they use shine directly down the wall and would not be a glaring light.
• Mr Evans indicated the landscaped areas – which would also mitigate noise.
• In response to a question from Kropp, Badger advised the requirements for an emergency only access road included an all-weather surface and bollards on either end, with a chain and sign that states “emergency access only”.
• Kehoe suggested some of the dirt could be pushed into a berm around the property line to help mitigate the noise.

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

Kehoe motioned and Miller seconded to recommend to City Council approval of the Annexation and Zoning to IH at 0 Cherry Lane, (Parcel R30839011A0) for construction of a Warehouse facility, subject to:
1. Residential Compatibility:
   a) Posting and Control of the private access road to Northside Blvd for emergency use only, while maintaining easement access for adjacent residential users.
   b) Installation of sound deadening fencing along the easterly property boundary adjacent the neighboring residential properties.
2. General:
   a) Per City Policy: At time of development or redevelopment, full frontage improvements, and utility extensions, to and through the site will be required.
   b) Abandonment of any existing septic system will be accomplished under the guidelines established by Southwest District Health Department.
3. Right Of Way:
   a) Right Of Way Dedication – Required:
   b) Cherry Lane – Functional Classification is an arterial. Fifty (50) feet for half of a future one-hundred (100) foot right-of-way.
   c) Northside Boulevard – Functional Classification is an arterial. Annexation will only be required to the prescriptive right-of-way of Northside Boulevard.
4. Construction of a sound deadening barrier along the easterly property boundary adjacent the neighboring residential properties.
5. Posting and control of the private access road to Northside Blvd for emergency use only, while maintaining easement access for adjacent residential users.

Motion carried.

Conditional Use Permit for a 72-Unit Apartment Project (three 24-Unit buildings) in a BC (Community Business) zoning district at 16056 N Merchant Way. (A 3.06 acre portion of the SW ¼ of Section 9 T3N R2W BM) for James R Wylie (CUP-00129-2018). ACTION ITEM.

Chairman McGrath proceeded to public hearing.

James Wylie of 1464 E Territory Dr, Meridian – representing the applicant James R Wylie:
• Mr Wylie presented the proposed 72 unit apartment complex to the Commission and noted they were applying for a Conditional Use Permit for a 72 unit multi-family facility in a BC zoning district.
• Kehoe inquired if there were any building elevations to show what the apartments would look like.
• Mr Wylie indicated the plans showing the building elevations for the three apartment modules, each one being 24 units and 3-stories in height.
• The exterior, added Mr Wylie, would be primarily composed of hardi-siding and stone. There would be covered parking in the front, continued Mr Wylie, with one covered stall per apartment unit, comprising 147 parking stalls total.
• Mr Wylie indicated the common area between the north and south buildings, with outdoor seating and a BBQ area.
• Chairman McGrath inquired if there would be a “tot lot” and Mr Wylie replied there would not.
• Chairman McGrath questioned who the apartments would be marketed to and Mr Wylie indicated all the new medical development to the north and the ease of access to the freeway would provide for a wide variety of tenants.
• Mr Wylie responded to a question from Chairman McGrath regarding a small playground, and stated the open area could also incorporate a small playground.
• Garner noted the comments from COMPASS suggesting sufficient open space for recreation for the children, which would go along with a tot lot.

Planning Director Holm:
• Holm noted the 72 unit apartment complex had been submitted for Conditional Use Permit consideration in the BC zoning district.
• The subject property, advised Holm, had previously been annexed and zoned BC in 2007.
• The BC zone was recently amended to allow apartments with approval of Conditional Use Permit, stated Holm.
• Holm noted the land was currently vacant and the applicants were proposing three 24 unit, 3 story buildings, including 54 two bedroom and two bath units, 9 three bedroom and two bath units, and 9 one bedroom, one bath units.
• According to Holm, there were 144 regular parking spaces, with 3 handicap spaces, for a total of 147 parking spaces, and the applicant had indicated half of the parking spaces would be covered.
• City water, sewer and irrigation services, reported Holm, were available to the property and would be accessed from the north.
• Discussion followed regarding the proposed, one handicap parking space per building, and whether that would meet ADA compliance. Holm noted the parking would have to come into compliance with ADA regulations.
• Holm reviewed the Staff Report and recommended conditions of approval.

Jerrod Wallgren of JGT Architecture, 1212 12th Ave S, Nampa.
• Mr Wallgren stated he was the architect for the project.
• Mr Wallgren considered the proposed apartment complex would provide higher density residential units on a commercial node with great connectivity to businesses, restaurants, retail, and would be a very nice apartment project.
• In response to a question from Kehoe regarding fencing between the proposed apartments and the adjacent Advantage Machine business, Mr Wallgren stated the owners would be open to some sort of fencing along that property line.

Chairman McGrath proceeded to public testimony.

Carl Bloomquist of 115 N Jefferson St, Nampa – Opposed:
• Mr Bloomquist stated his place of employment, Advantage Machine and Hydraulic, was located at 16050 N Merchant Way, Nampa, adjacent on the east side of the subject property.
• Mr Bloomquist explained the next door business provided for machine and welding shop, repair shop, and a fabrication shop, where they work on farm machinery, construction machinery, well drilling machinery, build stuff from scratch, and work on everything.
• Mr Bloomquist considered the proposed residential development would not be appropriate for the commercial area.
• According to Mr Bloomquist, there were people delivering machinery and picking up jobs all the time, including on flat bed trucks, diesel pick-ups and were there waiting for the business to open at 8:00 a.m.
- Additionally, there were deliveries of raw materials on semi-trucks, by 8:00 a.m. and fork-lift trucks operating with back-up alarms.
- The proposed open space for the apartments, continued Mr Bloomquist, would be adjacent to the area where flat metal was stored and fork lifts would be operating all day long.
- Mr Bloomquist considered the streets surrounding the subject property were not equipped for residential traffic, because Merchant Lane was very narrow and Sand Hill Dr was more of a driveway.
- Mr Bloomquist noted all the businesses that utilize Karcher Bypass for truck traffic.
- The Advantage Machine and Hydraulics business had been there for 20 years, with an established clientele, stated Mr Bloomquist.
- Mr Bloomquist also spoke in opposition to the proposed apartment structure due to possible noise complaints, possible thefts, and damage to their property.

Dale Bradburn of 3221 N Lily Turf, Meridian, owner of Advantage Machine – Opposed:
- Mr Bradburn stated the freeway would be right in front of the proposed apartments.
- According to Mr Bradburn, it was already difficult to get out of N Merchant Way with the current traffic and suggested it would be more difficult with the cars from 72 apartments.
- Mr Bradburn noted Nampa Paving sometimes runs its operation 24 hours a day in the summer.
- Mr Bradburn inquired what type of fence would be going in to prevent the apartment residents from entering the Advantage Machine property.

Darrel Rosti of 11621 Alamo Ln, Nampa – Opposed:
- Mr Rosti stated N Merchant Way was a dead end road and noted the difficult curve to access W Karcher Rd from N Merchant Way.
- Mr Rosti considered the machine shop would be in the middle of the residential apartments.
- On any given day, continued Mr Rosti, there would be more than $2 million worth of equipment on the Advantage Machine property next door to the subject property.

Andy Bloomquist of 17077 N Lyonsdale Pl, Nampa – Opposed:
- Mr Bloomquist stated he had been part owner of Advantage Machine for the last 5 years.
- The plan was to continue the business for another 25 to 30 more years.
- Ms Bloomquist voiced concern there would be a lot of noise complaints, or unsightly complaints, from an apartment complex next door.
- Additionally, stated Ms Bloomquist, the traffic in the area was terrible all day and there was no good access.
- According to Mr Bloomquist they already had multiple issues recently with thefts from the property and considered the apartments next door would lead to many more thefis.

Mr James Wylie:
- Mr Wylie noted Sand Hill Drive had just been improved to the west near the hotel.
- Mr Wylie noted the subject property, as well as the properties to the north were also owned by the applicant and it had been set up so the rest of the surrounding land could be developed.
- According to Mr Wylie, traffic would be less with multi-family than any commercial/retail use.
- It was already known, stated Mr Wylie, the freeway was there and the machine shop was next door to the east, and the residents would know that going in.
- The applicants would be willing to comply with whatever fencing the City required.
- According to Mr Wylie, they also dealt with theft from their properties - the hotel and the office building to the north, and they work with Nampa Police.
- Chairman McGrath inquired if the apartment plans included extreme sound mitigation on the walls facing the machine shop.
- Mr Wylie stated they did not have specific plans for sound mitigation, as they were applying for Conditional Use Permit approval at the present time.
- Discussion followed regarding the issues of sound mitigation and security for the proposed apartments.

Kropp motioned and Kehoe seconded to close public hearing. Motion carried.
Badger responded to a question from Miller and stated the Karcher Overpass would not be going away but would be torn down and replaced and noted that N Merchant Way would not be terminated but would still connect to Karcher Rd.

Badger explained there had been previous conversations with the developer regarding completing more of Sand Hill Dr so it would be a full two lane connection between N Merchant Way and Karcher Bypass.

Discussion followed regarding what protected the existing businesses from all types of complaints, including noise.

McGrath inquired if the proposed apartment complex would be the right kind of infill project for the proposed location.

Miller did not think the subject property would be good for residential use.

Kropp motioned and Miller seconded to deny the Conditional Use Permit for a 72 unit apartment complex within a BC zoning district at 16056 N Merchant Way, for James R Wylie – concerning:

1. The location, size and design of the proposed 72-Unit Apartment Project will not be reasonably compatible with and will adversely affect the livability or appropriate development of the surrounding neighborhood.
2. The location, design and site planning of the proposed 72-Unit Apartment Project will not be as attractive as the nature of the use and its location and setting warrants.
3. The proposed 72-Unit Apartment Project will not enhance the successful operation of the surrounding area in its basic community function.

Motion carried with Garner, Miller, Kropp and Sellman in favor of denial, and Kehoe and Hutchings opposed to denial.

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) Decisions, Section 10-34-10: Permits’ Duration, and Section 10-34-11: Design Standards/Requirements. The proposed Code amendments are intended to reposition City Design Review standards in one location and align them with current, common architectural themes (ZTA-000008-2019).

ACTION ITEM.

Chairman McGrath proceeded to public hearing.

Planning Director Holm:

- Holm advised the proposed amendments had been compiled at the request of the Building and Site Design Review Committee.
- One part, added Holm, would deal with re-structuring how the Design Review information is located in the Ordinance, and forming a new Chapter 34, which would put all the regulations in one chapter.
- The second part, stated Holm, was to adjust a few Design Review standards within the Ordinance.
- According to Holm, one of the most important changes were those in Section 10-34-11 regarding Design Standards/Requirements pertaining to the percentage of building facades that were required to have built-in architectural treatments. The new language recognizes other treatments that could be utilized.
- Holm reviewed the suggested changes and noted the changes would bring the Ordinance in line with the practices the BDS Committee has been proceeding with, and repositioning the standards into a single chapter.

Chairman McGrath proceeded to public testimony.

No public comment forthcoming.
• Garner noted the proposed Section 10-34-3-B Applicability: Refers to 10-34-2(A) and should refer to 10-34-3(A).
• Garner continued, noting that proposed Section 10-34-9(B) Appeals of Application Process, should add the words “within 15 days” to: An Appeal of a decision by Staff may be directed to the Design Review Committee for review and action by filing a written notice of appeal with the Director “within fifteen (15) calendar days” of the date of the decision.

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

Garner motioned and Kropp seconded to recommend to City Council approval of the Amendment to the Zoning Ordinance, regarding Building and Site Design Standards review, and a new Title 10, Chapter 34, subject to:
1. Correction to: 10-34-3B to refer to 10-34-3-A.
2. Correction to: 10-34-9 B to indicate an Appeal of a decision by Staff may be directed to the Design Review Committee for review and action by filing a written notice of Appeal with the Director within fifteen (15) calendar days of the date of decision.
Motion carried.

Meeting adjourned at 10:30 p.m.

Norman L Holm, Planning Director

Nampa Planning and Zoning Commission Meeting – January 23, 2019
Page 16
MINUTES
Nampa Council on Aging/Nampa Senior Center
207 Constitution Way, Nampa, Idaho 83686
Board of Directors
January 14, 2019
Members Present: Doris Thompson, Lana Grimmett, Jan MacKenzie, Gaye Laughery, Richard Straw, Gene Dinius, Carolyn Clark, Susan Geier, Rosie Dupree, Terry Zink, Karen Stephenson, Donna Eason, Darlene Newton, Mary Herron
Members Absent (excused): Gary Hindman, Wally Binford
Guests: Kortnie Mills (Nampa Recreation Center), Sandy Levi (Nampa City Council)
Sam Atchley, Nampa Senior Center Coordinator

Call to Order. President Thompson called the meeting to order at 1:05 p.m. and asked Lana to give the invocation. A quorum was established by roll call as listed above. In the absence of Secretary Gary Hindman, Jan MacKenzie was asked to take the minutes.

Installation of Board Members. President Thompson gave the oath of office to the members who were elected at the December meeting. Darlene Newton and Karen Stephenson are interested in serving on the Board. Rosie moved and Gaye seconded they be accepted as one year board members. Motion passed and they accepted the oath of office.

Guest Speaker. Kortnie Mills, representative of the Nampa Recreation Center, presented information on Idaho’s open meeting law. Everyone received a handout; however, one item she wanted to point out was that the Senior Center needs a printed posting of the Board meetings 48 hours (excluding weekends) before the meeting, which would be 1:00 p.m. the previous Thursday as our meetings are held on Monday. Kortnie answered several questions and encouraged everyone to read the handout.

Approval of Minutes. The minutes of December 11th needed one correction, item #12; it should state the officers of the board were sworn in, not the board members. Minutes approved. Sam will make that correction.

Treasurer’s Report. Gaye reported she gave $120.00 ($40 each month for 3 months) to Doris to purchase gift cards for the Adopt-A-Senior program. She asked Rosie to explain the distribution of the monies to the Women and Children’s Shelter for gifts for the children. She will give the report before the meal on January 30th.

Coordinator’s Report. Sam reported the 50/50 raffle drawing was a resounding success, with the winner receiving $419 and the Senior Center receiving the same! There were also 2 gift basket winners. Metro Community Service (bus) announced they will not be accepting any new riders from the Nampa area until further notice. Sam read a thank note from the staff for their Christmas bonuses. Sam brought to the Board’s attention there has been discussion among folks at the Senior Center regarding
employee wages, financial deposits and other information that is discussed at the Board meetings. President Thompson stated that any information that comes before the board is to be discussed by written request only.

New Business.

1. Check signers. All checks require two signatures. The approved signers are Gaye Laughery, Susan Geier, Doris Thompson and Gene Dinius.
2. February Speaker. President Thompson asked Sandi Levi to be the speaker for the February 11th meeting.
3. Board Members’ Concerns. President Thompson asked each Board Member to speak of any concerns they might have. Most indicated they were pleased with the Center and the Board. A new board member asked about the process required to be a member of the Senior Center and if the Board members were covered by liability insurance, which were answered by Sam.
4. Liaison to Metro Community Services. President Thompson asked Karen if she would volunteer to be the liaison to Metro and give a report each month. She accepted the assignment.
5. Goals. President Thompson asked all board members to be prepared to speak at next month’s meeting on their 2019 goals for the Senior Center.

Adjournment. The meeting adjourned at 2:05 p.m. The next meeting will be at the Senior Center at 1:00 p.m. on February 11, 2019.

Respectfully Submitted

Jan MacKenzie, Acting Secretary

[Signature]

Doris A. Thompson, Pres.
CITY OF NAMPA

NAMPA BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

Minutes of the Regular Monthly Committee Meeting

January 10, 2018

The regular monthly meeting of the Nampa Bicycle and Pedestrian Advisory Committee (NBPAC) was held at Nampa City Hall, City Council Chambers, on Thursday, January 10, 2019, beginning at 4:00 P.M., pursuant to notice duly posted by the City Clerk and provided to the individual committee members by e-mail. Present at the meeting were the following:

Committee Members:  
LaRita Schandorff, Chair  
Bruce Wiley  
Philip Peterson  
Jeremy Robbins  
Micki Kawakami  
Kasey Ketterling  
Adam Haynes

Nampa City Council:  
Sandi Levi (Not Present)

City of Nampa Staff:  
Cody Swander  
Jeff Barnes  
Clemente Salinas  
Kyle Christensen

Guests:  
Alex Hackett, Safe Routes to School  
Rachel Haukkala, COMPASS
1. **Welcome.** LaRita Schandorff opened the meeting at 4:00 P.M.

2. **Approval of minutes of the previous meeting.** It was noted by LaRita Schandorff that the minutes of the previous meeting held in December had been sent by e-mail to all members of the committee; and she asked if there were any corrections or additions to the minutes. It was discussed to strike item seven from the meeting minutes. Upon motion duly made, seconded, and unanimously carried, the minutes of the previous meeting were approved as modified.

3. **Changes to agenda.** LaRita Schandorff noted that the proposed agenda had been posted by the City Clerk prior to the meeting and e-mailed to the committee members; and she asked for any additions or other changes for the proposed agenda. An addition raised was under Old Business was to discuss Bike Repair Stations and discussion about Adam Haynes resignation.

**Communications**

4. **Vote for 2019 officers: Chair, Vice Chair, Secretary**
   - Votes postponed due to two voting members absent.
   - Vice Chairman Adams Haynes resigned 1-11-2019. It was proposed to coordinate with the City of Nampa Communication Manager to issue a press release to assist in search of possible replacement candidates.

5. **Progress on selection of consultant for Bike/Ped/Pathway Plan update**
   - Jeff Barnes, Deputy Public Works Director, communicated that he had contacted Alta Planning and Design, they will submit request for qualifications to be placed on the Miscellaneous Engineering Services category. Alta to submit scope and LaRita to be included in scoping discussion. Committee made motion to recommend to City Council for Alta as the preferred consultant and to proceed with the scope of work. Item to be on agenda for City Council meeting February 19, 2019.

6. **Discuss puncture vine eradication campaign ideas**
   - LaRita presented the following recommendations for Puncturevine Eradication Campaign.

**Recommendation:**
To form a task force charged with the responsibility of creating a multifaceted positive campaign to educate the community regarding the noxious weed, puncturevine, and rally the community to remove and destroy plants. The task force will meet as needed between Jan and August to accomplish task and will submit a final report to this committee by Sept. 1, 2019.
Why
Problem has grown in recent years due to lack of concerted efforts and lack of public education. 70% interested but unsure about using multimodal are discouraged by flat tires on bikes, strollers, mobility devices, injured pets. Reducing problem would encourage more to ride, walk/
Residents who don't ride or walk are often unaware of issue.
Residents lack understanding of plant characteristics and impact on environment.
City code enforcement focused on general weed control.

Current process (per Kent Lovelace, code enforcement supervisor)
1. Complaint received, entered into database
2. Letter to property owner, given 10 days to correct
3. Letter #2 sent if not corrected, additional 20 days to correct
4. If not corrected sends contractor to solve at property owners expense
5. If not paid, lien placed on property and/or
6. Misdemeanor citation issued which means court date, additional 30 days
7. City tries to avoid sending to court

Brochure describing types of weeds only included in letter #2 Spraying every 2 weeks all season or physical removal and destruction

Suggested stake holders
Code enforcement
County weed abatement
Parks Dept.
Streets Dept
Community development, CDBG project
Republic waste
Ross Garvin, probation officer
Amy Bowman, community information officer
Media outlets
Mayor’s Teen Council

Motion made by Bruce Wiley, seconded by Phillip Peterson to create task force to follow through with the recommendation of creating a Puncturevine Eradication Campaign. All in favor aye.

Old Business

7. Bike Repair Stations
   • Status of the stations Stoddard Trail has been removed. Station at the Public Swimming Pool has been destroyed. Station at the Recreation Center is okay. Station at the Library, the cables are cut, and the pump head magnets were removed.
• Motion to remove all but the recreation center station due to excessive repair/replacement costs.

New Business

8. Zone D Map showing planned areas for maintenance
   • Jeff Barnes provided a staff report on the anticipated chip seal locations within asset management zone D. It was requested that the NBPAC members review the locations and provide feedback indicating where potential bicycle and pedestrian improvements can be made with striping.
   • During discussion issues were brought up regarding the bike lane striping along Garrity Boulevard. Question was asked why the bike lane stops at North Venice Street, Engineering will investigate this.
   • Right of way signage within the bicycle lanes are problematic during low light hours.
9. **Construction Update**
   - Clemente Salinas provided a construction update regarding the Greenhurst Road Rebuild project and the FY18 Water Improvement projects.
   - Greenhurst Road Rebuild is a two-phased road reconstruction project between Midland Boulevard and Juniper Street. Phase one construction improvements include a new culvert at the Wilson Drain and Greenhurst Road, replacement of the Bray Lateral crossing, and full depth roadway reconstruction from 12th Avenue to Juniper Street. Phase two construction will rebuild Greenhurst Road from Midland Boulevard to 12th Avenue beginning after school releases in June and completing before the start of school in August. Contractor to begin work on the first phase of construction 1/14/2019.
   - FY18 Water Improvement project will install a water main in three different locations; near Centennial Elementary School, Arrowhead Drive, and West Blaine Avenue. Construction on this will begin at the irrigation crossings beginning with Centennial Elementary School, followed by Arrowhead Drive, and wrapping up with West Blaine Avenue. Contractor to begin work on 1/14/2019 near Centennial Elementary.

10. **Update on Bicycle Friendly Application**
    - LaRita and Alex gave a report on the progress of updating the bicycle plan application.
    - LaRita asked for help in completing the application from Engineering and Enforcement staff as there are questions that she cannot answer.

11. **Adjournment**
    Time: 5:05PM

Clemente Salinas
Assistant City Engineer
EXHIBIT A
PAYMENT REQUEST FORM

Community First National Bank, Escrow Agent under an Escrow Agreement dated as of 8/30/2018, by and among the said Escrow Agent, Community First National Bank (Lessor), and the City of Nampa, (Lessee) is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporation designated below as payee, the amount set forth opposite each such person's firm's or corporation's name, in payment of the Acquisition Costs (as defined in said Escrow Agreement) of the Equipment described on the attached page(s) designated opposite such Payee's name and account.

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By executing this Payment Request Form the Lessee hereby represents that the Payee or Payees listed above who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested above by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees.

Partial Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a request for a partial release of funds from the Escrow Account to pay for a portion of the Equipment: (1) Invoice from the Vendor, (2) copy of the agreement between Lessee and Vendor (if requested by the Lessor or Escrow Agent), (3) front and back copy of the original MSO/Title (if payment from Escrow Account is for a chassis) listing Community First National Bank and/or its assigns as the first lien holder. By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto in a proportionate amount of the total Rental Payment. By executing this Payment Request Form Lessee agrees that Lessee is the title owner to this portion of the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to this portion of the Equipment and keep the Lease in full force and effect.

Final Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a final release of funds from the Escrow Account: (1) Final Vendor Invoice, (2) Signed Acceptance Certificate, (3) Insurance Certificate, (4) front and back copy of the original MSO/Title listing Community First National Bank and/or its assigns as first lien holder (if not already received). By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto. By executing this Payment Request Form Lessee certifies that Lessee is the title owner to the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to the Equipment and keep the Lease in full force and effect.

LESSEE:
City of Nampa

Debbie King, Mayor, OR Phillip W. Roberts, Fire Chief

Date
ROSENBAUER SOUTH DAKOTA, LLC
100 Third Street • Lyons, SD 57041-0057
Phone: (605) 543-5591 • Fax: (605) 543-5074

SOLD TO:
City of Nampa
Attn: Nampa Fire Dept.
401 3rd Street S.
Nampa, ID 83651

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SALES AMT $205,934.00
FREIGHT $0.00
STATE TAX $0.00
CITY TAX $0.00
TOTAL $205,934.00
# Invoice
**Rosenbauer South Dakota, LLC**

100 3rd St  
Lyons, SD 57041 USA  
Phone: (605) 543-5591  
Fax: (605) 543-5074

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<td>JOB# 17722</td>
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This is an original invoice. Please pay from this invoice.  
Thanks

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<td>Trade Discount</td>
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**Balance USD** 604.00
# Invoice

Rosenbauer South Dakota, LLC

100 3rd St  
Lyons, SD 57041 USA  
Phone: (605) 543-5591  
Fax: (605) 543-5074

<table>
<thead>
<tr>
<th>Sold To</th>
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| NAMPA FIRE DEPARTMENT  
820 2ND STREET SOUTH  
NAMPA, ID 83651 USA | NAMPA FIRE DEPARTMENT  
820 2ND STREET SOUTH  
NAMPA, ID 83651 USA |

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<th>Description</th>
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This is an original invoice. Please pay from this invoice.

Thanks

Subtotal: 604.00  
Freight: 0.00  
Sales Tax: 0.00

Trade Discount: 0.00

Balance USD: 604.00
November 19, 2018

City of Nampa
Phil Roberts
411 3rd Street South
Nampa, ID 83651

Re: Lease Agreement

Dear Phil:

Please find enclosed a fully executed copy of the lease agreement for the financing of Two (2) 2018 Rosenbauer Pumpers for your files. If you have any questions regarding these documents, please do not hesitate to contact us. When the equipment is ready for delivery please contact Community Leasing Partners at 888.777.7850 and we will work with you and the vendor to get the final items needed to process payment for the equipment.

We appreciate the opportunity to work with you on this lease and look forward to the next time we can be of service to you. I have enclosed a business card for Blake Kaus as a quick reference for any future financing requests you may have.

In accordance with the provisions of the lease agreement we have assigned this transaction to one of our funding partners, First State Bank of the Florida Keys. However Community First National Bank will be servicing this transaction for the duration of the lease term on behalf of First State Bank of the Florida Keys. All questions relating to your contract regarding payments, titling and insurance should be directed to our servicing department as listed below.

All future payments should be sent to:
Community First National Bank
RE Lease # NAMID2018-08E
215 S. Seth Child Road
Manhattan, KS 66502
785.323.1111

At Community Leasing Partners we strive to provide each customer with the highest level of service and believe we can only get better if we listen to our customers. Please feel free to provide any feedback pertaining to your experience with us to info@clpusa.net or via phone at 888.777.7850. Your information will be kept confidential unless you indicate otherwise.

Thank you for choosing Community Leasing Partners!

Sincerely,

Ethan Kaus

Office Assistant
Enclosures
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

LESSEE: City of Nampa

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 8/30/2018, and entered into between Community First National Bank 215 S. Seth Child Road, Manhattan, KS 66502, ("Lessor"), and City of Nampa, 411 3rd Street South, Nampa, ID 83651 a body corporate and politic duly organized and existing under the laws of the State of Idaho ("Lessee");

RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules"); and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment" subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as a body corporate and politic.

(c) Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.

(d) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(e) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.

(f) Lessee has compiled or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.

(g) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.

(h) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.

(i) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(j) The Equipment is, and during the Lease Term will remain personal property and when subjected to sale by the Lessee, will not be or become fixtures.

(k) The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

(l) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.

(m) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other such agreement in the past five (5) years as a result of insufficient funds being appropriated therefor.

(n) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(o) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(p) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have no been expended for other purposes.

(q) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplation for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(r) All representations, warranties and covenants of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(s) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.
ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.


"Commencement Date" means, with respect to any Schedule, the date when the Lease Term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commences, which date will be the earlier of (i) the date of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Escrow Agreement" means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the initial acquisition of the Equipment listed therein.

"Lease" means, at any time, (i) if none of Lessor's Interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's Interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's Interest in, to and under any Schedule or Schedules have been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease or Schedule.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's Interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's Interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessor in effect at that Commencement Date.

"Purchase Option Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Option Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to Section 4.08 or Section 6.04. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. TERM. The original term (the "Original Term") of each Schedule shall begin on the Commencement Date, and Interest shall accrue from, the Commencement Date and shall expire absolutely and without further obligation on the part of Lessee at midnight on the last day of the fiscal year in which the related Schedule was executed, subject to Lessor's option to extend the term of such Schedule, a "Renewal Term", and collectively, "Renewal Terms") to pay the total Rent Payments identified in the related Schedule. Each Renewal Term under each Schedule shall terminate absolutely and without further obligation on the part of Lessee at midnight on the last day of each succeeding fiscal year that is a Renewal Term, unless such Schedule has been renewed as set forth herein. Lessor's option to extend the term of any Schedule shall be exercised by the adoption by the governing body of Lessee of a final budget in accordance with applicable law which appropriations are sufficient to pay the rental payments and all additional amounts for which Lessee is or may become responsible for under a Schedule for the next succeeding Renewal Term as provided in the related Schedule. The adoption of such final budget, in compliance with the procedures required by applicable law, shall extend the term of each Schedule with respect to which such action is taken for the succeeding Renewal Term without any further action required by any officers or officials of Lessee. Within ten (10) days after the adoption of such final budget, Lessee shall deliver written notice to Lessor stating that Lessee has extended the term of each related Schedule. Upon Lessor's receipt of such final budget, Lessee expressly consents to the extension of the term of the applicable Schedule for an additional Renewal Term, without any further action required by Lessor. The terms and conditions of any Renewal Term of a Schedule shall be the same as the terms and conditions during the Original Term of such Schedule, except that the basic Rental Payments shall be as provided in the related Schedule. The "Lease Term" for each Schedule means the Original Term and all Renewal Terms therein provided. The Commencement Date for a given Schedule shall be identified on the related Schedule. Lessor authorizes Lessee to insert the applicable Commencement Date on the related Schedule.

Section 3.03. Return of Equipment or Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier to the location specified by Lessor.

Section 3.04. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

(a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;

(b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;

(c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;

(d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall
be a decision solely within lessor's discretion. lessee will cooperate with lessor in lessor's review of any proposed schedule. without limiting the foregoing, lessee will provide lessor with any documentation or information lessor may request in connection with lessor's review of any proposed schedule. such documentation may include, without limitation, documentation concerning the equipment and its contemplated use and location and documentation or information concerning the financial status of lessee and other matters related to lessee.

article iv. rental payments
section 4.01. rental payments to constitute a current expense of lessee. lessee and lessee understand and intend that the obligation of lessee to pay rental payments hereunder shall constitute a current expense of lessee and shall not in any way be construed to be a debt of lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by lessee, nor shall anything contained herein constitute a pledge of the general tax revenue, funds or monies of lessee.

section 4.02. payment of rental payments. lessee shall pay rental payments, from any and all legally available funds, in lawful money of the united states of america, exclusively to lessor or, in the event of assignment by lessor, to its assignee, in the amounts and on the dates set forth in each schedule. rental payments shall be in consideration for lessee's use of the equipment during the applicable year in which such payments are due. the rental payments shall be payable without notice or demand at the office of lessor (or such other place as lessee may from time to time designate in writing). if any rental payment or other sum payable under any schedule is not paid when due, lessee shall pay to lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 10% or the maximum rate allowed by law. in the event that it is determined that any of the interest components of rental payments may not be excluded from gross income for purposes of federal income taxation, lessee agrees to pay to lessor promptly after any such determination and on the date of each rental payment thereafter an additional amount determined by lessor to compensate lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

section 4.03. interest and principal components. a portion of each rental payment is paid as, and represents payment of, interest, and the balance of each rental Payment is paid as, and represents payment of, principal. each schedule will set forth the interest component and the principal component of each rental Payment during the lease term.

section 4.04. rental payments to be unconditional. the obligations of lessee to make payment of the rental Payments required under this article iv and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided to the contrary, by the lessor or lessee, and any other dispute between lessor and lessee, or any other person, lessee shall make all payments of rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this agreement. lessee's obligation to make rental payments during the original term or the then-current renewal term for each schedule shall not be abated through accident or unforeseen circumstances.

section 4.05. non-appropriation. lessee is obligated to pay such rental Payments under this agreement (and any additional amounts due hereunder, if applicable) as may lawfully be made from funds budgeted and appropriated for that purpose during lessee's then current fiscal year. should lessee fail to budget, appropriate or otherwise make available funds to pay rental Payments under a lease following the then current original term or renewal term, that lease shall be deemed terminated at the end of the then current original Term or renewal Term. lessee agrees to deliver written notice to lessor of such termination at least 60 days prior to the end of the then current original Term or renewal Term, but failure to give such written notice shall not extend the term beyond such original Term or renewal Term.

article v. title to equipment; security interest; option to purchase
section 5.01. title to the equipment. upon acceptance of the equipment by lessee, title to the equipment and any and all additions, repairs, replacements or modifications shall vest in lessee, subject to the rights of lessor under this agreement; provided that title to the equipment that is subject to any lease shall thereafter immediately and without any action by lessee vest in lessor, and lessee shall immediately surrender possession of that equipment to lessor, upon (a) any termination of the lease other than termination pursuant to section 5.04, or (b) the occurrence of an event of default with respect to that lease. it is the intent of the parties hereto that any transfer of title to lessee pursuant to this section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. lessee shall, nevertheless, execute and deliver any such instruments as lessor may request to evidence such transfer.

section 5.02. security interest. to secure the payment of all lessee's obligations under this agreement, lessee grants to lessor a security interest constituting a first lien on (i) the equipment and on all additions, attachments, accessions, that are considered to be an integral part of the equipment, and substitutions therefor, and on any proceeds thereof, and (ii) the acquisition fund established under any escrow agreement entered into in connection therewith. lessee agrees to execute such additional documents, in form satisfactory to lessor, which lessor deems necessary or appropriate to establish and maintain its security interest in the equipment. lessee hereby authorizes the filing of financing statements under the uniform commercial code in connection with the security interest granted hereunder.

section 5.03. personal property. lessor and lessee agree that the equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the equipment or any part thereof may be or hereafter become in any manner physically affixed to or attached to real estate or any building thereon. upon the request of lessor, lessee will, at lessee's expense, furnish a waiver of any interest in the equipment from any party having an interest in any such real estate or building.

section 5.04. option to purchase. lessee shall have the option to purchase lessor's interest in all (but not less than all) of the equipment described in any schedule, upon giving written notice to lessee at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:
(a) on the date of the last rental payment set forth in that schedule (assuming this agreement is renewed at the end of the original term and each renewal term), if the agreement is still in effect on such day, upon payment in full to lessor of the rental Payments and all other amounts then due under that schedule plus one dollar;
(b) on the last day of the original term or any renewal term then in effect, upon payment in full to lessor of the rental Payments and all other amounts then due under that schedule plus the then applicable purchase option price set forth in that schedule; or
(c) in the event of substantial damage to or destruction or condemnation of substantially all of the equipment listed in that schedule on the date specified in lessor's written notice to lessee of its exercise of the purchase option upon payment in full to lessor of the rental Payments and all other amounts then due under that schedule, including, without limitation, interest accrued to the date of payment, plus the then applicable purchase option price set forth in that schedule.

article vi. delivery, maintenance; modification; taxes; insurance and other charges
section 6.01. delivery. installation and acceptance of equipment. lessor shall deliver the equipment, cause the equipment to be delivered and installed at the locations specified in the schedules and pay any and all delivery and installation costs in connection therewith. when the equipment listed in any schedule has been delivered and installed, lessee shall immediately accept such equipment and evidence said acceptance by executing and delivering to lessor an acceptance certificate in the form attached hereto as exhibit h. in the event that lessee's acceptance certificate is not delivered, no item of the equipment will be moved from the location specified for it in the schedule on which that item is listed without lessee's consent, which consent shall not be unreasonably withheld. lessee shall have the right at all reasonable times during regular business hours to enter into and upon the property of lessee for the purpose of inspecting the equipment.
section 6.02. maintenance of equipment by lessee. lessee agrees that at all times during the lease term lessee will, at lessee's own cost and expense, maintain, preserve and keep the equipment in good repair, working order and condition, and that lessee will from time to time make or cause to be made

~ 5 ~MuniStd-ID-city
all necessary and proper repairs, replacements and renewals. Lessee shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment. Lessee shall not make any material modifications to the Equipment without the prior consent of Lessor.

Section 5.02. General Taxes. Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessee and governmental charges and an additional insurance premium, if any) whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code. Lessee acknowledges that Lessor’s yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being excluded from Lessor’s income pursuant to the Code.

Section 6.05. Title Insurance. At the own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the replacement cost of the Equipment; (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessee and (c) workers’ compensation coverage as required by the laws of the State; provided that, with Lessor’s prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further, that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, and shall be such as to protect Lessor as a loss payee as additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessor as their respective interests may appear.

Section 6.06. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessee may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or similar equipment or replacements as are necessary and provide for payment thereof; and all sums so advanced therefore by Lessor shall constitute additional rental for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 7.01. Risk of Loss. Lessee is responsible for the entire risk of loss of or damage to or destruction of the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

Section 7.02. Damage, Destruction and Condemnation. If (a) the Equipment is listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the lease of eminent power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any Insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 6.04. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 7.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.04, purchases Lessor’s interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement, and any costs thereof, shall be paid to Lessor.

Section 7.04. Use of Net Proceeds. Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR’S WARRANTIES: USE OF THE EQUIPMENT

Section 8.01. Disclaimer of Warranties. LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee’s use of any item or products or service provided for in this Agreement.

Section 8.02. Vendor’s Warranties. Lessee hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee’s sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 8.03. Use of the Equipment. Lessee will install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement, Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including without limitation, with respect to the use, maintenance and operation of the Equipment) with all laws and conditions of the jurisdiction in which its operations involving any item of Equipment may extend and any legislative, regulatory, administrative, judicial or public body exercising any power or jurisdiction over the items of the Equipment provided; however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

Section 8.04. Essential Nature of the Equipment. Lessee acknowledges and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 9.01. Assignment by Lessee. Lessor’s interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessee at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form to comply with Section 149(e) of the Code. No such assignment shall be binding on Lessee until it has received written ~ 6 ~ MuniStd-D-city
notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 9.02. Assignment and Subleasing by Lessee. None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned, subleased, pledged or otherwise encumbered by Lessee without the prior written consent of Lessor.

Section 9.03. Indemnification for Liabilities. To the extent permitted by law, Lessee shall indemnify, defend, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as a result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, possession, delivery, rejection, resale, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default Defined. Subject to the provisions of Section 4.05, any of the following events shall constitute an "Event of Default" under any Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;
(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
(c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date made;
(d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or if Lessee shall affirmatively deny that it has any further liability or obligation under that Lease;
(e) Lessee shall, (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be insolvent, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding;
(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without application, approval or consent, and such order, judgment or decree shall continue unaltered and in effect for any period of 30 consecutive days.

Section 10.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;
(b) With or without terminating that Lease, Lessee may, upon 5 days written notice to Lessee, enter the premises where any Equipment that is subject to that Lease is located and take possession of that Equipment or require Lessor at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessee at such place within the United States as Lessor shall specify, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease plus the then-applicable Purchase Option Price for that Equipment and (ii) the net proceeds of any sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term; and
(c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Lease or as the owner of any or all of the Equipment that is subject to that Lease.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(d) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;
(e) With or without terminating that Schedule, Lessee may, upon 5 days written notice to Lessee, enter the premises where the Equipment listed in that Schedule is located and take possession of that Equipment or require Lessor at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessee at such place within the United States as Lessor shall specify, and sell or lease the Equipment or, for the account of Lessee, sublease that Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to that Schedule and other amounts related to that Schedule and the Equipment listed therein that are payable by Lessee hereunder plus the then applicable Purchase Option Price for that Equipment, and (ii) the net proceeds of any such sale, lease or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Schedule plus the remaining Rental Payments and other amounts payable by Lessee under that Schedule to the end of the then current Original Term or Renewal Term; and
(f) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Schedule, this Agreement with respect to that Schedule and the Equipment listed therein.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

Section 10.03. No Remedy Exclusive. No remedy conferred upon or reserved to Lessee by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease. No delay or omission to exercise any right or power accruing upon any default shall impair such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.
Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

Section 10.05. Application of Moneys. Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.

(b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

ARTICLE XI. MISCELLANEOUS

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.03. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.05. Amendments, Changes and Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 11.06. Execution in Counterparts; Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. To the extent permitted by law, Lessee agrees to waive its right to a trial by jury.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Lessee and Lessor have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lease No. NAMID2018-08E

LESSEE:  
City of Nampa  
Debby Kling, Mayor

LESSOR:  
Community First National Bank  
Signature: Blake Kaus, VP

Name and Title

~ 8 --MuniStd-ID-city
EXHIBIT A

SCHEDULE OF EQUIPMENT NO. 01, DATED 8/30/2018

Counterpart No. 1,

LESSOR’S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of 8/30/2018, between Community First National Bank, as Lessor, and City of Nampa, as Lessee.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").

2. Equipment. The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as Attachment 1, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereto.

3. Payment Schedule. The Rental Payments and Purchase Option Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as Attachment 2 hereto.

4. Representations, Warranties and Covenants. Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.

5. The Master Equipment Lease. This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

Lessee Number: NAMID2018-08E

LESSEE:
City of Nampa

Debbie King, Mayor

LESSOR:
Community First National Bank

Signature
Blake Kaus, VP

Name and Title
ATTACHMENT 1
EQUIPMENT DESCRIPTION

RE: Schedule of Equipment No. 01, dated 8/30/2018, to Master Equipment Lease Purchase Agreement, dated as of 8/30/2018, between Community First National Bank, as Lessor, and City of Nampa, as Lessee.

Lease Number: NAMID2018-08E

Two (2) 2018 Rosenbauer Pumpers  VIN# 54F2CB612JWM12191 and 54F2CB614JWM12192

With a total acquisition cost of $98,796.00; together with all additions, accessions and replacements thereto, Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment will be stored after delivery: 5th 3 7935 Bench Lane, Nampa
5th 4 2112 Flamingo Ave, Nampa

LESSEE:
City of Nampa

Debbie Kling, Mayor
ATTACHMENT 2
PAYMENT SCHEDULE

RE: Schedule of Equipment No. 01, dated 8/30/2018, to Master Equipment Lease Purchase Agreement, dated as of 8/30/2018, between Community First National Bank, as Lessor, and City of Nampa, as Lessee.

Lease Number: NAMID2018-08E

Commencement Date of Schedule: 8/30/2018

Amount Financed: $663,546.00

AMORTIZATION SCHEDULE

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Grand Totals: $763,586.16 $100,040.16 $663,546.00

LESSEE:
City of Nampa

Debbie Kling, Mayor
EXHIBIT B

LESSEE RESOLUTION

Schedule of Equipment No. 01, dated 8/30/2018, to Master Equipment Lease Purchase Agreement, dated as of 8/30/2018, between Community First National Bank, as Lessor, and City of Nampa, as Lessee.

WHEREAS, City of Nampa, is a municipality organized and operating pursuant to Idaho Code, Title 50, and is responsible for the protection of property against fire & the preservation of life, therefore, in order to prevent and extinguish fires, shall have the power to erect engine houses, to purchase or lease fire engines and all other apparatus to maintain a fire department; to provide water for fire purposes in the City, in such manner as the council may by ordinance prescribe, and;

WHEREAS, it is an ordinary and necessary expense of municipalities within the State of Idaho to provide for the ownership of and use of fire apparatus and equipment, as referred by the Idaho Supreme Court in the case of Thomas v. Glindeman. 33 Idaho, 394, 195 p. 92; and,

WHEREAS, the City of Nampa, has need for Two (2) 2018 Rosenbauer Pumpers in order to meet what has been determined by the municipality as a necessary expense in order to meet the requirements set forth under Idaho Code, Title 50, Chapter 3,

NOW, THEREFORE,

BE IT RESOLVED, that the obtaining, Master Equipment Lease Purchase Agreement (with non-appropriations clause) of Two (2) 2018 Rosenbauer Pumpers for the benefit of the municipality, that the City of Nampa, declares the obtaining of said Two (2) 2018 Rosenbauer Pumpers by Master Equipment Lease Purchase Agreement upon reasonable terms, is an ordinary and necessary expense of the municipality in order to accomplish the purposes and duties of the municipality in the protection of property, and prevention and extinguishment against fire.

I, the undersigned, the duly appointed, qualified and acting City Clerk of the above captioned Lessee do hereby certify this date [October 4, 2018], as follows:

(1) Lessee did, at a meeting of the governing body of the Lessee held on [October 4, 2018], by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. 01 (the "Schedule") for the benefit of the Lessee and to accomplish the purpose and goals of the District, hereby appoint on its behalf by the following named representative of the Lessee, to witness:

Authorized Signer: Debbie Kling, Mayor

(2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

(3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.

(4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.

(5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
(6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.

(7) The fiscal year of Lessee is from [1/1/2018] to [12/31/2019].

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this resolution.

**City of Nampa**

**Attested By:**

[Signature]

Phillip Roberts, Chief

**Certified By:**

[Signature]

Deborah Bishoo, City Clerk
October 4, 2018

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Re: Lessee: City of Nampa

Ladies and Gentlemen:

As legal counsel to City of Nampa (the “Lessee”), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 8/30/2018, and Exhibits thereto by and between Community First National Bank (the “Lessor”) and Lessee, Schedule of Equipment No. 01, dated 8/30/2018, and a certain Escrow Agreement dated as of 8/30/2018, (collectively, the “Agreement”) by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the “Equipment”); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement; and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

(1) Lessee’s true and correct name is City of Nampa.
(2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
(3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
(4) The Agreement has been duly authorized, executed and delivered by Municipality, and constitutes the legal, valid and binding obligations of Municipality, enforceable according to their respective terms, except to the extent that the enforcement thereof may be limited by bankruptcy, insolvency, moratorium or other laws affecting the enforcement of creditor’s rights generally or usual equity principles in the event equitable remedies should be sought. Notwithstanding the foregoing, the Idaho Supreme Court has not published an opinion deciding the constitutionality of a
transaction such as that represented by the Agreement, which contains a lease term annually renewable by appropriation of the Municipality. However, several Idaho district court confirmation orders have found similar annually renewable lease transactions of municipal entities to be valid. Although I cannot guaranty the outcome of an Idaho court decision on this issue, in my opinion there is a sound and meritorious legal basis for an Idaho court to uphold the validity and enforcement of the Agreement.

5. The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meetings laws, public bidding laws and all other applicable state or federal laws; and

6. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment, collectively, the Agreement.

7. The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.

8. No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.

9. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.

10. The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.

11. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Very truly yours,

HAMILTON, MICHAELSON & HILTY, LLP

MARK HILTY
MH, at
BANK QUALIFIED CERTIFICATE

RE: Schedule of Equipment No. 01, dated 8/30/2018, to Master Equipment Lease Purchase Agreement, dated as of 8/30/2018, between Community First National Bank, as Lessor, and City of Nampa, as Lessee.

Whereas, Lessee hereby represents it is a "Bank Qualified" Issuer for the calendar year in which the above referenced Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than $10,000,000 dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates the above referenced Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the above referenced Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee will not designate more than $10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".

2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the above referenced Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than $10,000,000.

**LESSEE:**
City of Nampa

[Signature]
Debbie Kling, Mayor
INSURANCE COVERAGE REQUIREMENTS

Lessee: City of Nampa

Please mark one of the following:

☑ Pursuant to Section 6.05 of the Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

☐ Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance. Coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

Equipment to be insured: Two (2) 2018 Rosenbauer Pumpers

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns
215 S. Seth Child Road
Manhattan, KS 66502

INSURANCE REQUIREMENTS:

1. LIABILITY
   ☑ $1,000,000.00 Aggregate Bodily Injury
   ☑ $1,000,000.00 Combined Single Limit per Occurrence
   ☑ Community First National Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

2. PHYSICAL DAMAGE
   ☑ All risk coverage to guarantee proceeds sufficient to cover the replacement cost of the equipment.
   ☑ Community First National Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

3. ENDORSEMENT
   ☑ Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.
   ☑ Deductibles should be listed on the Certificate of Coverage

THE CERTIFICATE SHOULD BE
EMAILED TO morganherpich@clpusa.net
OR FAXED TO: 888.777.7875

<table>
<thead>
<tr>
<th>Insurance Company Name:</th>
<th>Combo Counties Risk Management Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agents Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>3100 So Vista Ave Suite 300</td>
</tr>
<tr>
<td>City:</td>
<td>Boise</td>
</tr>
<tr>
<td>State:</td>
<td>Idaho</td>
</tr>
<tr>
<td>Zip:</td>
<td>83705</td>
</tr>
<tr>
<td>Phone:</td>
<td>208 - 334 - 3100</td>
</tr>
<tr>
<td>Fax:</td>
<td>Email:</td>
</tr>
</tbody>
</table>

LESSEE:
City of Nampa,

Debbie Kling, Mayor
INVOICE INSTRUCTIONS

RE: Schedule of Equipment No. 01, dated 8/30/2018, to Master Equipment Lease Purchase Agreement, dated as of 8/30/2018, between Community First National Bank, as Lessor, and City of Nampa, as Lessee.

Lease Number: NAMID2018-08E

Equipment Description: Two (2) 2018 Rosenbauer Pumpers

Please provide contact information for billing and invoicing purposes.

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>P.O. Box/Street:</td>
<td>820 2nd St. South</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>Nampa, Idaho 83651</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>208-460-5700</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:parkd@cityofnampa.us">parkd@cityofnampa.us</a></td>
</tr>
</tbody>
</table>
NOTICE OF ASSIGNMENT

October 4, 2018

City of Nampa
411 3rd Street South
Nampa, ID 83651

RE: Schedule of Equipment No. 01, dated 8/30/2018, to Master Equipment Lease Purchase Agreement, dated as of 8/30/2018, between Community First National Bank, as Lessor, and City of Nampa, as Lessee. Along with the Escrow Agreement entered into as of 8/30/2018.

Please be advised that Community First National Bank has assigned all its right, title and interest in, to and under the above referenced Master Equipment Lease Purchase Agreement (the "Agreement"), the Equipment leased thereunder and the right to receive Rental Payments thereunder to the following assignee:

First State Bank of the Florida Keys
1201 Simonton Street
Key West, FL 33040

Community First National Bank will be the servicing this lease and all Rental Payments and payment of the Purchase Option Price due under the Agreement will be made to:

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

ACKNOWLEDGED AND ACCEPTED:

City of Nampa

Debbie Kling, Mayor

*Lessor may at a future date desire to assign this lease agreement. At this time, a specific Assignee is undetermined. At such time Lessor determines a need to assign this lease; Lessee will be provided with a completed copy of this page for their records and be made aware of any changes in where to send the rental payments going forward. This assignment option is outlined in Article IX of the Master Equipment Lease Purchase Agreement.
# Information Return for Tax-Exempt Governmental Bonds

**Part I Reporting Authority**

- **1 Issuer's name:** [Redacted]
- **2 Issuer's employer identification number (EIN):** 82-6000231
- **3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions):** [Redacted]
- **3b Telephone number of other person shown on 3a:** [Redacted]
- **4 Number and street (or P.O. box if mail is not delivered to street address):** 411 3rd Street South
- **5a Room/suite:** [Redacted]
- **5b Report number (For IRS Use Only):** [Redacted]
- **6 City, town, or post office, state, and ZIP code:** Nampa, ID 83686-5798
- **7 Date of issue:** 8/30/18
- **8a Name of issue:** [Redacted]
- **8b DUNS number:** [Redacted]

### Master Equipment Lease Purchase Agreement

- **10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions):** [Redacted]
- **10b Telephone number of officer or other employee shown on 10a:** [Redacted]

**Part II Type of Issue (enter the issue price). See the instructions and attach schedule.**

- **11 Education**
- **12 Health and hospital**
- **13 Transportation**
- **14 Public safety**
- **15 Environment (including sewage bonds)**
- **16 Housing**
- **17 Utilities**
- **18 Other. Describe ▶ SCBAs, Turnout Gear or Loose Equipment**
- **19a If bonds are TANs or RANs, check only box 19a**
- **19b If bonds are BANs, check only box 19b**
- **20 If bonds are in the form of a lease or installment sale, check box**

**Part III Description of Bonds. Complete for the entire issue for which this form is being filed.**

<table>
<thead>
<tr>
<th>(a) Final maturity date</th>
<th>(b) Issue price</th>
<th>(c) Stated redemption price at maturity</th>
<th>(d) Weighted average maturity</th>
<th>(e) Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/1/24</td>
<td>$685,546.00</td>
<td>N/A</td>
<td>6 years</td>
<td>3.940 %</td>
</tr>
</tbody>
</table>

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

- **22 Proceeds used for accrued interest:** N/A
- **23 Issue price of entire issue (enter amount from line 21, column (b)):** N/A
- **24 Proceeds used for bond issuance costs (including underwriters' discount):** N/A
- **25 Proceeds used for credit enhancement:** N/A
- **26 Proceeds allocated to reasonably required reserve or replacement fund:** N/A
- **27 Proceeds used to refund prior tax-exempt bonds. Complete Part V:** N/A
- **28 Proceeds used to refund prior taxable bonds. Complete Part V:** N/A
- **29 Total (add lines 24 through 28):** N/A
- **30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here):** N/A

**Part V Description of Refunded Bonds. Complete this part only for refunding bonds.**

- **31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded:** N/A years
- **32 Enter the remaining weighted average maturity of the taxable bonds to be refunded:** N/A years
- **33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY):** N/A
- **34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY):** N/A

For Paperwork Reduction Act Notice, see separate Instructions.
**Part VI  Miscellaneous**

35  Enter the amount of the state volume cap allocated to the issue under section 141(b)(5).

36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions.

   b Enter the final maturity date of the GIC <(MM/DD/YYYY)

   c Enter the name of the GIC provider

37  Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units.

39a If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:

   b Enter the date of the master pool bond <(MM/DD/YYYY)

   c Enter the EIN of the master of the master pool bond

   d Enter the name of the issuer of the master pool bond

39  If the issuer has designated the issue under section 265(b)(3)(B)(i) (small issuer exception), check box

40  If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box

41a If the issuer has identified a hedge, check here and enter the following information:

   b Name of hedge provider

   c Type of hedge

   d Term of hedge

42 If the issuer has superintegrated the hedge, check box

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see Instructions), check box

44 If the issuer has established written procedures to monitor the requirements of section 148, check box.

45a If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement.

---

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to proceed this return, to the person that I have authorized above.

Debbie Kling, Mayor

**Paid Preparer Use Only**

Print/Type preparer's name: [Signature] Date: [PTIN]

Check if self-employed
First State Bank of the Florida Keys
1201 Simonton Street
Key West, FL 33040

Re: Master Equipment Lease Purchase Agreement dated as of 8/30/2018 between City of Nampa, (Lessee) and Community First National Bank, (Lessor); Lease #NAMID2018-08E

Dear Knoll,

This letter should serve as notification that Community First National Bank/Community Leasing Partners will file the IRS Form 8038 for City of Nampa, Idaho, EIN #82-6000231 on 10/10/2018.

We will ensure the form is submitted no later than the required filing date deadline.

If you have any questions, please feel free to contact me at (785) 323-4220.

Respectfully,

Cindy Turner
Assistant Vice President-Leasing Operation
ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made and entered into as of 8/30/2018 by and among Community First National Bank, a national banking association ("Escrow Agent"), Community First National Bank, a corporation duly organized and existing under the Laws of the State of Kansas ("Lessor"), and City of Nampa ("Lessee") a political subdivision under the laws of the State of Idaho ("State"), duly organized and existing under the Constitution and laws of the State.

WITNESSETH

WHEREAS, Lessee and Lessor have entered into a Schedule of Equipment No. 01, dated 8/30/2018, to Master Equipment Lease Purchase Agreement dated as of 8/30/2018 ("Agreement"), a duplicate original of which has been furnished to each of the parties, whereby Lessor has agreed to acquire certain equipment described therein ("Equipment"); and to sell the Equipment to the Lessee, and Lessee has agreed to purchase the Equipment from Lessor, in the manner and on the terms set forth in the Agreement; and

WHEREAS, the Equipment has or will be ordered from the Vendor, and there is expected to be a delay in delivery of the Equipment to Lessee; and

WHEREAS, in order to secure the obligations of Lessor under the Agreement, Lessee has requested Lessor to set aside in escrow with the Escrow Agent, pursuant to the terms hereof, the anticipated purchase price of the Equipment; and

WHEREAS, Lessee, as agent for Lessor, will cause the Equipment to be acquired from Vendor in accordance with the purchase orders or contracts therefore, and neither Lessor nor the Escrow Agent shall be obligated to assume or perform any obligation of the Lessee or Vendor with respect thereto or under the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. APPOINTMENT OF ESCROW AGENT: DEFINITIONS

Section 1.01. Appointment of Escrow Agent. Lessor and Lessee hereby appoint and employ Escrow Agent, to receive, hold, invest and disburse the moneys to be paid to it pursuant to this Escrow Agreement and the Agreement, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent provided herein, but only upon the terms and conditions set forth.

Section 1.02. Definitions. The terms defined in this Section shall, for all purposes of this Escrow Agreement have the meanings specified below. Any capitalized term not defined below shall have the meaning ascribed in the Agreement.

"Agreement" means the Schedule of Equipment No. 01, dated 8/30/2018, to Master Equipment Lease Purchase Agreement dated 8/30/2018, by and between Lessor and Lessee and any duly authorized and executed amendment thereto, the terms of which are incorporated herein by reference.

"Acquisition Costs" means, with respect to the Equipment, the contract price paid or to be paid to Vendor therefore upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract therefore. Acquisition Costs include the administrative, engineering, legal, financial and other costs incurred by the Lessee in connection with the acquisition, delivery and financing by Lessor of the Equipment.

"Acceptance Certificate" means an acceptance certificate in the form attached to the Agreement.

"Acquisition Fund" means the fund by that name established and held by the Escrow Agent pursuant to Article II of this Escrow Agreement.

"Closing Date" means the date on which the Escrow Agent is caused to take possession of the funds required to be deposited pursuant to Article II.

"Equipment" means the personal property described in the Agreement, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Acquisition Fund.

"Escrow Agent" means Community First National Bank or any successor thereto acting as Escrow Agent pursuant to this Escrow Agreement.

"Escrow Agreement" means this Escrow Agreement and any duly authorized and executed amendment thereto.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State in which he maintains an office and who is not an employee of Lessor, the Escrow Agent or the Lessee.

"Lessee Representative" means the representative of Lessee or a person authorized by the Lessee to act on its behalf under or with respect to the Agreement.

"Lessor Representative" means the President, any Vice President or Assistant Vice President of Lessor, or any person authorized to act on behalf of Lessor under or with respect to this Agreement, as evidenced by a certificate certifying such authorization executed by the President, any Vice President or Assistant Vice President of Lessor, and submitted to Escrow Agent to authorize payment of Acquisition Costs.

"Qualified Investments" means (i) direct general obligations of the United States of America; (ii) obligations guaranteed by the United States; (iii) general obligations of the agencies and instrumentalities of the United States; (iv) certificates of deposit, time deposits or demand deposits with a bank or savings institution qualified as a depository of public funds in the State of Kansas, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in Clauses (i), (ii) or (iii); (v) money market funds, the assets of which are obligations of or guaranteed by the United States of America and which funds are rated "Aaa" by Moody's Investors Service or "AAA" by Standard & Poor's Corporation.

"Rental Payments" means the basic payments payable by Lessee to Lessor pursuant to the provisions of the Agreement during the term thereof which are payable in accordance with the right of Lessor to use the Equipment during the then current portion of the term of the Agreement.

"Term of the Agreement" means the time during which the Agreement is in effect, as provided in Article III of the Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or has ordered the Equipment or with whom Lessor has contracted for the acquisition of the Equipment.

Section 1.03. Authorization. Each of the parties hereto represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers and persons signing it.
Lessee and Lessor increasing Acquisition Costs in an amount in excess of the original purchase order or contract price, (3) receipts from the sale of the Equipment or any component thereof, (4) interest earned on such proceeds, or (5) an acceptance certificate provided at the time of purchase.

Section 2.04. Escrow Agent's Compensation. As compensation for the services to be rendered hereunder, Lessor agrees to pay the Escrow Agent $200.00 ("Escrow Agent's Compensation"). The Escrow Agent's Compensation shall be paid by interest earnings on the escrow account and will be paid upon demand to the Vendor and Lessor for the Vendor's use and application. In the event the interest earnings on the escrow account are insufficient to pay the Escrow Agent's Compensation, the Escrow Agent shall provide Lessee with an invoice for the shortfall and Lessee shall pay such amount to Escrow Agent upon demand.

Section 2.05. Escrow Agent's term. The Escrow Agent shall cease to act as such upon the occurrence of an Event of Default under this Agreement or the termination of this Agreement for any other reason other than Lessor's payment of the applicable Purchase Option Price, Escrow Agent shall immediately remit any and all funds in the Acquisition Fund to Lessor.

ARTICLE III. MONEYS IN FUNDS: INVESTMENTS; TERMINATION

Section 3.01. Moneys held by the Escrow Agent. The moneys and investments held by the Escrow Agent under this Agreement are invocable in trust for the benefit of the Lessee for the purposes herein specified. Such moneys, and any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of Lessor or Lessee.

Section 3.02. Investments Authorized. Moneys held by the Escrow Agent shall be invested in Qualified Investments. Such Investments shall be registered solely and by the Escrow Agent in Qualified Investments. Such Investments shall be registered in the name of the Escrow Agent and held by Escrow Agent which may act as a purchaser or agent in making or disposing thereof. Such Investments and reinvestments shall be made giving full consideration for the time when funds will be required to be available for acquisition.

Section 3.03. Accounting. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Agreement.

Section 3.04. Valuation and Disposition of Investments. For the purpose of determining the amount in the Acquisition Fund, all Qualified Investments credited to such fund shall be valued at cost (exclusive of accrued interest after the first interest payment following purchase). Escrow Agent may set at the best price obtainable, or present for redemption, any Qualified Investment so purchased by Escrow Agent, whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the Acquisition Fund to which such Qualified Investment is credited and Escrow Agent shall not be liable or responsible for any loss resulting from such Investment.

Section 3.05. Deposit of Moneys in Acquisition Fund. All moneys held by the Escrow Agent in the Acquisition Fund established pursuant to this Agreement, except such moneys which are at the time invested as herein provided, shall be deposited in demand or time deposits (which may be represented by time certificates of deposit) in any bank or trust company authorized to accept deposits of public funds (including the banking department of the Escrow Agent, and, as and to the extent required by law, shall be secured at all times by obligations which are eligible by law to secure deposits of public moneys. Such obligations shall be deposited with such bank or banks as may be selected by Escrow Agent, and held by or for the account of the Escrow Agent as security for such deposits.

Section 3.06. Termination. Unless otherwise terminated pursuant to Article VII, this Escrow Agreement shall terminate upon the final distribution of all moneys in the Acquisition Fund.

ARTICLE IV. THE ESCROW AGENT

Section 4.01. Removal of Escrow Agent. The Lessee and Lessor, by written agreement between themselves, may by written request, at any time and for any reason, remove the Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital), and surplus (exclusive of Federal Depository Insured Banks ($1,000,000) of the Escrow Agent, and subject to supervision or examination by any federal or state supervising or examining authority, to, for the purposes of this Section the combined capital and surplus of such bank or trust company may be conclusively established for the purposes hereof in its most recent report of condition so published.

Section 4.02. Reallocation of Escrow Agent. The Escrow Agent or any successor may at any time resign by giving written notice to the Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 60 days after such notice, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor. Upon receiving such notice of resignation, the Lessee and Lessor shall promptly appoint a successor Escrow Agent by instrument in writing; provided however, that in the event the Lessee and Lessor fail to appoint a successor Escrow Agent within 30 days following receipt of such written notice of resignation, Lessee may appoint a successor Escrow Agent, and in the event that Lessor fail to appoint a successor Escrow Agent within 30 days following the expiration of such initial 30-day period, the resigning Escrow Agent may petition the appropriate court having jurisdiction to appoint a successor Escrow Agent. Any resignation or removal of the Escrow Agent shall become effective only upon acceptance of appointment by the successor Escrow Agent.

Section 4.03. Appointment of Agent. The Escrow Agent may appoint an agent acceptable to the Lessee and Lessor to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Escrow Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

Section 4.04. Merger or Consolidation. Any company into which the Escrow Agent may be merged or converted, or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 4.02) shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 4.05. Protection and Rights of the Escrow Agent. The Escrow Agent shall be protected and shall incur no liability acting or performing in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Escrow Agreement, and the Escrow Agent shall be bound and according to the same to the same extent as if it had executed or caused to be executed any such instrument, but if such instrument is not genuine and if the Escrow Agent relied upon such instrument and relied upon the same as conclusive evidence of the truth and accuracy of such statements. The Escrow Agent may consult with Independent Counsel who may be counsel to Lessor or Lessee, with regard to legal questions, and upon the opinion of counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.
Whenever in the administration of its duties under this Escrow Agreement, the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matters (unless other evidence in respect thereof is herein specifically prescribed), shall be deemed to be conclusively proved and established by the certificate of the Escrow Representative or the Lessor Representative and such certificate shall be full warranty to the Escrow Agent for any action taken or suffered under the provisions of this Escrow Agreement upon the faith thereof, but in its discretion the Escrow Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The recitals, statements and representations by Lessee and Lessor contained in this Agreement shall be taken and construed as made by and on the part of the Lessee and Lessor, as the case may be, and not by the Escrow Agent, and the Escrow Agent does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

The Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Escrow Agent shall not be answerable for the default, misjudgment, or neglect of any such attorney, agent, or receiver selected by it with reasonable care. The Escrow Agent shall not be answerable for the exercise of any discretion or power under this Escrow Agreement or for anything whatsoever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or gross negligence.

ARTICLE V. ASSIGNMENTS; AMENDMENTS
Section 5.01. Assignment. Except as expressly herein provided to the contrary; the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Agreement and the Acquisition Fund established hereunder in connection with an assignment by Lessee of the Agreement, subject to the provisions contained therein.

Section 5.02. Amendments. This Escrow Agreement may be amended in writing by agreement among all of the parties.

ARTICLE VI. FURTHER ASSURANCES
Section 6.01. Further Assurances. Lessor and Lessee will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

ARTICLE VII. DEFAULT OR NON-APPROPRIATION
Section 7.01. Default.
(a) Lessor shall have the right to terminate this Escrow Agreement upon an Event of Default under the Agreement, or termination of the Agreement pursuant to Section 4.05 thereof, which right shall not be exercisable less than 15 days after Lessor shall have given Lessee written notice of such default or termination for non-propriation. Upon receipt of notice of termination from Lessor, Escrow Agent shall pay to Lessor, or its assignee(s), all moneys in the Acquisition Fund in accordance with Section 2.05.
(b) In the event of the failure by any party hereto to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Escrow Agreement, any non-defaulting party hereto shall have all of the rights and remedies now or hereafter existing at law or in equity against the defaulting party.
(c) No delay or omission to exercise any such right or power accruing upon any default shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VIII. LIMITATION OF LIABILITY
Section 8.01. Limited Liability of Escrow Agent. Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by any of it hereunder or under the Agreement, but shall be responsible solely for the business-like performance of the duties expressly imposed upon Escrow Agent hereunder. The recitals of facts, covenants and agreements herein contained pertaining to Lessee and Lessor shall be taken as statement, covenants and agreements of the Lessee or Lessor (as the case may be), and Escrow Agent assumes no responsibility for the correctness of the same, or makes any representation as to the validity or sufficiency of this Escrow Agreement, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein imposed upon it. Escrow Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

Section 8.02. Indemnification. To the extent permitted by applicable law, Lessor agrees to indemnify and save Escrow Agent harmless from and against all claims, suits or actions brought against it, to which it is made a party, and from all losses and damages, including without limitation reasonable, attorney fees and court costs suffered by it as a result thereof, where such claim, suit or action arises in connection with this Escrow Agreement, the transactions described herein and in the Agreement, or the Escrow Agent's employment as an Escrow Agent by Lessee and Lessor. Notwithstanding the foregoing, such Indemnification shall not extend to claims, suits and actions brought against the Escrow Agent for failure to perform and carry out the duties specifically imposed upon and to be performed by it pursuant to this Escrow Agreement and claims, suits or actions arising from events solely and directly attributable to acts of Lessee. In the event the Lessee is required to Indemnify Escrow Agent as herein provided, Lessee shall be subrogated to the rights of the Escrow Agent to recover such losses or damages from any other person or entity.

Section 8.03. Discretion of Escrow Agent to File Civil Action in the Event of Dispute. If Lessor or Lessee are in disagreement about the interpretation of this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by this Escrow Agreement, and Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee in accordance with Section 8.02 for all costs in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

Section 8.04. Opinion of Counsel. Before requiring any action to be taken, the Escrow Agent may require (i) an opinion of Independent Counsel acceptable to the Escrow Agent, which counsel may be counsel to any of the parties hereto, and which opinion shall be made available to the other parties hereto or (ii) a verified certificate of any party hereto, or (iii) both (i) and (ii), concerning the proposed action. Escrow Agent shall be absolutely protected in relying thereon if it does so in good faith.

Section 8.05. Limitation of Rights to Parties. Nothing in this Escrow Agreement, expressed or implied, is intended or shall be construed to give any person other than the Lessee, Lessor or the Escrow Agent any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the Lessee, Lessor and Escrow Agent.

ARTICLE IX. MISCELLANEOUS
Section 9.01. Records. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by the Lessee, Lessor, or the agent of either of them, at any time during regular business hours.

Section 9.02. Notices. All written notice to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid.

Section 9.03. Governing Laws. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of Kansas.

Section 9.04. Partial Invalidity. Any provision of this Escrow Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Escrow Agreement.
Section 9.05. Binding Effect; Successors. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Escrow Agreement any party hereto is named or referred to, such references shall be deemed to include permitted successors or assigns thereof, and all covenants and agreements contained in this Escrow Agreement by or on behalf of any party hereto shall bind and inure to the benefit of permitted successors and assigns thereof whether or not so expressed.

Section 9.06. Execution in Counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.07. Headings. The headings or titles of the several Articles and Sections hereof, and any tables of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Escrow Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections, or subdivisions of this Escrow Agreement; and the words "hereof", "herein", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date and year first above written.

ESCROW AGENT:
Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Signature

Blake Kaus, VP

Name and Title

LESSOR:
Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Signature

Blake Kaus, VP

Name and Title

LESSEE:
City of Nampa
414, 3rd Street South
Nampa, ID 83651

Signature

Debbie Kling, Mayor

~ 23 ~MuniStd-ID-city
EXHIBIT A
PAYMENT REQUEST FORM

Community First National Bank, Escrow Agent under an Escrow Agreement dated as of 8/30/2018, by and among the said Escrow Agent, Community First National Bank (Lessor), and the City of Nampa, (Lessee) is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporation designated below as payee, the amount set forth opposite each such person’s firm’s or corporation’s name, in payment of the Acquisition Costs (as defined in said Escrow Agreement) of the Equipment described on the attached page(s) designated opposite such Payee’s name and account.

<table>
<thead>
<tr>
<th>Payee</th>
<th>Equipment</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

VOID

TO BE UTILIZED AS A SIGNATURE CARD ONLY

By executing this Payment Request Form the Lessee hereby represents that the Payee or Payees listed above who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested above by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees.

Partial Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a request for a partial release of funds from the Escrow Account to pay for a portion of the Equipment: (1) Invoice from the Vendor, (2) copy of the agreement between Lessee and Vendor (if requested by the Lessor or Escrow Agent), (3) front and back copy of the original MSO/Title (if payment from Escrow Account is for a chassis) listing Community First National Bank and/or its assignee as the first lien holder. By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto in a proportionate amount of the total Rental Payment. By executing this Payment Request Form Lessee agrees that Lessee is the title owner to this portion of the Equipment and the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to this portion of the Equipment and keep the Lease in full force and effect.

Final Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a final release of funds from the Escrow Account: (1) Final Vendor Invoice, (2) Signed Acceptance Certificate, (3) Insurance Certificate, (4) front and back copy of the original MSO/Title listing Community First National Bank and/or its assignee as first lien holder (if not already received). By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto. By executing this Payment Request Form Lessee certifies that Lessee is the title owner to the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to the Equipment and keep the Lease in full force and effect.

LESSEE:
City of Nampa

Debbie Kling, Mayor

Signature

Phillip W. Roberts, Fire Chief

Signature of additional authorized individual (optional)

Name and Title

~ 24 --MuniStd-ID-city
TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE

This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Schedule of Equipment: No. 01, dated 8/30/2018 to Master Equipment Lease Purchase Agreement dated as 8/30/2018 by and between Community First National Bank, ("Lessor") and City of Nampa ("Lessee").

1. In General.
1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Schedule of Equipment No. 01, dated 8/30/2018 to Master Equipment Lease Purchase Agreement dated as of 8/30/2018 (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto and contemporaneously herewith with respect to the financing of the acquisition of Two (2) 2018 Rosenbauer Pumper of equipment (the "Equipment") by Lessor for Lessee (the Lease and such other documents are hereinafter collectively referred to as the "Financial Documents").
1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financial Documents.
1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.
1.4. Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an Issuer whose certifications as to arbitrage may not be relied upon.
1.6. The rental payments due under the Financial Documents will be made with monies retained in Lessee's general operating fund (or an account or sub account therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financial Documents or pledged as security therefor.
1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financial Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financial Documents.

2. Purpose of the Financing Documents.
2.1. The Financial Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Description executed and delivered by Lessee pursuant to the Financial Documents. The principal amount represented by the Financial Documents, or $863,456.00, will be deposited in escrow by Lessor at closing and held by Community First National Bank, as Escrow Agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of 8/30/2018 (the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.
2.2. No portion of the principal amount represented by the Financial Documents will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire Investments which produce a yield materially higher than the yield to Lessor under the Financial Documents.
2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financial Documents.

3. Source and Disbursement of Funds.
3.1. The principal amount represented by the Financial Documents does not exceed the amount necessary for the governmental purpose for which the Financial Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Items of Equipment.
3.2. It is contemplated that the entire amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the principal amount may be paid to Lessee within such period as reimbursement for Acquisition Costs already made by it so long as the conditions set forth in Section 3.3 below are satisfied.
3.3. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:
(a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. Sec. 1.160-2;
(b) The reimbursement being requested will be made by written allocation before the later of eighteen (18) months after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;
(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of type properly chargeable to a capital account under general federal income tax principles; and
(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. Sec. 1.160-10 by, virtue of, any other things, use to refund, or to create or increase a sinking, reserve or replacement fund with respect to, any other obligations issued by it.

4. Temporary Period.
4.1. Lessee expects, within six months from the date of issuance of the Financial Documents, (a) to have had disbursed from escrow an amount in excess of the lesser of 1/2 of the amount deposited by Lessor in escrow or $100,000, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.
4.2. The ordering and acceptance of the Items of Equipment will be made with due diligence to the date of final acceptance of the Equipment.
4.3. The Items of Equipment being acquired by Lessee will be delivered at various times. At least 15% of the sum of the amount deposited in escrow and the reasonably anticipated interest, savings thereon will be used to pay the acquisition price of Items of Equipment within six months from the date of issuance of the Financial Documents, at least 50% of the sum of the amount deposited in escrow and the reasonably anticipated interest, savings thereon will be used to pay the acquisition cost of Items of Equipment within twelve months from the date of issuance of the Financial Documents, and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of Items of Equipment prior to 18 months from the date of issuance of the Financial Documents.
4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Lessee.

5. Escrow Account.
5.1. The Financial Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financial Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 148(b) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the equipment.
6. Exempt Use.
6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.
6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

7. No Federal Guarantee.
7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.
7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans, the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be federally guaranteed within the meaning of Section 149(b) of the Code.

8. Miscellaneous.
8.1. Lessee agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason it is applicable to the financing pursuant to Financing Documents.
8.2. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.
8.3. Lessee shall maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of five years after payment in full under the Financing Documents.

IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Lessee as of the date set forth below.

[Signature]
Lessee:
City of Nampa

[Signature]
Debbie King, Mayor

[Signature]
Date 10/14/18
EXHIBIT A
PAYMENT REQUEST FORM

Community First National Bank, Escrow Agent under an Escrow Agreement dated as of 8/30/2018, by and among the said Escrow Agent, Community First National Bank (Lessor), and the City of Nampa, (Lessee) is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporation designated below as payee, the amount set forth opposite each such person's firm's or corporation's name, in payment of the Acquisition Costs (as defined in said Escrow Agreement) of the Equipment described on the attached page(s) designated opposite such Payee's name and account.

<table>
<thead>
<tr>
<th>Payee</th>
<th>Amount</th>
<th>Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rosenbauer South Dakota, LLC</td>
<td>$457,612.00</td>
<td>Chassis payment on two 2018 Rosenbauer pumpers</td>
</tr>
</tbody>
</table>

By executing this Payment Request Form the Lessee hereby represents that the Payee or Payees listed above who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested above by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees.

Partial Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a request for a partial release of funds from the Escrow Account to pay for a portion of the Equipment: (1) Invoice from the Vendor, (2) copy of the agreement between Lessee and Vendor (if requested by the Lessor or Escrow Agent), (3) front and back copy of the original MSO/Title (if payment from Escrow Account is for a chassis) listing Community First National Bank and/or its assignee as the first lien holder. By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto in a proportionate amount of the total Rental Payment. By executing this Payment Request Form Lessee agrees that Lessee is the title owner to this portion of the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to this portion of the Equipment and keep the Lease in full force and effect.

Final Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a final release of funds from the Escrow Account: (1) Final Vendor Invoice, (2) Signed Acceptance Certificate, (3) Insurance Certificate, (4) front and back copy of the original MSO/Title listing Community First National Bank and/or its assignee as first lien holder (if not already received). By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto. By executing this Payment Request Form Lessee certifies that Lessee is the title owner to the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to the Equipment and keep the Lease in full force and effect.

LESSEE:
City of Nampa


Debbie Kling, Mayor

10/4/18

Date
SOLD TO:
City of Nampa
Attn: Nampa Fire Dept.
401 3rd Street S.
Nampa, ID 83651

<table>
<thead>
<tr>
<th>CUST ID</th>
<th>SALES PERSON</th>
<th>PURCHASE ORDER</th>
<th>TERMS</th>
<th>JOB NUMBER</th>
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<td>NAMPID</td>
<td>GRAHAM</td>
<td>CHASSIS</td>
<td>NET 15</td>
<td>17722-17723</td>
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</table>

<table>
<thead>
<tr>
<th>ORDERED</th>
<th>QUANTITY SHIPPED</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>2.00</td>
<td>2.00</td>
<td>Rosenbauer Commander Chassis per PO#8683</td>
<td>$237,931.00</td>
<td>$475,862.00</td>
</tr>
<tr>
<td>-2.00</td>
<td>-2.00</td>
<td>Chassis Pre-Pay Discount if payment is received by September 13, 2018. Thank you!</td>
<td>$9,125.00</td>
<td>-$18,250.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>VIN# 54F2CB612JWM12191 (#17722)</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
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<td></td>
<td></td>
<td>VIN# 54F2CB614JWM12192 (#17723)</td>
<td>$0.00</td>
<td>$0.00</td>
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<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

| SALES AMT | $457,612.00 |
| FREIGHT    | $0.00      |
| STATE TAX  | $0.00      |
| CITY TAX   | $0.00      |
| TOTAL      | $457,612.00 |
CERTIFICATE OF ORIGIN FOR A VEHICLE

ROSENBAUER MOTORS LLC

DATE: August 13, 2018

INVOICE NO. 30314

VEHICLE IDENTIFICATION NO. 64F2CB612JWM12191

YEAR: 2018

MAKE: ROSENBAUER MOTORS

SHIPPING WEIGHT 18,020 LBS

BODY TYPE CAB OVER

H.P. (B.E.) 450

G.V.W.R. 45,000 LBS

NO. CYLS. 6

SERIES OR MODEL 40M6008

ENGINE SERIAL NO. 74347276

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number Indicated to the following distributor or dealer, NAME OF DISTRIBUTOR, DEALER, ETC.

ROSENBAUER SOUTH DAKOTA, LLC
100 3RD STREET
LYONS, SD 57041

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

ROSENBAUER MOTORS LLC

BY: (SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

5190 260TH STREET
WYOMING, MINNESOTA 55092

CITY - STATE

RM1002537
CERTIFICATE OF ORIGIN FOR A VEHICLE

ROSENBAUER MOTORS LLC

DATE
August 20, 2018

VEHICLE IDENTIFICATION NO.
54F2C8B14JWM12192

YEAR
2018

MAKE
ROSENBAUER MOTORS

SHIPPING WEIGHT
18,080 LBS

BODY TYPE
CAB OVER

NO. CYL.
6

G.V.W.R.
45,000 LBS

ENGINE SERIAL NO.
74342562

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.
ROSENBAUER SOUTH DAKOTA, LLC
100 3RD STREET
LYONS, SD 57041

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

ROSENBAUER MOTORS LLC

BY

(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

RM1 002538

5190 280TH STREET
WYOMING, MINNESOTA 55092

CITY • STATE
October 4, 2018

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Re: Lessee: City of Nampa

Ladies and Gentlemen:

As legal counsel to City of Nampa (the “Lessee”), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 8/30/2018, and Exhibits thereto by and between Community First National Bank (the “Lessor”) and Lessee, Schedule of Equipment No. 01, dated 8/30/2018, and a certain Escrow Agreement dated as of 8/30/2018, (collectively, the “Agreement”) by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the “Equipment”); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement; and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

(1) Lessee’s true and correct name is City of Nampa.

(2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;

(3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;

(4) The Agreement has been duly authorized, executed and delivered by Municipality, and constitutes the legal, valid and binding obligations of Municipality, enforceable according to their respective terms, except to the extent that the enforcement thereof may be limited by bankruptcy, insolvency, moratorium or other laws affecting the enforcement of creditor's rights generally or usual equity principles in the event equitable remedies should be sought. Notwithstanding the foregoing, the Idaho Supreme Court has not published an opinion deciding the constitutionality of a
transaction such as that represented by the Agreement, which contains a lease term annually renewable by appropriation of the Municipality. However, several Idaho district court confirmation orders have found similar annually renewable lease transactions of municipal entities to be valid. Although I cannot guaranty the outcome of an Idaho court decision on this issue, in my opinion there is a sound and meritorious legal basis for an Idaho court to uphold the validity and enforcement of the Agreement.

(5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meetings laws, public bidding laws and all other applicable state or federal laws; and

(6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment, collectively, the Agreement.

(7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.

(8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.

(9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.

(10) The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.

(11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Very truly yours,

HAMILTON, MICHAELSON & HILTY, LLP

MARK HILTY
MH
at
Mayor Kling called the meeting to order at 6:00 p.m.

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

Mayor Kling amended the agenda by removing item #1-7. c - Authorize Mayor to sign night vision lease agreement (reviewed and approved by the city attorney) (DHS Grant & FY 2019 Budget) from the consent agenda and by removing item #8-2. - Vacation of the five ft wide public utility, drainage and irrigation easements on either side of the interior lot lines between Lots 43B and 44A, Lots 44B and 45A, and Lots 45B and 46A, Block 1 Greenbriar Estates Subdivision, excluding the front ten ft and rear twelve ft easements. The lots are addressed as 3708 and 3712, 3716 and 3720, and 3724 and 3728 Teakwood Drive, Nampa, within the RP zoning district. The applicants state they are requesting the Vacation of Easements in order to construct two-unit townhomes straddling each pair of lots from public hearing.

(1) Consent Agenda (Action Items)

MOVED by Levi and SECONDED by Rodriguez to approve the Consent Agenda with the above mentioned amendments; Regular Council Minutes of September 17, 2018; Bicycle and Pedestrian Advisory Committee Minutes; Board of Appraisers Minutes; Airport Commission Minutes; Planning & Zoning Commission Minutes of September 11, 2018; Library Commission Minutes; IT Steering Committee Minutes; department reports, 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) Silverwood Subdivision on the south side of Lone Star Rd between 2201 and 2117 Lone Star Rd. for JUB Engineers representing Trilogy Development; Authorize Public Hearings: 1) Annexation and Zoning to RS-7 and Subdivision Preliminary Plat Approval for Carriage Hill West Subdivision, east of Midway Rd between W Iowa Ave and Lake Lowell Ave. for Engineering Solutions, LLP representing Toll ID 1 LLC; 2) Annexation and Zoning to RA at 908 N Middleton Rd. for Rodney Ruter for connection to City sewer; Authorize to Proceed with Bidding Process: 1) None; Authorization for execution of Contracts and Agreements: 1) Authorize Mayor to sign firetruck lease agreement (reviewed and approved by the city attorney) (as approved in FY 2019 budget); 2) Authorize Mayor to sign agreement with West Valley Humane Society for shelter services (reviewed and approved by the city attorney) (as approved in FY 2019 budget); 3) Authorize Mayor to sign night vision lease agreement (reviewed and approved by the city attorney) (DHS Grant & FY 2019 Budget); 4) Authorize Immediate Purchase of Five (5) New Light Duty Pickups, and Two (2) General Utility Work Trucks for Water Division (as approved in FY 2019 budget); 5) Authorize Immediate Purchase of One (1) New Street Sweeper for Street Division (as approved in FY 2019 budget); 6) Authorize Mayor to approve purchase of additional meters at the HD Supply Waterworks, Ltd. contract unit price, not to exceed the budget amount (as approved in FY 2019 budget); 7) Award
At the time of Publication This Item Had no Supporting Documentation
## City of Nampa
### Bank Accounts
#### For month Ended January 2019

<table>
<thead>
<tr>
<th>Bank</th>
<th>Acct No</th>
<th>Ending Bank Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wells Fargo Medical Trust Checking</td>
<td>80800329</td>
<td>485,079.07</td>
</tr>
<tr>
<td>Wells Fargo Depository</td>
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<td>4,929,703.70</td>
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<td>Wells Fargo HUD</td>
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<tr>
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<td>1015536533</td>
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<td>Wells Fargo Fire Impact Fees</td>
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<td>Wells Fargo Streets Impact Fees</td>
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<td>22040006613</td>
<td>73,594.34</td>
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<td>Wells Fargo Workers Comp Custody Account</td>
<td>23852200</td>
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<tr>
<td>US Bank GO Refunding Bond Series 2012 Bond Fund</td>
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</tr>
<tr>
<td>US Bank LID No. 148 Series 2010</td>
<td>142746000</td>
<td>-</td>
</tr>
</tbody>
</table>

### Idaho Center Accounts:
- Wells Fargo - ICTickets Trust Account Horse Park | 6317317052 | 2,622,818.53 |
- Wells Fargo - Idaho Center Operations | 8020157411 | 180,625.75 |
- Wells Fargo - Id Ctr ATM Bank Account | 1010602561 | 41,120.55 |
- Wells Fargo - Event Trust Account (Account Closed 11/21/18) | 81139404 | - |

### Civic Center Accounts:
- Wells Fargo - Civic Center Event Account | 7429746337 | - |
- Wells Fargo - Civic Center Operations | 7429746329 | 211,947.72 |
- Wells Fargo - Civic Center Trust Account | 4196341531 | 80,455.17 |

### City Investment Accounts
- LGIP 3517 - DEQ | 3517 | - |
- LGIP 3223-LID 148 | 3223 | 38,497.74 |
- LGIP 2156-Pooled Cash | 2156 | 15,439,235.54 |
- US Bank Custody Account | 1050988133 | 61,391,706.48 |
- City of Nampa Municipal LID's | - | 383,049.51 |
- Edward Jones Medical Welfare Benefit Plan | 834-19993-1-9 | 2,205,312.99 |

---

**Grand Total Cash** | **$ 94,207,780.03**
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<th>Address</th>
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<th>Alcohol Type</th>
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<tr>
<td>Ridgecrest Golf Club</td>
<td>3730 Ridgecrest Drive</td>
<td>2-4-19</td>
<td></td>
</tr>
<tr>
<td>Pete’s Tavern</td>
<td>11 12th Ave. S</td>
<td>2-4-19</td>
<td></td>
</tr>
<tr>
<td>Texas Roadhouse</td>
<td>1830 Caldwell Blvd.</td>
<td>2-4-19</td>
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</tr>
<tr>
<td>Tiny’s Lounge</td>
<td>10 12th Ave. S</td>
<td>2-4-19</td>
<td></td>
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<tr>
<td>TWC Inc. (Chevron)</td>
<td>3030 E Greenhurst Rd.</td>
<td>2-4-19</td>
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</tr>
<tr>
<td>Little Saigon</td>
<td>1305 2nd St. S</td>
<td>2-4-19</td>
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<td>Applebee’s</td>
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<td>2-4-19</td>
<td></td>
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<tr>
<td>Holliday Inn</td>
<td>16245 N Merchant Way</td>
<td>2-4-19</td>
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</tr>
<tr>
<td>Campos Market</td>
<td>3302 Caldwell Blvd.</td>
<td>2-4-19</td>
<td></td>
</tr>
<tr>
<td>The Steel Horse Saloon</td>
<td>102 11th Ave N</td>
<td></td>
<td>Beer, Wine, Liquor</td>
</tr>
<tr>
<td>Idaho Pizza Company</td>
<td>16151 Id Center Blvd</td>
<td></td>
<td>Beer, Wine</td>
</tr>
<tr>
<td>Idaho Pizza Company</td>
<td>104 W Iowa Ave</td>
<td></td>
<td>Beer, Wine</td>
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<tr>
<td>Gem Stop #10</td>
<td>323 Caldwell Blvd</td>
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<td>Gem Stop #32</td>
<td>111 S Midland</td>
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<td>Beer, Wine</td>
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<tr>
<td>Gem Stop #15</td>
<td>1604 2nd Ave S</td>
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<tr>
<td>Gem Stop #11</td>
<td>4624 E Amity Ave</td>
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<tr>
<td>Gem Stop #20</td>
<td>1520 S Middleton Rd</td>
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<td>Beer, Wine</td>
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<tr>
<td>Gem Stop #8</td>
<td>1400 Franklin Blvd</td>
<td></td>
<td>Beer, Wine</td>
</tr>
<tr>
<td>Buffalo Wild Wings</td>
<td>2101 N Cassia St St 2111</td>
<td></td>
<td>Beer, Wine, Liquor</td>
</tr>
</tbody>
</table>
TOPIC: Canyon County Services Update

DATE: February 7, 2019

Summary:

Ridership Performance Report

In a reversal of downward ridership trends, average weekday boardings on both intercounty and local services increased 5.3% in 2018 over 2017 (see the chart below).

<table>
<thead>
<tr>
<th>Year</th>
<th>Intercounty Avg. Weekday Boardings</th>
<th>Local Avg. Weekday Boardings</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>327</td>
<td>202</td>
</tr>
<tr>
<td>2018</td>
<td>344</td>
<td>212</td>
</tr>
<tr>
<td>% Change</td>
<td>5.3%</td>
<td>5.3%</td>
</tr>
</tbody>
</table>

January Service Change

Valley Regional Transit has been working with the public and stakeholders to improve public transportation in Ada and Canyon County. The changes began on January 28th and were designed to maximize the effectiveness of existing resources and connect more people to more places more often. The current system changes and benefits for Canyon County include;

- Improved on-time performance and connections on Intercounty and Canyon County services
  - Revise the 40 Nampa Express to serve downtown and BSU in a one-way loop rather than the two-way hook
  - Revise the 42 Happy Day Transit Center to Towne Square Mall to better serve the growing areas of Nampa such as the Treasure Valley Market Place and St. Luke’s Nampa, Birch Lane (Plexus Corporation, Birches at Brandt’s Landing, The Greens and Courtyards at Ridgecrest, and Kensington apartments), Franklin Rd (Lactalis American Group) and new connections in Meridian such as the growing Ten Mile Crossing, Wahooz and Roaring Springs.
  - Consolidate Route 41 with Route 42 to provide consistent service between Nampa, Meridian and Boise.

- Service reductions to address budget shortfall in Canyon County.
  - Reduce low performing service on 51 East Nampa service to be peak only

- Initial results show improvements in route 40 on-time performance but we are still working to improve trip times that work best for as many users as possible.
On time performance on timepoints in Nampa is up 4%, to 52.9% since the service change. On time performance at the popular CWI Main Campus and CWI Park & Ride stops are up 10.9% and 30.9%, respectively. We are continuing to monitor and make improvements to schedules.

Other Enhancements

VRT has been working on several other projects to improve productivity, efficiency and transparency:

- **Automatic Passenger Counters (APC)** – VRT has issued a request for proposal for APCs to be installed throughout the entire system. APCs will provide stop level ridership data that can be used to better inform routing decisions, inform stakeholders and jurisdictions about transit use their community and better inform capital investments in passenger infrastructure. VRT anticipates completing the APC installation in 2019.

- **Mobile Ticketing** – VRT is in the process of procuring mobile ticketing capabilities. Currently all passengers must buy transit tickets either with cash on the bus, at select retail outlets or at VRT main offices in Meridian, or with credit cards at Happy Day Transit Center, or Main Street Station. Mobile ticketing will allow transit riders to purchase a ticket using their smart phone, making it significantly easier to get access to valid fare media. Mobile ticketing should also speed up transit services by not requiring passengers to pay for their bus ticket when boarding – a process that sometimes slows down operations. All the other methods of payment will still be accepted, Mobile ticketing will simply expand the options available to riders.
• Potential service expansion in Meridian – VRT is working with the City of Meridian to explore options to expand transit service in their community. Several of the concepts could connect to services in Northeast Nampa. If coordinated and supported by Nampa additional services would expand the number of employment centers accessible to Nampa residents potentially including such locations as Ten Mile Crossing, Downtown Meridian, Blue Cross of Idaho, Scentsy, The Village, and the old HP campus.

• Fare Simplification and Pass Programs – This project is reviewing barriers to utilizing service, provide more options to customers, increase average fare, and provide a simpler fare system.

• Local Allocations – This project is reviewing the local allocations to all VRT stakeholders. This project will ensure that jurisdictions are allocated the proper cost for the service and capital assets that serve their area.

• Performance Measures – VRT has been working towards providing key performance metrics on a quarterly and annual basis. The annual performance metrics will provide a more in-depth look at high and low performing service for information and use for future planning.

VRT will be proposing service changes for FY20 to Nampa staff in the near future.

**Staff Recommendation/Request:**

Information Item: VRT staff requests input from the Mayor, City Council Members and City staff on service and community needs.

**Implication (policy and/or financial):**
Based upon information provided and identified community needs from the Mayor, City Council Members and City Staff, VRT staff will propose a FY20 budget that will meet the needs of your community.

**Highlights**

January 2019
  • Implement FY19 service changes – **Completed**

February 2019
  • Update Nampa City Council

March 2019
  • VRT draft Revenues and Expenses identified

August 2019
  • VRT Board of Directors – Approve the FY2020 Budget for VRT services

September 2019
  • VRT Board of Directors – Approve Service Changes

Winter 2019/2020
  • Implement FY20 Service Changes

**More Information:**
Rhonda Jalbert, Development Director, 208.258.2707, rjalbert@valleymetrorailtransit.org
Stephen Hunt, Principal Planner, 208.258.2701, shunt@valleymetrorailtransit.org
Brian Parker, Planner, 208.258, 2717, bparker@valleymetrorailtransit.org
Street Division Snow Removal

Street Division crews began winter maintenance activities on Friday, February 8, continuing through Sunday, February 10, by applying salt brine and salt. 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>257.75</td>
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<tr>
<td>Regular Hours</td>
<td>279.00</td>
<td></td>
<td></td>
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<tr>
<td>Water Issues</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Total Hours</strong></td>
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<tr>
<td>Brine</td>
<td></td>
<td>49,331</td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
<td></td>
<td>548</td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

**Snow/Water Event No. 7 Report for February 8-10, 2019**

<table>
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<th>Gallons</th>
<th>Yards</th>
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</thead>
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<tr>
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<td>0.00</td>
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</tr>
<tr>
<td>Water Issues</td>
<td></td>
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</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td></td>
<td>14,830</td>
<td></td>
</tr>
<tr>
<td>Brine</td>
<td></td>
<td></td>
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<tr>
<td>Sand</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td>237</td>
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</table>

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

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<tbody>
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<tr>
<td>Regular Hours</td>
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<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>9,150</td>
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<tr>
<td>Brine</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
<td></td>
<td>80</td>
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<tr>
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## Snow/Water Event No. 5 Report for January 15, 2019

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<th>Yards</th>
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</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Hours</td>
<td>80.00</td>
<td></td>
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</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>
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<td>Sand</td>
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<tr>
<td>Salt</td>
<td></td>
<td></td>
<td>68</td>
</tr>
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## Snow/Water Event No. 4 Report for January 7, 2019

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<th>Yards</th>
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<tbody>
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<tr>
<td>Water Issues</td>
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<td></td>
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</tr>
<tr>
<td><strong>Total Hours</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Brine</td>
<td></td>
<td>1,860</td>
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<td>Sand</td>
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<td></td>
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<tr>
<td>Salt</td>
<td></td>
<td></td>
<td>20</td>
</tr>
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</table>

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

<table>
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<tr>
<th>Task and/or Material</th>
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<th>Gallons</th>
<th>Yards</th>
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</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Hours</td>
<td>90.00</td>
<td></td>
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<tr>
<td>Water Issues</td>
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</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>
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<td>Sand</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td>117</td>
</tr>
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</table>

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

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<th>Yards</th>
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<tr>
<td>Regular Hours</td>
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</tr>
<tr>
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</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mag Chloride</td>
<td></td>
<td>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>
At approximately 11:30 p.m., on Friday, February 8, a Street Division crew member operating the large brine truck was stopped northbound at a stop sign at Holly and Colorado. The brine truck was struck from behind in a hit-and-run. The employee notified Nampa Police Department (NPD) dispatch and collected parts and pieces from both the brine truck and the hit-and-run-vehicle. NPD located the vehicle and the driver who was arrested for driving under the influence. Thankfully the employee suffered no major injuries with exception to being stiff and sore. An employee accident report was completed and turned into Human Resources. The brine truck sustained significant damage and was out of commission for approximately 48 hours. However, thanks to the City’s dedicated Fleet Services crew, repairs were made in-house and the brine truck is back in operation.

**Federal Emergency Management Agency Floodplain Evaluation Study Update**

- Engineering Division staff have begun working on the City’s Federal Emergency Management Agency (FEMA) floodplain evaluation study with city consultant, West Consultants, Inc. (West). The following highlights activities to date:
  - In December 2018, a kickoff meeting was held with Dan Eggers and Henry Hu from West. Citizens Ron Harriman and Larry Olmsted were also in attendance.
  - During the meeting the City and West identified likely areas of the existing flood study that can be evaluated for change, including revisions to the drainage basins and hydrology
  - Staff has provided West with information from the Nampa Wastewater Treatment Plant on historical flows that were not available or used in the previous study
  - In addition, staff is meeting with the local flood irrigation districts in March 2019 to discuss additional options for flood control at the New York Canal and Indian Creek diversion

- Timeline going forward:
  - Final report for the current scope from West Consulting, Inc., to be finalized this summer
  - Revised modeling, not in current scope, will be requested in fiscal year 2020 budget
  - Submit revised map to FEMA in fiscal year 2020 or 2021
Wastewater Program Update

Progress continues on a number of tasks for the Nampa Wastewater Program. City staff is providing a regular update to City Council on these activities.

Phase I Upgrades Construction Update

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

The $38 million Phase I Upgrades Projects are more than 85% complete. Project Group A-Liquid Streams Upgrades started in June 2015 and completed in the summer 2018. Project Group B-Solids Handling Upgrades started in June 2017 and is scheduled for completion in the spring of 2019. The final project, Project Group C-Primary Digester No. 4, started in October 2018 and is scheduled for completion in the fall of 2019.

Project Group B – Solid Handling Upgrades Status

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

- Notice to Proceed issued June 19, 2017
- The Contract Time Completed is currently at 84%
- The Contract Work Completed is currently at 88%

Key activities and milestones achieved since the update to City Council on January 7, 2019, include:

- Continued work on the ferric chloride system
- Continuation of electrical work in the polymer room, including pulling wire and terminating wires
- Commenced startup of the thickening system with vendor equipment testing and systems testing. The startup activities will continue through the duration of the project
- Completed factory testing for Centrifuges #1 and #2. The first centrifuge was delivered to the Nampa Wastewater Treatment Plant (WWTP) on February 5, 2019
- Submitted 545 technical submittals since the beginning of project. Staff and the WPMT strive to respond to submittals as quickly as possible. Average response time is currently 16 days
Based on the current project schedule, the following are the major work items expected to be completed in the near future:

- Continuation of electrical and instrumentation work on the blower building
- Commissioning and testing of several construction components, including plant drain lift station, polymer and thickening systems, and dewatering system is slated for February through April 2019
- Punch list completion and walk-through with the City is scheduled for April or May 2019

The following photos show the progression of Project Group B:

Figure 1 – Final configuration and testing of the thickening system
Project Group C – Primary Digester No. 4 Status

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

- Notice to Proceed issued October 15, 2018, for administrative activities. Construction Notice to Proceed issued November 12, 2018
- The Contract Time Completed is currently at 26%
- The Contract Work Completed is currently at 25%

Key activities and milestones achieved since the update to City Council on January 7, 2019, include:

- Continuation of contractor submittal process for construction work
- Completion of mass excavation at the location of the new Primary Digester No.4
- Completion of the subgrade preparation for the foundation at the site
- Placement of the slab for Primary Digester No. 4. The slab was completed through a series of four concrete pours
- Submitted 61 technical submittals since the beginning of Project. Staff and the WPMT strive to respond to submittals as quickly as possible. Average response time is currently 12 days

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

- Placement of walls for the new digester is currently slated for February 2019
- Fabrication of the steel floating cover for Digester No. 4
The following photos show the progression of Project Group C:

Figure 1 – Primary Digester No. 4 Foundation Concrete Pour

Figure 2 – Primary Digester No. 4 Foundation Concrete Pour
Nampa WWTP Phase I Upgrades: Financial Report

The following table shows current financials for Phase I Upgrades:

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<thead>
<tr>
<th>Contract</th>
<th>Original Budget</th>
<th>Current Budget</th>
<th>Change Order Rate</th>
<th>Spent</th>
<th>Percent Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Group A – Ewing</td>
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<td>$14,071,194</td>
<td>11.2%</td>
<td>$14,071,194</td>
<td>100%</td>
</tr>
<tr>
<td>Project Group A Contingency</td>
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<td>-$77,194</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Group A Total</strong></td>
<td><strong>$13,994,000</strong></td>
<td><strong>$13,994,000</strong></td>
<td></td>
<td><strong>$14,071,194</strong></td>
<td><strong>101%</strong></td>
</tr>
<tr>
<td>Project Group B - JC</td>
<td>$11,255,000</td>
<td>$11,636,989</td>
<td>3.3%</td>
<td>$10,233,987</td>
<td>88%</td>
</tr>
<tr>
<td>Project Group B Contingency</td>
<td>$500,000</td>
<td>$118,011</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Group B Total</strong></td>
<td><strong>$11,755,000</strong></td>
<td><strong>$11,755,000</strong></td>
<td></td>
<td><strong>$10,233,987</strong></td>
<td><strong>87%</strong></td>
</tr>
<tr>
<td>Project Group C – Ewing</td>
<td>$3,311,094</td>
<td>$3,311,094</td>
<td>0.0%</td>
<td>$832,529</td>
<td>25%</td>
</tr>
<tr>
<td>Project Group C Contingency</td>
<td>$150,000</td>
<td>$150,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Group C Total</strong></td>
<td><strong>$3,461,094</strong></td>
<td><strong>$3,461,094</strong></td>
<td></td>
<td><strong>$832,539</strong></td>
<td><strong>24%</strong></td>
</tr>
<tr>
<td><strong>PHASE I UPGRADES TOTAL</strong></td>
<td><strong>$29,210,094</strong></td>
<td><strong>$29,210,094</strong></td>
<td></td>
<td><strong>$25,137,710</strong></td>
<td><strong>86%</strong></td>
</tr>
</tbody>
</table>

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

Other Financial Updates:

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

Phase II/III Preliminary Design

City staff is providing a regular status update of the Nampa Wastewater Program Phase II and Phase III Upgrades Preliminary Design as requested by City Council.
Project Activities Update

The Phase II and Phase III Upgrades Preliminary Design project began in July 2018. Key activities and milestones achieved project kickoff include:

- Development of the Basis of Design Report which establishes project direction and serves as the basis for future design efforts. The technical team has evaluated both liquid stream and solid stream processes including design objectives and criteria, liquid stream process selection, solid stream process selection, solids mass balance, and hydraulic profile.
- Development business case evaluations for select liquids and solids stream unit processes to identify recommended technologies and processes for preliminary design. The decisions on these items are noted in the decision log below.
- Development of recommended project packaging and delivery approach. This included an analysis of potential project delivery models, including traditional design-bid-build, construction manager/general contractor (CM/GC), progressive design-build, and fixed-price design-build. Several project packaging alternatives were also reviewed as part of this exercise. The final recommendations from this analysis will be presented at a future City Council meeting.
- Conducted five (5) meetings with the Design Review Committee (DRC). The presentations at these meetings have covered a wide range of topics including baseline assumption, basis of design decisions, and project delivery approaches. The DRC provided key input to inform the technical team’s design process.

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

- Submission of the draft Basis of Design Report for City review. The submission of this report is expected by the end of the month.
- Beginning preliminary design activities for Project Group D (Primary Digester No. 5 and Flare Relocation) and Project Group E (Laboratory and Administration Building).
### Schedule Decision Log Status

The following table shows the decision status for the decisions associated with the Basis of Design phase of the project:

<table>
<thead>
<tr>
<th>Decision</th>
<th>Status</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Liquid Stream Decisions</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Liquid Product Quality Design Criteria</strong></td>
<td>Pending</td>
<td>Decision will be informed by Recycled Water Permit.</td>
</tr>
<tr>
<td><strong>Secondary Treatment Technology</strong></td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td><strong>Primary Clarification Design Approach</strong></td>
<td>Pending</td>
<td></td>
</tr>
<tr>
<td><strong>Tertiary Treatment Technology</strong></td>
<td>Pending</td>
<td>Technology has been selected pending more information from Recycled Water Permit.</td>
</tr>
<tr>
<td><strong>Blower Building Design Approach</strong></td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td><strong>Headworks Screening Requirements</strong></td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td><strong>Disinfection Technology</strong></td>
<td>Decision Made</td>
<td>Will be presented to DRC at February meeting.</td>
</tr>
<tr>
<td><strong>Headwork Design Approach</strong></td>
<td>Pending</td>
<td></td>
</tr>
<tr>
<td><strong>Side stream Treatment Technology</strong></td>
<td>Pending</td>
<td>DRC recommended pilot testing candidate technologies.</td>
</tr>
<tr>
<td><strong>Hydraulic Profile</strong></td>
<td>Pending</td>
<td></td>
</tr>
<tr>
<td><strong>Solid Stream Decisions</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Solid Product Quality Design Criteria</strong></td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td><strong>Dewatering Design Approach</strong></td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td><strong>WAS Thickening Design Approach</strong></td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td><strong>Solids Mass Balance</strong></td>
<td>Pending</td>
<td>Pending finalization of tertiary treatment technology.</td>
</tr>
<tr>
<td><strong>Primary Sludge Thickening Technology</strong></td>
<td>Decision Made</td>
<td>Will be presented to DRC at February meeting.</td>
</tr>
<tr>
<td><strong>Digestion Design Approach</strong></td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td><strong>Digested Sludge Storage Tank Size</strong></td>
<td>Pending</td>
<td></td>
</tr>
<tr>
<td><strong>Digester Heating Design Approach</strong></td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td><strong>Digester Control Building Design Approach</strong></td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td><strong>Other Decisions</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Chemical System Design Approach</strong></td>
<td>On Hold</td>
<td>Decision will be further evaluated in preliminary design.</td>
</tr>
<tr>
<td><strong>Project Packages</strong></td>
<td>Decision Made</td>
<td>Decision to be further validated with City Council and IDEQ.</td>
</tr>
<tr>
<td><strong>Project Delivery Approach</strong></td>
<td>Decision Made</td>
<td>Decision to be further validated with City Council and IDEQ.</td>
</tr>
</tbody>
</table>
Recycled Water Permit

City staff and the WPMT continue to refine the Recycled Water permit. Much of this application has been updated based on the December 2018 meeting. The WPMT is refining the groundwater analysis portion of the application. The revised application will be reviewed with City staff on February 14, 2019. It is expected that the final application will be presentation to City Council for submission to the Idaho Department of Environmental Quality in early March.

Public Involvement Planning for Fiscal Year 2019 City Construction Projects

- Engineering Division is currently overseeing the planning, design and construction management of 22 major capital infrastructure projects valued at over $19 million

- In addition, Engineering staff will assist various Public Works Department divisions and City departments manage approximately 61 smaller operational projects

- Fiscal year 2019 will be a very busy construction season (see Exhibit A). To deliver excellent customer service during construction, staff will continue to use the following public involvement strategies:
  - City Wide Mailer: A trifold mailer will be distributed identifying significant construction projects scheduled for calendar year 2019 (see Exhibit B)
  - City Projects Email, Phone Number and Website: Residents can direct project questions or concerns to the City’s email address of projects@cityofnampa.us, or project phone number of 208-465-2221. Project information can also be located on the City’s website at www.cityofnampa.us/projects
  - Website: The City website will continue to utilize a GIS Story Map feature where project information can be easily selected from the citywide map
  - Social Media: Project updates will be broadcast using the City’s social media network including Facebook and Nextdoor
  - Press Releases: On-going communication with the media providing project updates and general notifications
  - On-site Project Management: City staff and consultants will be available to address specific citizen concerns

- Clemente Salinas, P.E., Assistant City Engineer, will present the attached Fiscal Year 2019 Projects Report on the day of this staff report (see Exhibit C).

Engineering Division Fiscal Year 2019 Project Delivery Dashboard Report

Daniel Badger, P.E., City Engineer, will present the attached Fiscal Year 2019 Project Delivery Dashboard on the day of this staff report (see Exhibit D).
<table>
<thead>
<tr>
<th>Project Name</th>
<th>PM(s)</th>
<th>Project Type</th>
<th>Budget</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>7th St S &amp; 11th Ave S Overlay</td>
<td>Krystal Budke</td>
<td>Streets-PM</td>
<td>$36,000</td>
<td>Asphalt mill and overlay for the Happy Valley &amp; Greenhurst Roundabouts.</td>
</tr>
<tr>
<td>Design</td>
<td>Krystal Budke</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Bid</td>
<td>Krystal Budke</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Construction</td>
<td>Krystal Budke</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Road Salt Procurement</td>
<td>Krystal Budke</td>
<td>Streets-PM</td>
<td>$27,000</td>
<td>Purchase road salt for the winter snow maintenance program.</td>
</tr>
<tr>
<td>Gravel Crushing (FY19)</td>
<td>Krystal Budke</td>
<td>Streets-PM</td>
<td>$150,000</td>
<td>Crushed Aggregate Procurement</td>
</tr>
<tr>
<td>FY19 Chip Seal Arterials Planning</td>
<td>Jeff Barnes</td>
<td>Streets-PM</td>
<td>$350,000</td>
<td>This project will chip seal arterial roadways as part of the City’s annual street maintenance program.</td>
</tr>
<tr>
<td>Extend Greenhurst Road (Juniper to Sunnyridge) CANCELLED</td>
<td>Jeff Barnes</td>
<td>Streets-PM</td>
<td>$500,000</td>
<td>Extension of the FY19 Greenhurst (Midland-Juniper) Rebuild project. This project will improve Greenhurst Road from Juniper Drive to Sunnyridge Road.</td>
</tr>
<tr>
<td>SH45 Reroute Cost Benefit Analysis</td>
<td>Clair Bowman</td>
<td>Streets-PM</td>
<td>$30,000</td>
<td>Study to determine cost estimate to re-route State Route 45 at 7th Avenue South to Northside Blvd.</td>
</tr>
<tr>
<td>Middleton Rebuild (Greenhurst-Roosevelt), Design &amp; ROW</td>
<td>Clemente Salinas</td>
<td>Streets-PM</td>
<td>$250,000</td>
<td>This project will improve Middleton Road from Greenhurst Road to Roosevelt Avenue.</td>
</tr>
<tr>
<td>FY19 Chip Seal Residential</td>
<td>Clemente Salinas</td>
<td>Streets-PM</td>
<td>$308,000</td>
<td>This project will chip seal residential streets as part of the City’s annual street maintenance program.</td>
</tr>
<tr>
<td>Project Name</td>
<td>PM(s)</td>
<td>Project Type</td>
<td>Budget</td>
<td>Description</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>-----------</td>
<td>----------------------</td>
<td>---------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Design</td>
<td>Clemente Salinas</td>
<td>Design</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid</td>
<td>Clemente Salinas</td>
<td>Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>Clemente Salinas</td>
<td>Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pavement Marking Analysis</td>
<td>Clemente Salinas</td>
<td>Streets-PM</td>
<td>$15,000</td>
<td>Ongoing program to evaluate and improve pavement striping within the annual chip seal maintenance area.</td>
</tr>
<tr>
<td>Design</td>
<td>Clemente Salinas</td>
<td>Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid</td>
<td>Clemente Salinas</td>
<td>Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>Clemente Salinas</td>
<td>Streets-PM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Midland Re-Striping Plan (Design &amp; PI)</td>
<td>Clemente Salinas</td>
<td>Streets-PM</td>
<td>$75,000</td>
<td>Corridor striping plan on Midland Boulevard from Greenhurst Road to Orchard Avenue.</td>
</tr>
<tr>
<td>Design</td>
<td>Clemente Salinas</td>
<td>Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>Clemente Salinas</td>
<td>Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Snow Plowing Residential Streets Coordination</td>
<td>Clemente Salinas</td>
<td>Streets-PM</td>
<td>$60,000</td>
<td>This project will provide funding for additional outsourced snow plowing during peak weather events.</td>
</tr>
<tr>
<td>Design</td>
<td>Clemente Salinas</td>
<td>Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>Clemente Salinas</td>
<td>Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY19 Greenhurst (Midland-Juniper Construction)</td>
<td>Samuel McClellan</td>
<td>Streets-PM</td>
<td>$2,000,000</td>
<td>This project will improve Greenhurst Road from Midland Boulevard to Juniper Street.</td>
</tr>
<tr>
<td>Design</td>
<td>Samuel McClellan</td>
<td>Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid</td>
<td>Samuel McClellan</td>
<td>Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>Samuel McClellan</td>
<td>Streets-PM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Sidewalk</td>
<td>Mark David</td>
<td>Streets-PM</td>
<td>$25,000</td>
<td>Miscellaneous sidewalk repairs City wide.</td>
</tr>
<tr>
<td>Design</td>
<td>Mark David</td>
<td>Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid</td>
<td>Mark David</td>
<td>Streets-PM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>Mark David</td>
<td>Streets-PM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Sidewalk LID</td>
<td>Peter Nielsen</td>
<td>Streets-PM</td>
<td>$50,000</td>
<td>Ongoing Local Improvement District (LID) which provides an opportunity for property owners to improve deteriorated sidewalks.</td>
</tr>
<tr>
<td>Design</td>
<td>Peter Nielsen</td>
<td>Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid</td>
<td>Peter Nielsen</td>
<td>Streets-PM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>Peter Nielsen</td>
<td>Streets-PM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic Speed Studies</td>
<td>Krystal Budke</td>
<td>Streets-PM</td>
<td></td>
<td>Conduct speed limit studies and if changers are recommended, present to Council for authorization.</td>
</tr>
<tr>
<td>Design</td>
<td>Krystal Budke</td>
<td>Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid</td>
<td>Krystal Budke</td>
<td>Streets-PM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>Krystal Budke</td>
<td>Streets-PM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Name</td>
<td>PM(s)</td>
<td>Project Type</td>
<td>Budget</td>
<td>Description</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>----------------</td>
<td>-----------------------</td>
<td>--------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>14th Ave./Indian Creek</td>
<td>Krystal Budke</td>
<td>Streets-Stor</td>
<td>$50,000</td>
<td>Repair a damaged stormwater pipe and install pre-treatment facility on 14th Ave. N. at the Indian Creek Bridge.</td>
</tr>
<tr>
<td><strong>Design</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bid</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Construction</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stormwater Improvements FY19 (77 S</td>
<td>Krystal Budke</td>
<td>Streets-Stor</td>
<td>$105,000</td>
<td>This project will improve the stormwater systems at multiple locations as part of the City’s annual stormwater improvement plan.</td>
</tr>
<tr>
<td>State St, 38 Elijah MH, 8th/9th Ave S</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manhole, Wagon Wheel Rd/Estates,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>706 Vista Terrace)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Design</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bid</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Construction</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm Water Masterplan</td>
<td>Daniel Badger</td>
<td>Streets-Stor</td>
<td>$70,000</td>
<td>City wide long range planning project for the development and maintenance of the City's stormwater system.</td>
</tr>
<tr>
<td><strong>Design</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bid</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Construction</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY20 Stormwater Planning</td>
<td>Clemente Salinas</td>
<td>Streets-Stor</td>
<td></td>
<td>Stormwater planning for FY19 to prioritize next years projects and develop planning level estimates.</td>
</tr>
<tr>
<td><strong>Design</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bid</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Construction</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Failed Pipe @ Isaiah &amp; Midway</td>
<td>Samuel McClelan</td>
<td>Streets-Stor</td>
<td>$200,000</td>
<td>Replace a 48” culvert on the Isaiah Drain across Midway Road.</td>
</tr>
<tr>
<td>Culvert (1/2 PI, Streets)</td>
<td>Krystal Budke,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Krystal Budke, Samuel McClelan</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Design</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bid</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Construction</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEMA Flood Study</td>
<td>Krystal Budke,</td>
<td>Streets-Stor</td>
<td>$50,000</td>
<td>FEMA Flood Study to address mitigation measures for impacted areas.</td>
</tr>
<tr>
<td>Daniel Badger</td>
<td>Samuel McClelan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Design</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bid</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Construction</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small &amp; Large Bridge Structures</td>
<td>Krystal Budke</td>
<td>Streets-Stor</td>
<td></td>
<td>Small and large bridge structures annual inspection.</td>
</tr>
<tr>
<td><strong>Design</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bid</strong></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Construction</strong></td>
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<td></td>
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<table>
<thead>
<tr>
<th>Month</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
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Page 3
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<th>Project Name</th>
<th>PM(s)</th>
<th>Project Type</th>
<th>Budget</th>
<th>Description</th>
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<tbody>
<tr>
<td>Construction</td>
<td>Krystal Budke</td>
<td>Streets</td>
<td>$1,400k</td>
<td>This federal grant project will improve traffic safety and efficiency at the intersection of Middleton Road and Lone Star Streets - Impact.</td>
</tr>
<tr>
<td>Design</td>
<td>Jeff Barnes</td>
<td></td>
<td>90%</td>
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<td>Bid</td>
<td>Jeff Barnes</td>
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<td>9/30</td>
<td>Yes</td>
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<td>Happy Valley and Stamm Road - (WinCo study $26k)</td>
<td>Clair Bowman</td>
<td>Streets</td>
<td>$26,000</td>
<td>Project includes traffic safety and efficiency improvements around the WinCo Block.</td>
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<td>9/30</td>
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<td>Construction</td>
<td>Clair Bowman</td>
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<td>Yes</td>
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<tr>
<td>Karcher and Franklin Boulevard ROW</td>
<td>Clair Bowman</td>
<td>Streets</td>
<td>$90,000</td>
<td>Right-of-way purchase for planned roundabout at the intersection of Franklin Blvd. and Karcher Rd.</td>
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<td>Middleton and Smith Avenue</td>
<td>Clemente Salinas</td>
<td>Streets</td>
<td>$747,000</td>
<td>This federal grant project will improve traffic safety and efficiency at the intersection of Middleton Road and Smith Avenue.</td>
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<td>Clemente Salinas</td>
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<td>Streets</td>
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<td>Holly &amp; Colorado</td>
<td>Jeff Barnes</td>
<td>Streets</td>
<td>$34,682</td>
<td>Project will add a traffic signal at the intersection of Holly Rd. and Colorado Avenue.</td>
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<td>Jeff Barnes</td>
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<td>9/30</td>
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<td>CDBG Pedestrian Ramps (Holly)</td>
<td>Krystal Budke</td>
<td>Streets-Misc</td>
<td>$100,000</td>
<td>Construct pedestrian ramps. This is a Community Development Block Grant Project (CDBG).</td>
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<td>Krystal Budke</td>
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<td>Krystal Budke</td>
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<td>9/30</td>
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<tr>
<td>Midland &amp; UPRR RR Crossing</td>
<td>Krystal Budke</td>
<td>Streets-Misc</td>
<td>$50,000</td>
<td>A partnership project with ITD to add safety improvements to the Midland Boulevard Union Pacific Railroad crossing.</td>
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<tr>
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<td>Krystal Budke</td>
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<td>3%</td>
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<td>Greenhurst at Sunnybrook Drive Signal, FUNDED</td>
<td>Clemente Salinas</td>
<td>Streets-Misc</td>
<td>$1,121,000</td>
<td>This safety project will install a signalized intersection at the intersection of Sunnybrook Drive and Greenhurst Road.</td>
</tr>
<tr>
<td>Parks Off Street Trail Plan</td>
<td>Jeff Barnes</td>
<td>Streets-Misc</td>
<td>$25,000</td>
<td>Update off Nampa Bike and Pedestrian Master Plan including the off-street trail system design.</td>
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<tr>
<td>Indian Creek Pathway (Taffy to Peppermint), FUNDED</td>
<td>Clemente Salinas</td>
<td>Streets-Misc</td>
<td>$500,780</td>
<td>This project will install a multi-use asphalt pathway between Taffy Drive and Peppermint Drive.</td>
</tr>
<tr>
<td>Airport Master Plan</td>
<td>Clair Bowman</td>
<td>Streets-Misc</td>
<td></td>
<td>Project will develop a long-range plan for the development of the Nampa Airport.</td>
</tr>
<tr>
<td>Stoddard City Pathway (Iowa to Amity Prior), Transp. Altern. Grant, FUNDED</td>
<td>Clemente Salinas</td>
<td>Streets-Misc</td>
<td>$539,000</td>
<td>Project will extend the Stoddard Trail from Iowa Street to Amity Avenue.</td>
</tr>
<tr>
<td>Holly Street/NNU Roadway Reconfiguration (Roosevelt Avenue to Colorado Avenue) - FUNDED</td>
<td>Clemente Salinas</td>
<td>Streets-Misc</td>
<td>$364,000</td>
<td>This project will analyze traffic and pedestrian accessibility on the Holly Street corridor along the east edge of Northwest Nazarene University.</td>
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<tr>
<td>Historic Nampa Multimodal-Sugar St/Indian Creek Path Pedestrian Crossing Beacon (RFB), FUNDED</td>
<td>Clemente Salinas</td>
<td>Streets-Misc</td>
<td>$590,000</td>
<td>Project includes various multimodal improvements in the North Nampa Neighborhood including RFB crossing at the Indian Creek Trail at Sugar Street.</td>
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<td>PM(s)</td>
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<td>Clemente Salinas</td>
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<td>Asphalt Patch</td>
<td>Dan Cornwall</td>
<td>Wastewater</td>
<td>$100,000</td>
<td>On-going asphalt contract for water and other utility patch work.</td>
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<td>Design</td>
<td>Dan Cornwall</td>
<td></td>
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<td>Construction</td>
<td>Dan Cornwall</td>
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<td>FY19 Aerial Sewer Replacements (CONSTRUCTION) (2nd St. N., Florida Ave - Blk 147, Garland St., 2nd Ave. N., 10 Ave. N./4th St. N., Garn St.)</td>
<td>Mark David</td>
<td>Wastewater</td>
<td>$324,850</td>
<td>Ongoing asset management project to repair aerial sewer crossings in the City. The old lines will be replaced with new sewer lines and casing pipe.</td>
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<tr>
<td>Design</td>
<td>Mark David</td>
<td></td>
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<tr>
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<td>Mark David</td>
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<tr>
<td>Aerial Sewer Replacements FY19 (Design), [Sunny Ln/Elijah Drain, Smith Ave./Elijah Drain, Juniper St./NNU/Elijah Drain, Orchard/Elijah Drain]</td>
<td>Mark David</td>
<td>Wastewater</td>
<td>$100,000</td>
<td>Ongoing asset management project to repair aerial sewer crossings in the City. The old lines will be replaced with new sewer lines and casing pipe.</td>
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<tr>
<td>Design</td>
<td>Mark David</td>
<td></td>
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<td>Construction</td>
<td>Mark David</td>
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<td>Flow Meters, I/I Data Collection (7 Locations)</td>
<td>Mark David</td>
<td>Wastewater</td>
<td>$100,000</td>
<td>The project will install several flow meters within sewer collection basins.</td>
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<tr>
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<td>Mark David</td>
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<td>Mark David</td>
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<tr>
<td>MH &amp; Valve Collar Adjustments Zone D</td>
<td>Mark David</td>
<td>Wastewater</td>
<td>$50,000</td>
<td>Annual manhole and valve collar adjustments within the chip seal areas.</td>
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<td>Mark David</td>
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<td>Mark David</td>
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<tr>
<td>Drying Bed Asphalt</td>
<td>Mark David</td>
<td>Wastewater</td>
<td>$30,000</td>
<td>The project includes the resurfacing of asphalt drying beds at the Wastewater Treatment Plant.</td>
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<td>Mark David</td>
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<tr>
<td>Annual Repair/Rehab Program Zone E</td>
<td>Samuel McClellan</td>
<td>Wastewater</td>
<td>$923,500</td>
<td>Repair/Replace gravity and pressure sewer pipes that are beyond their useful life through various methods.</td>
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<td>Design</td>
<td>Samuel McClellan</td>
<td>Bid</td>
<td>$300,000</td>
<td>Replace the four 100 horsepower sewer pumps at the City's Western Regional Lift Station, the City's largest.</td>
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<td>Construction</td>
<td>Samuel McClellan</td>
<td>Construction</td>
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<td>Western Regional Pump Maintenance (Procurement)</td>
<td>Jeff Barnes</td>
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<td>5360—eventually 7780</td>
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<td>Jeff Barnes</td>
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<td>Jeff Barnes</td>
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<td>Construction</td>
<td>Jeff Barnes</td>
<td>Bid</td>
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<td>Elevated Tank Replacement (Design)</td>
<td>Mark David</td>
<td>Bid</td>
<td>$450,000</td>
<td>This project will determine the future plan for the elevated water tank and determine the size and location of the new</td>
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<td>Construction</td>
<td>Mark David</td>
<td>Bid</td>
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<td>Orchard-Middleton Intersection Water (Design)</td>
<td>Clair Bowman</td>
<td>Bid</td>
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<td>Companion project with NHD1 to construct a signalized intersection. City utilities will be installed for future</td>
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<td>Construction</td>
<td>Clair Bowman</td>
<td>Bid</td>
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<td>Pump Maintenance (see comment)</td>
<td>Mark David</td>
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<td>$101,515</td>
<td>Annual asset management program to upgrade domestic pump station equipment.</td>
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<td>Construction</td>
<td>Mark David</td>
<td>Bid</td>
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<td>South Tank Safety</td>
<td>Mark David</td>
<td>Bid</td>
<td>$250,000</td>
<td>This project will install improvements to the South Tank facilities including safety railings, crack sealing and painting.</td>
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<td>Bid</td>
<td>Mark David</td>
<td>Construction</td>
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<tr>
<td>Construction</td>
<td>Mark David</td>
<td>Bid</td>
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<td>Zone F Annual Pipeline Replacement (DESIGN ONLY)</td>
<td>Clemente Salinas</td>
<td>Bid</td>
<td>$153,736</td>
<td>Annual water upgrade and/or replacement project within asset management Zone F.</td>
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<td>Clemente Salinas</td>
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<tr>
<td>8-inch line replacements Zone E (Construction)</td>
<td>Samuel McClellan</td>
<td>Bid</td>
<td>$937,583</td>
<td>As part of the asset management program, this project will replace undersized lines to increase capacity and fire flow.</td>
</tr>
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<td>Bid</td>
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<td>Bid</td>
<td>Samuel McClellan</td>
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<tr>
<td>FY18 Design, Pipelines Around Centennial Elementary</td>
<td>Samuel McClellan</td>
<td>Water/Dom</td>
<td>$344,000</td>
<td>This project will install a 12” waterline around Centennial Elementary to increase system capacity and fire flow.</td>
</tr>
<tr>
<td>Locust Ln Irrigation Supply Well</td>
<td>Mark David</td>
<td>Water/PI</td>
<td>$273,315</td>
<td>This project will determine whether a new irrigation well is feasible on the proposed Tio Lane well site property.</td>
</tr>
<tr>
<td>Pump Station SCADA Upgrades</td>
<td>Mark David</td>
<td>Water/PI</td>
<td>$79,150</td>
<td>The project will equip irrigation stations with SCADA data collection and distribution equipment.</td>
</tr>
<tr>
<td>Irrigation Water Quality</td>
<td>Mark David</td>
<td>Water/PI</td>
<td>$317,500</td>
<td>This project will design and install water filters at up to three pump stations.</td>
</tr>
<tr>
<td>Birch Gravity Irrigation Repair (CANCELLED)</td>
<td>Mark David, Krystal Budke</td>
<td>Water/PI</td>
<td>$0.00</td>
<td>Irrigation Pipe Repair and Protection</td>
</tr>
<tr>
<td>Orchard Ave Pipeline (Design &amp; Construction)</td>
<td>Clemenete Salinas</td>
<td>Water/PI</td>
<td>$75,000</td>
<td>The project will upsize an existing line in Orchard Avenue to provide capacity and fire flow improvements.</td>
</tr>
<tr>
<td>Midland Supply &amp; Transmission Line (Supply delayed until FY20)</td>
<td>Clemenete Salinas</td>
<td>Water/PI</td>
<td>$217,712</td>
<td>Asset management project from the 2014 Water Master Plan to correct high/low pressure issues to users and/or increase capacity.</td>
</tr>
<tr>
<td>Project Name</td>
<td>PM(s)</td>
<td>Project Type</td>
<td>Budget</td>
<td>Description</td>
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<tr>
<td>Construction</td>
<td>Clemente Salinas</td>
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<td>Stella's Point</td>
<td>Daniel Badger</td>
<td>Water/PI</td>
<td>$983,876</td>
<td>City to pay the developer to add a City Irrigation Station in the Stella's Point subdivision.</td>
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<td>River Meadows Irrigation Pump Station</td>
<td>Daniel Badger</td>
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<td>$150,000</td>
<td>Reimurse developer to install the River Meadows Irrigation Pump Station.</td>
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<tr>
<td>Construction</td>
<td>Daniel Badger</td>
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<tr>
<td>Annual Water Material Procurement</td>
<td>Daniel Badger</td>
<td>Water/PI</td>
<td></td>
<td>Procurement of water materials for the Waterworks Division.</td>
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<td>Procurement of water meters for the Waterworks Division.</td>
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| Month | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | 2019 Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | 2020 Jan | Feb | Mar | Apr |
|-------|-----|-----|-----|-----|-----|-----|-----|-----|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Design |     |     |     |     |     |     |     |     | 10/1     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Bid     |     |     |     |     |     |     |     |     | 10/1     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Construction |     |     |     |     |     |     |     |     |     |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Stella's Point |     |     |     |     |     |     |     |     |     | 0%     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Design |     |     |     |     |     |     |     |     |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Bid     |     |     |     |     |     |     |     |     |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Construction |     |     |     |     |     |     |     |     |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| River Meadows Irrigation Pump Station |     |     |     |     |     |     |     |     |     |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Design |     |     |     |     |     |     |     |     |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Bid     |     |     |     |     |     |     |     |     |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Construction |     |     |     |     |     |     |     |     |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Annual Water Material Procurement |     |     |     |     |     |     |     |     |     |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Design |     |     |     |     |     |     |     |     |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
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| Construction |     |     |     |     |     |     |     |     |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Water Meter Equipment 2019 |     |     |     |     |     |     |     |     |     |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Design |     |     |     |     |     |     |     |     |     |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Bid     |     |     |     |     |     |     |     |     |     |       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |

Page 9
Your public dollars at work!

Go to www.cityofnampa.us/projects to learn the latest information on project schedules, closures and detour routes.

Look inside to learn what’s ahead for the 2019 Construction Season

Between spring and fall, 22 major improvement projects will occur

Questions? Comments?
Contact us!
If you have questions, please call (208) 465-2221 or email projects@cityofnampa.us.

Work Zone Safety
Watch for detours, directional signs and cones.
The City of Nampa is working hard to improve the condition of our streets.

Thank you, in advance, for your patience as we head into the 2019 construction season.

While road construction can lead to an interruption in our routine, we are sensitive to the inconvenience it can present as we improve the city’s infrastructure.

The goal of every project is to enhance the quality of life, safety and economic development of Nampa and its residents.

The information included in this brochure serves as a snapshot of Nampa’s 2019 projects. We invite you to visit cityofnampa.us/projects for the additional information on project schedules, closures and detour routes.

—Mayor Debbie Kling

DID YOU KNOW? The City of Nampa is Idaho’s largest full service city and manages 800 lane miles.
Busy Construction Season Ahead

- 61 City Projects ($19.7 M)
- 6 NHD Projects ($2.7 M)
- 3 ITD Projects ($150 M)
Strategic Planning Efforts

- Utilizing 7 Master Plans
- 7 Year/Zone Asset Maintenance Schedule
Greenhurst Road Rebuild (Midland to Juniper)- $2.5M
FY19 Chip Seal Zone D- $685K
Locust Lane Irrigation Supply Well - $1.3M
Annual Water Improvements - $762K
Annual Sewer Repair/Rehab Zone E - $937K
Utility Projects

Sewer/Water Lines - $5M

Stormwater Improvements - $450K
ITD Projects in Nampa

- I-84 Corridor Widening (Karcher to Franklin)
- I-84 Corridor Widening (Karcher Overpass)
- I-84 Corridor Widening (Northside Interchange)
Public Communication Plan

- Community Mailer
- www.cityofnampa.us/projects
- projects@cityofnampa.us
- 208-465-2221
- Facebook, Nextdoor
- Project Signs
- Inter-Agency Coordination

The City of Nampa is working hard to improve the condition of our streets. Thank you, in advance, for your patience as we head into the 2019 construction season.

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- Mayor Debbie Kling

Questions?
- CITY OF NAMPA 208.465.2221
- IDAHO DEPT. OF TRANSPORTATION 208.334.8300
- NAMPA HIGHWAY DISTRICT 208.467.4576
- (208) 465 - 2221 www.cityofnampa.us

Nampa has 22 major improvement projects scheduled between spring and fall of 2019.

2019 Projects Report

Your Public Dollars | At Work

City of Nampa Projects

AAA Const. XXX-XXXX | June - August 20XX
Nampa - 465-2221 | projects@cityofnampa.us
Fiscal Year 19 Project Delivery Dashboard

First Quarter

February 19, 2019 Council Meeting
2019 Capital Improvement Projects

- 22 major projects
- $19M in value
Goal: 100% Constructed in Fiscal Year

“What gets measured gets done”
FY18 Project Dashboard
(Last Year Comparison)

<table>
<thead>
<tr>
<th></th>
<th>First Quarter</th>
<th>Second Quarter</th>
<th>Third Quarter</th>
<th>Fourth Quarter</th>
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<tr>
<td>Percent Designed</td>
<td>51%</td>
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<tr>
<td>Percent Awarded</td>
<td>43%</td>
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<tr>
<td>Percent Constructed</td>
<td>29%</td>
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</table>
FY19 Project Savings

Remaining FY19 Project Savings Goal $293,000

Design
FY 19 CDBG Ped Ramps
FY 20 Storm Drain Project
FY 20 Water Project
Inspection
FY 19 Aerial Sewer Project
FY 19 Residential Chip Seal

- Greenhurst Road Rebuild Inspection $32,000
- Grant Applications $25,000
- Failed Pipe at Isaiah & Midway Inspection $50,000
Project Management Team

Daniel Badger, P.E.
City Engineer

Clemente Salinas, PE
Assistant City Engineer, Projects

Project Managers

Samuel McClellan, PE
Mark David, Project Manager
Krystal Duran, EIT
Nicole Fletcher, EIT
Questions?

Greenhurst Road Rebuild Project
ORDINANCES OF THE CITY OF NAMPA
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. 4417

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 11.724 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)

Approved:

By _________________________
Mayor

Attest:

______________________________
City Clerk

Ordinance No 4417 shall be effective on its date of publication, which shall be on the 26th day of February, 2019. Ordinance No. 4417 was passed by the Council and approved by the Mayor on the 4th day of February, 2019. 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 19th day of February, 2019, for publication on the 26th day of February, 2019, pursuant to Idaho Code § 50-901A.

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 19th day of February, 2019. Mark Hilty, Attorney for City of Nampa
ORDINANCE NO. ________

AN ORDINANCE DETERMINING THAT CERTAIN LANDS, GENERALLY DESCRIBED AS LYING EAST OF MIDWAY ROAD, BETWEEN W. IOWA ROAD AND LAKE LOWELL AVENUE, COMPRISING APPROXIMATELY 122.38 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 7 (SINGLE FAMILY RESIDENTIAL – WITH A “REQUIRED PROPERTY AREA” OF AT LEAST 7,000 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 102-18 (Toll ID 1, LLC Annexation) at a public hearing held on November 5, 2018.

Section 2. The following described property, generally described as lying east of Midway Road, between W. Iowa Road and Lake Lowell Avenue, comprising approximately 122.38 acres, more or less, is contiguous to the City of Nampa, Idaho, and the applicant has requested that said following described property should be annexed into the City of Nampa as RS 7 (Single Family Residential – With a “Required Property Area” of at Least 7,000 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 7 (Single Family Residential – With a “Required Property Area” of at Least 7,000 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 7 (Single Family Residential – With a “Required Property Area” of at Least 7,000 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 19th day of February, 2019.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 19th day of February, 2019.

Attest:

Mayor Debbie Kling

City Clerk
DESCRIPTION FOR
CARRIAGE HILLS WEST SUBDIVISION

A parcel of land located in the NW 1/4 of Section 31, T. 3 N. R. 2 W., B.M., Nampa, Canyon County, Idaho, more particularly described as follows:

Commencing at the W1/4 corner of the said Section 31, from which the C1/4 corner of said Section 31 bears North 89°22'42" East, 2740.05 feet, said point being the REAL POINT OF BEGINNING;

Thence along the west boundary of said NW 1/4 North 00°43'49" East, 1299.62 feet,

Thence leaving said boundary North 88°58'52" East, 195.04 feet;

Thence North 00°41'19" East, 143.54 feet;

Thence North 76°52'43" West, 199.49 feet to a point on the west boundary of said NW 1/4;

Thence along said west boundary North 00°43'49" East, 498.70 feet,

Thence leaving said boundary South 89°54'00" East, 330.00 feet;

Thence North 00°43'49" East, 860.00 feet to a point on the north boundary of said NW 1/4;

Thence along said north boundary South 89°54'00" East, 965.27 feet,

Thence leaving said boundary South 00°43'03" West, 91.97 feet;

Thence South 71°54'27" East, 660.25 feet;

Thence South 56°25'05" East, 34.81 feet;

Thence South 05°41'15" West, 317.56 feet;

Thence South 89°25'21" East, 184.84 feet;

Thence South 78°52'19" East, 249.92 feet;

Thence North 86°49'16" East, 212.81 feet;

Thence North 78°06'01" East, 137.40 feet to a point on the east boundary of said NW 1/4;

Thence along said east boundary South 00°17'11" East, 52.67 feet to a point on the easterly right-of-way of the Robinson Lateral;

Thence along said easterly right-of-way the following 4 courses and distances:

Thence South 77°51'26" West, 141.05 feet;

Thence North 89°10'14" West, 87.70 feet;
Thence South 84°42'39" West, 109.52 feet;
Thence North 80°40'29" West, 54.79 feet;
Thence leaving said right-of-way South 46°27'39" West, 203.55 feet;
Thence South 05°23'24" West, 263.21 feet;
Thence South 18°34'13" East, 97.67 feet to a point on a curve on said easterly right-of-way of the Robinson Lateral;
Thence along said easterly right-of-way the following 8 courses and distances:

Thence 58.02 feet along the arc of a non-tangent curve to the left, said curve having a radius of 1381.43 feet, a central angle of 02°24'23" and a long chord bearing South 54°33'28" East, 58.01 feet to a point of reverse curvature;
Thence 132.21 feet along the arc of a curve to the right, said curve having a radius of 236.88 feet, a central angle of 31°58'46" and a long chord bearing South 39°46'14" East, 130.50 feet to a point of reverse curvature;
Thence 95.97 feet along the arc of a curve to the left, said curve having a radius of 480.12 feet, a central angle of 11°27'09" and a long chord bearing South 25°58'21" East, 95.81 feet to a point of a non-tangent reverse curvature;
Thence 85.04 feet along the arc of a curve to the left, said curve having a radius of 523.56 feet, a central angle of 09°18'21" and a long chord bearing South 36°21'07" East, 84.94 feet to a point of compound curvature;
Thence 60.40 feet along the arc of a curve to the left, said curve having a radius of 91.89 feet, a central angle of 37°39'38" and a long chord bearing South 59°50'06" East, 59.32 feet to a point of tangency;
Thence South 78°39'55" East, 84.87 feet;
Thence South 74°45'47" East, 143.99 feet to a point of non-tangent curvature;
Thence 40.93 feet along the arc of a non-tangent curve to the right, said curve having a radius of 234.63 feet, a central angle of 09°59'46" and a long chord bearing South 68°13'26" East, 40.88 feet to a point on the east boundary of said NW 1/4;
Thence leaving said right-of-way, and along said east boundary South 00°17'11" East, 734.04 feet;
Thence leaving said boundary South 88°27'09" West, 431.45 feet to a point on the centerline of the Thacker Lateral;
Thence along said centerline the following 13 courses and distances:

Thence North 38°15'02" West, 11.07 feet;
Thence North 41°54'51" West, 84.21 feet;
Thence North 48°01'29" West, 220.98 feet;
Thence North 45°55'28" West, 89.72 feet;
Thence North 51°50'03" West, 14.48 feet;
Thence North 58°19'51" West, 37.60 feet to a point of non-tangent curvature;
Thence 94.53 feet along the arc of a non-tangent curve to the left, said curve having a radius of 170.00 feet, a delta angle of 31°51'39", and a long chord bearing North 86°12'08" West, 93.32 feet;
Thence South 70°32'28" West, 66.26 feet;
Thence South 64°00'02" West, 110.24 feet;
Thence South 52°07'20" West, 60.67 feet;
Thence South 40°14'39" West, 33.29 feet;
Thence South 52°53'32" West, 22.79 feet;
Thence South 76°16'02" West, 14.34 feet;
Thence leaving said centerline South 19°43'00" East, 31.75 feet;
Thence South 11°59'57" West, 113.40 feet;
Thence South 06°55'02" West, 172.77 feet;
Thence South 10°51'11" West, 73.45 feet;
Thence South 07°54'20" West, 60.52 feet to a point on the south boundary of the NW 1/4 of said Section 31;
Thence along said south boundary South 89°22'42" West, 198.02 feet;
Thence leaving said boundary North 00°43'49" East, 240.00 feet;
Thence South 89°22'42" West, 215.00 feet;
Thence South 00°43'49" West, 240.00 feet to a point on the south boundary of said NW 1/4;
Thence along said south boundary South 89°22'42" West, 610.00 feet;
Thence leaving said boundary North 00°43'49" East, 220.00 feet;
Thence South 89°22'42" West, 149.00 feet;
Thence South 00°43'49" West, 220.00 feet to a point on the south boundary of said NW 1/4;
Thence along said south boundary South 89°22'42" West, 388.05 feet to the REAL POINT OF BEGINNING. Containing 122.38 acres, more or less.
ORDINANCE NO. _________

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL, TO MODIFY THE ANNEXATION & ZONING DEVELOPMENT AGREEMENT TO WHICH THOSE CERTAIN PARCEL(S) OF REAL PROPERTY, COMMONLY KNOWN AS THE COVEY RUN SUBDIVISION, LOCATED AT OR NEAR 2305 E. VICTORY ROAD, NAMPA, CANYON COUNTY, IDAHO, COMPRISING APPROXIMATELY 4.588 ACRES, MORE OR LESS, ARE SUBJECT, DESCRIBED IN ORDINANCE NO. 3670 AND RECORDED ON FEBRUARY 22, 2007, AS INSTRUMENT NO. 2007013171, RECORDS OF CANYON COUNTY, IDAHO, SO AS TO INCLUDE AN ADDITIONAL ANNEXED TRIANGULAR SHAPED PARCEL ADJACENT TO AND IMMEDIATELY TO THE EAST OF THE ORIGINAL PARCEL(S) DESCRIBED ABOVE AND TO ENABLE DEVELOPMENT OF ATTACHED DWELLINGS IN A FOUR-PLEX STYLE CONFIGURATION RATHER THAN AS TOWNHOMES; DIRECTING THE CITY PLANNING DIRECTOR TO ALTER THE USE AND AREA MAP ACCORDINGLY; DETERMINING THAT SAID ADJACENT LANDS, LYING IMMEDIATELY TO THE EAST OF THE PROPERTY REFERENCED ABOVE, COMPRISING AND APPROXIMATELY 1.50 ACRES, MORE OR LESS, LAY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF NAMPA, COUNTRY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, IDAHO, AS PART OF THE RD (TWO-FAMILY (DUPLEX) RESIDENTIAL) 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; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; 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.

WHEREAS, all required public hearings have been held on modification of the Annexation & Zoning Development Agreement to which those certain parcels of real property, commonly known as Pheasant Meadows Subdivision of Nampa, Canyon County, Idaho, are subject, described in Ordinance No. 3670, recorded on February 22, 2007, as Instrument No. 2007013171, records of Canyon County, Idaho, so as to include additional annexed property (described hereinbelow) comprising approximately 1.50 acres, more or less, and to enable development of attached dwellings in a four-plex style configuration rather than as townhomes;
WHEREAS, it is deemed to be in the best interests of the City of Nampa to annex the property described hereinbelow and to so modify the above-identified Annexation and Zoning Development Agreement.

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

Section 1. That the Annexation and Zoning Development Agreement for the subject property, described in Ordinance No. 3670, recorded on November 7, 2008, as Instrument No. 2008059426, records of Canyon County, Idaho, is hereby modified as set forth in that certain “AMENDMENT TO DEVELOPMENT AGREEMENT,” marked as Exhibit “A,” attached hereto and made a part hereof by this reference, so as to include additional annexed property (described hereinbelow) comprising approximately 1.50 acres, more or less, the entirety of which will now be subject to said amended Annexation and Zoning Development Agreement. The original parcel(s) subject to the Annexation and Zoning Development Agreement are more particularly described in Exhibit A-1 (to Exhibit A, labeled as “Original Parcel Property Description”), while the newly annexed property (described hereinbelow) is more particularly described in Exhibit A-2 (to Exhibit A, labeled as “Annexation Land Description”), resulting in a total area subject to said AMENDMENT TO發展 AGREEMENT of approximately 6.088 acres, more or less.

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

Section 3. 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 069-17 at a public hearing held on November 19, 2018.

Section 4. The following described property, comprising approximately 1.50 acres, more or less, and lying to the east of the property described in the original Annexation and Zoning Development Agreement referenced above, is contiguous to the City of Nampa, Idaho, and the applicant has requested that said following described property should be annexed into the City of Nampa and zoned as RD (Two-Family (Duplex) Residential):

See Exhibit “A-2,” labeled as “Annexation Land Description” (Exhibit A-2 is an exhibit to Exhibit “A,” referenced above, which Exhibit “A” is attached hereto and made a part hereof by this reference).

Section 5. That the above-described property is hereby annexed into the corporate limits of the City of Nampa and zoned RD (Two-Family (Duplex) Residential).

Section 6. 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 RD (Two-Family (Duplex) Residential).

Section 7. All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

Section 8. This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

Section 9. 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 19th day of February, 2019.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 19th day of February, 2019.

ATTEST:

DEBBIE KLING, Mayor

City Clerk (or Deputy)
EXHIBIT A-1
PROPERTY DESCRIPTION

A Portion of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows;

Commencing at a found 5/8-inch rebar with illegible plastic marking the North 1/4 corner of Section 26, from which a found Brass Cap Monument marking the Northeast corner thereof bears South 89°16’33” East, a distance of 2,651.27 feet;

thence along the Northerly boundary of Section 26 (also being the center line of Power Line Road), South 89°16’33” East, a distance of 20.00 feet to a set 5/8-inch rebar with plastic cap stamped “FLSI PLS 7612” marking its intersection with the Easterly Right-of-Way of Sugar Avenue, the TRUE POINT OF BEGINNING;

thence continuing along said boundary and center line, South 89°16’33” East, a distance of 311.61 feet to a set 5/8-inch rebar with plastic cap stamped “FLSI PLS 7612” marking the Northeasterly corner of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 26;

thence along the Easterly boundary of said West 1/2 South 00°19’13” West, a distance of 659.24 feet to a set 5/8-inch rebar with plastic cap stamped “FLSI PLS 7612” marking its intersection with the North-North 1/64 line of Section 26;

thence along said 1/64th line North 89°13’35” West, a distance of 311.66 feet to a set 5/8-inch rebar with plastic cap stamped “FLSI PLS 7612” marking its intersection with the Easterly Right-of-Way of Sugar Avenue;

thence along said Right-of-Way North 00°20’31” East, a distance of 658.97 feet to the TRUE POINT OF BEGINNING:

Containing 205,328 square feet, 4.713 Acres, more or Less.

EXCEPTING THEREFROM:

A Portion of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found 5/8-inch rebar with illegible plastic marking the North 1/4 corner of Section 26, from which a found Brass Cap Monument marking the Northeast corner thereof bears South 89°16’33” East, a distance of 2,651.27 feet;

thence along the Northerly boundary of Section 26 (also being the center line of Power Line Road), South 89°16’33” East, a distance of 253.8 feet (formerly 270.8 feet) to a set 5/8-inch rebar with plastic cap stamped “FLSI PLS 7612” marking its intersection with the Westerly Right-of-Way of the North Nampa Lateral, the TRUE POINT OF BEGINNING;
thence continuing along said boundary and center line, South 89°16′33″ East, a distance of 56.26 feet (formerly 55.8 feet) to a set 5/8-inch rebar with plastic cap stamped “FLSI PLS 7612″ marking its intersection with the Easterly Right-of-Way of the North Nampa Lateral;

thence along said Right-of-Way South 26°33′08″ East (formerly South 26°30′ East), a distance of 47.24 feet to a set 5/8-inch rebar with plastic cap stamped “FLSI PLS 7612″ marking its intersection with the Easterly boundary of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 26;

thence along said boundary South 00°19′13″ West, a distance of 110.62 feet to a set 5/8-inch rebar with plastic cap stamped “FLSI PLS 7612″ marking its intersection with the Westerly Right-of-Way of the North Nampa Lateral;

thence along said Right-of-Way North 26°33′08″ West (formerly North 26°30′ West), a distance of 171.69 feet to the TRUE POINT OF BEGINNING;

Containing 5,473 square feet, 0.125 Acres, more or Less.

The net land area (main parcel minus exception) is 199,855 square feet, 4.588 acres, more or less.

The dimensions listed herein as ‘formerly’ are in accordance with the exception (for the North Nampa Lateral) described in Warranty Deed Instrument Number 200574220. The exception description is ambiguous and cannot be used as written. This description is based on record documents and the physical (surveyed) location of the canal.

Subject to easements and rights-of-way of record and not of record.

END OF DESCRIPTION
Accurate Surveying & Mapping

A Professional Corporation

Exhibit A-2

Land Description

A triangular parcel of land being a portion of the East One-Half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 26, Township 3 North, Range 2 West of the Boise Meridian, City of Nampa, Canyon County, Idaho, being more particularly described as follows:

**Commencing** at the found 5/8th inch iron pin monument at the North ¼ corner of said Section 26 from which the found brass cap monument at the Section Corner common to Sections 23, 24, 25 and 26, T3N, R2W bears S 89° 16′ 33″ E a distance of 2651.28 feet; thence S 89° 16′ 33″ E along the line common to said Sections 26 and 23 for a distance of 253.80 feet; thence S 26° 33′ 08″ E for a distance of 171.69 feet to a found 5/8th inch iron pin labeled PLS 4347 and the **REAL POINT OF BEGINNING**;

Thence S 26° 33′ 08″ E for a distance of 570.26 feet to a found 5/8th inch iron pin labeled “JUB” on the southerly boundary of the East ¼ of the Northwest ¼ of the Northeast ¼ of said Section 26;

Thence N 89° 13′ 35″ W along said southerly boundary for a distance of 257.77 feet to a found 5/8th inch iron pin labeled PLS 4347;

Thence N 00° 19′ 13″ E along the easterly boundary of the East ¼ of the Northwest ¼ of the Northeast ¼ of said Section 26 for a distance of 506.64 feet the **REAL POINT OF BEGINNING**.

Parcel contains 1.50 acres, or 65,296 square feet, more or less.

**SUBJECT TO:** Any easements or reservations of record or in use on or across the above-described parcel of land.
AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to a Development Agreement (the “First Amendment”) is entered into this _____ day of ______________, 2018 (the “Effective Date”) by and between the City of Nampa, a municipal corporation (the “City”) and Getty Capital of Idaho hereinafter referred to as the “New Owner/Developer”.

RECIDALS

A. The City and Constantine LLC, the “Original Owner(s)/Developer(s)”, entered into a certain Development Agreement package/set (hereinafter the “Original Agreement”) dated 20 February 2007 and recorded in the records of Canyon County, Idaho as Instrument No. 2007013171, Ordinance No. 3670.

B. The Original Agreement was created in conjunction with the annexation and zoning assignment of some 4.588 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/this “New Agreement”.

E. Accordingly, the New Owner/Developer applied to City on or about 14 August 2018 (the “date of application”) for Development Agreement Modification approval in order to amend the Original Agreement by adding, through annexation, an additional 1.5 acres of land to the acreage made a part of the Original Agreement and by revising the commitments/terms section of the Original Agreement to enable development of a re-envisioned and expanded single-family residential subdivision containing attached dwellings in four-plex style configuration(s) (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, and, an Annexation and Zoning Assignment request intended to add 1.50 of ground to the land included in the Original Agreement).

Getty Capital LLC.Covey Run Project
Development Agreement Modification 2018

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

I. Further, City (pursuant to Section 10-2-5 of Nampa City Code and Idaho Code Section 67-6511A), has subsequently authorized this 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 RD 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’s Council attached hereto as the “Exhibits B Set” and made a part hereof; provided however, that the New Owner/Developer(s) shall have limited flexibility to develop the Property to meet market conditions subject to pre-approval by the City, and that the only specific commitments concerning development of the Project which the New Owner/Developer(s) is making are set forth herein. Upon recordation of this New Agreement, the New Owner/Developer(s) shall have all general zoning-based land use permission-based entitlement approval(s) required from the City for development of the Project.

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

5. This 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

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ordinate 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-interest 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

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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(S)
EXHIBIT A-1
ORIGINAI PARCEL PROPERTY DESCRIPTION

A Portion of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows;

Commencing at a found 5/8-inch rebar with illegible plastic marking the North 1/4 corner of Section 26, from which a found Brass Cap Monument marking the Northeast corner thereof bears South 89°16'33" East, a distance of 2,651.27 feet;

thence along the Northerly boundary of Section 26 (also being the center line of Power Line Road), South 89°16'33" East, a distance of 20.00 feet to a set 5/8-inch rebar with plastic cap stamped "FLSI PL5 7612" marking its intersection with the Easterly Right-of-Way of Sugar Avenue, the TRUE POINT OF BEGINNING;

thence continuing along said boundary and center line, South 89°16'33" East, a distance of 311.41 feet to a set 5/8-inch rebar with plastic cap stamped "FLSI PL5 7612" marking the Northeasterly corner of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 26;

thence along the Easterly boundary of said West 1/2 South 00°19'13" West, a distance of 659.24 feet to a set 5/8-inch rebar with plastic cap stamped "FLSI PL5 7612" marking its intersection with the North-North 1/64 line of Section 26;

thence along said 1/64th line North 89°13'35" West, a distance of 311.66 feet to a set 5/8-inch rebar with plastic cap stamped "FLSI PL5 7612" marking its intersection with the Easterly Right-of-Way of Sugar Avenue;

thence along said Right-of-Way North 00°20'31" East, a distance of 658.97 feet to the TRUE POINT OF BEGINNING;

Containing 205,328 square feet, 4.713 Acres, more or less.

EXCEPTING THEREFROM:

A Portion of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found 5/8-inch rebar with illegible plastic marking the North 1/4 corner of Section 26, from which a found Brass Cap Monument marking the Northeast corner thereof bears South 89°16'33" East, a distance of 2,651.27 feet;

thence along the Northerly boundary of Section 26 (also being the center line of Power Line Road), South 89°16'33" East, a distance of 253.8 feet (formerly 270.8 feet) to a set 5/8-inch rebar with plastic cap stamped "FLSI PL5 7612" marking its intersection with the Westerly Right-of-Way of the North Nampa Lateral, the TRUE POINT OF BEGINNING;
thence continuing along said boundary and center line, South 89°16′33″ East, a distance of 56.26 feet (formerly 55.8 feet) to a set 5/8-inch rebar with plastic cap stamped “FLSI PLS 7612” marking its intersection with the Easterly Right-of-Way of the North Nampa Lateral;

thence along said Right-of-Way South 26°33′08″ East (formerly South 26°30′ East), a distance of 47.24 feet to a set 5/8-inch rebar with plastic cap stamped “FLSI PLS 7612” marking its intersection with the Easterly boundary of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 26;

thence along said boundary South 00°19′13″ West, a distance of 110.62 feet to a set 5/8-inch rebar with plastic cap stamped “FLSI PLS 7612” marking its intersection with the Westerly Right-of-Way of the North Nampa Lateral;

thence along said Right-of-Way North 26°33′08″ West (formerly North 26°30′ West), a distance of 171.69 feet to the TRUE POINT OF BEGINNING;

Containing 5,473 square feet, 0.125 Acres, more or less.

The net land area (main parcel minus exception) is 199,855 square feet, 4.588 acres, more or less.

The dimensions listed herein as ‘formerly’ are in accordance with the exception (for the North Nampa Lateral) described in Warranty Deed Instrument Number 200574220. The exception description is ambiguous and cannot be used as written. This description is based on record documents and the physical (surveyed) location of the canal.

Subject to easements and rights-of-way of record and not of record.

END OF DESCRIPTION
Exhibit A-2

Annexation Land Description

A triangular parcel of land being a portion of the East One-Half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 26, Township 3 North, Range 2 West of the Boise Meridian, City of Nampa, Canyon County, Idaho, being more particularly described as follows:

Commencing at the found 5/8th inch iron pin monument at the North ¼ corner of said Section 26 from which the found brass cap monument at the Section Corner common to Sections 23, 24, 25 and 26, T3N, R2W bears S 89° 16’ 33” E a distance of 2651.28 feet; thence S 89° 16’ 33” E along the line common to said Sections 26 and 23 for a distance of 253.80 feet; thence S 26° 33’ 08” E for a distance of 171.69 feet to a found 5/8th inch iron pin labeled PLS 4347 and the REAL POINT OF BEGINNING;

Thence S 26° 33’ 08” E for a distance of 570.26 feet to a found 5/8th inch iron pin labeled "JUB" on the southerly boundary of the East ½ of the Northwest ¼ of the Northeast ¼ of said Section 26;

Thence N 89° 13’ 35” W along said southerly boundary for a distance of 257.77 feet to a found 5/8th inch iron pin labeled PLS 4347;

Thence N 00° 19’ 13” E along the easterly boundary of the East ½ of the Northwest ¼ of the Northeast ¼ of said Section 26 for a distance of 506.64 feet the REAL POINT OF BEGINNING.

Parcel contains 1.50 acres, or 65,296 square feet, more or less.

SUBJECT TO: Any easements or reservations of record or in use on or across the above-described parcel of land.
NEW EXHIBITS B SET  
(CONCEPT PLANS)
IN WITNESS WHEREOF, the parties have caused this New Agreement [an amendment to a Development Agreement] to be executed as of the Effective Date specified above.

[NEW]

OWNER/DEVELOPER(S):

Getting Baptin LLC Individual Plan
Robert R. Bass TTEE FBO Robert R. Bass

[Signature]
R. K. Bass

Penelope L. Constantikis
Notary Public for State of Idaho
Residing at Boise, ID
Commission Expires: 03/18/19

STATE OF IDAHO)

) ss.

County of Canyon )

On this 30 day of January, in the year of 2018, before me, Penelope Constantikis, personally appeared Robert Bass, the person or party whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same for and on behalf of Getty Capital of Idaho LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the Day and year first above written.
[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.
ORDINANCE NO. ______

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL ADDING TITLE 6, CHAPTER 1, SECTION 6-1-6 TO THE NAMPA CITY CODE, PERTAINING TO THE PROHIBITION OF SMOKING AT LIBRARY SQUARE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

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

Section 1. That Title 6, Chapter 1, Section 6-1-6, pertaining to the prohibition of smoking at Library Square, be added to the Nampa City Code as follows:

6-1-6: SMOKING PROHIBITED AT LIBRARY SQUARE:

No person shall light, use, or smoke any cigarette, electronic cigarette, cigar, pipe, hookah, or other similar product, in any area within or surrounding Library Square and its parking garage, except for those areas specifically designated for smoking by the Nampa City Clerk or designee following recommendation of those areas by the Nampa Development Corporation. "Library Square" refers to the property that is bounded by 12th Avenue South, 2nd Street South, 11th Avenue South, and 3rd Street South, excluding the privately owned business building bordering 2nd Street South.

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.

Section 2. This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.

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

Section 4. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

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

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this ____ day of February, 2019.
ATTEST:

Mayor Debbie Kling

City Clerk (or Deputy)
ORDINANCES OF THE CITY OF NAMPA
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. ______

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL ADDING TITLE 6, CHAPTER 1, SECTION 6-1-6 TO THE NAMPA CITY CODE, PERTAINING TO THE PROHIBITION OF SMOKING AT LIBRARY SQUARE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

Section 1: Adds Title 6, Chapter 1, Section 6-1-6 to the Nampa City Code, prohibiting smoking in Library Square, and adding that a violation of such is an infraction, the penalty for which is a $100 fine, plus court costs.

Sections 2 through 4: Provides that this ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law; provides for severability; repeals conflicting ordinances, resolutions, and orders.

Ordinance No. ______ provides an effective date, which shall be on the 26th day of February, 2019. Ordinance No. ______ was passed by the Council and approved by the Mayor on the 19th day of February, 2019. 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 19th day of February, 2019, pursuant to Idaho Code § 50-901A.

Mayor Debbie Kling

ATTEST: Deborah Bishop, City Clerk

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 19th day of February, 2019.
Mark Hilty, Attorney for City of Nampa
At the time of Publication This Item Had no Supporting Documentation
RESOLUTION NO. 13-2019

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. (Fire 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 BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 19TH DAY OF FEBRUARY, 2019.

Approved:

Mayor Debbie Kling

ATTEST:

City Clerk
Mayor,

I talked with Debra Rosen, She said that she would get the resolutions ready for the city attorney and your review prior to placing on the agenda. I have attached two letters of request for our surplus fire engines from Council Fire Department and Marsing Fire Department. As indicated in our meeting today, Marsing Fire will be having an event on February 16th, and would like to tentatively announce the gift to their community and fire department members. Please let me know if you feel like that is possible or hold off on that announcement until after the council meeting on Tuesday 2/19.

The resolutions to surplus these fire engines will be on the agenda at that time.

I appreciate, what we call “Our Pay it Forward” program. Last year we were able to gift Sandhollow Fire Department with one of our surplus engines. It means so much to these small and completely volunteer departments to get a gift of this magnitude. They are running on minimum budgets, having fund raisers and bake sales to buy supplies and equipment for their communities. Thank you for allowing us to play apart in supporting our neighbors across the valley and the state of Idaho.

Thank you,

Phil Roberts
Fire Chief
O: 208.468.5770
F: 208.468.5780
C: 208-996-9573
Nampa Fire Website - Facebook

Notice: All communication transmitted within the City of Nampa Email system may be a public record and may be subject to disclosure under the Idaho Public Records Act (Idaho Code 74-101 et seq.) and as such may be copied and reproduced by members of the public. In addition, archives of all City emails are generally kept for a period of two years and are also subject to monitoring and review.
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 interest of the City and in accordance with Idaho Code and City Resolution No. 25-2015.

<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</td>
<td></td>
<td>1</td>
<td>1999 Pearce Ft Truck 4P1CT02U6XA000937</td>
<td></td>
<td>$6,000</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: Fire  
Received By: 02-06-2019

Requesting Persons Name (Print)  
Chief Phil Roberts  
Date Received: 02-06-2019

Requesting Persons Signature:  
Date: 02-06-2019
February 26, 2018

Dear Chief Roberts:

I am writing to request that Marsing Rural Fire District be considered as a recipient of a surplus engine when one becomes available.

Marsing Rural Fire District is a volunteer fire department that covers approximately 95 square miles in Owyhee and Canyon Counties. Our fire house is located in Marsing. We are currently in the design phase of constructing a sub-station on donated property on Walker Lake Lane in Canyon County. Our plan is to break ground this Spring. This sub-station will allow us to decrease our response time to calls in this rapidly growing area of our district. It will also allow us to avoid the Snake River bridge construction which is projected to begin mid 2018 and continue for 2 years. We have volunteers that live in Canyon County and plan to stage equipment on that side of the river whether or not the sub-station is completed by the time the bridge construction begins.

The challenges of expansion have stretched our budget to the maximum. We plan to equip the new sub-station, in the short term, with existing engines and equipment, thereby reducing the efficiency of our current operations in the Owyhee County portion of our district. The addition of one of your surplus engines would greatly alleviate this situation.

I hope you will consider this request when you allocate your excess equipment and enable Marsing Rural Fire District to continue protecting lives and property in our district.

Sincerely,

Jim Bower
Chairman
Board of Commissioners
Marsing Rural Fire District
RESOLUTION NO. 14-2019

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. (Fire 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 BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 19TH DAY OF FEBRUARY, 2019.

Approved:

Mayor Debbie Kling

ATTEST:

__________________________
City Clerk
Mayor,

I talked with Debra Rosen. She said that she would get the resolutions ready for the city attorney and your review prior to placing on the agenda. I have attached two letters of request for our surplus fire engines from Council Fire Department and Marsing Fire Department. As indicated in our meeting today, Marsing Fire will be having an event on February 16th, and would like to tentatively announce the gift to their community and fire department members. Please let me know if you feel like that is possible or hold off on that announcement until after the council meeting on Tuesday 2/19.

The resolutions to surplus these fire engines will be on the agenda at that time.

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Thank you,
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<table>
<thead>
<tr>
<th>Disposal Method Code</th>
<th>Use Category</th>
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<th>Description of Item (include Vin# if a vehicle)</th>
<th>Cond. Code</th>
<th>Estimated Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td></td>
<td>1</td>
<td>1996 Pearce Ft Truck Pumper 4P1CTC2U5TA000392</td>
<td></td>
<td>$5,000</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: Fire
Received By: 02-06-2019

Requesting Persons Name (Print) Chief Phil Roberts
Date Received: 02-06-2019

Requesting Persons Signature: ______________________________
Date: 02-06-2019
November 9, 2018

Chief Phil Roberts
820 2nd St. S.
Second Floor
Nampa, ID 83651

Dear Chief Roberts:

It has come to my attention that you will be surplusing a Type 1 engine soon, and there may be a possibility that it could be donated to a needy fire department. To that end, I am making a plea for that donation to Council Fire Department.

Our current first line engine is a 1976 Mack LaFrance that has more than its fair share of mechanical issues and at times one wonders if it will make it to an incident or not. We have an extremely limited budget so purchasing a newer engine is not an option. In short, Council Fire Department would be extremely appreciative if we were to receive the donation of your surplus engine, and forever indebted to you.

Thank you for your time and consideration.

Sincerely,

[Signature]

Shawn Stanford
Council Fire Chief
Notice of
Fire District Budget Factor Determination
Contract Service Year 2019-2020

To: Mayor, Council and Fire Chief
City of Nampa

From: Nampa Fire Protection District

Re: Third Amended and Restated Nampa Firefighting and Life Preservation Service Agreement [Joint Exercise of Power Agreement]

Date of action by Board of Commissioners: February 11, 2019

Please take notice that the Board of Commissioners of the Nampa Fire Protection District, pursuant to Section 6.2 of the above referenced Agreement, gives notice that the Fire District Budget Factor for consideration in the preparation of the 2019-2020 Contract Service Year Fee is 16.51%.

You are further advised that, pursuant to Section 6.2.1 of the said Agreement:

"Unless the City files a written Notice of Objection and Counter Proposal within 28 calendar days after the service of the written Notice of Fire District Budget Factor Determination, the same will be used in the determination of the Contract Services Fee for the next Contract Services Year."

Date: 2-12-19
Signed:

[Signature]
Secretary
Nampa Fire Protection District

Date of service upon City:

By:

Cc: Commissioners
## FY 2020 Fire District
### Budget Factor Calculations

<table>
<thead>
<tr>
<th></th>
<th>City</th>
<th>Fire District</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessed Valuation</td>
<td>$5,363,954,966</td>
<td>$1,378,777,478</td>
<td>20.45%</td>
</tr>
<tr>
<td>Population</td>
<td>97,857</td>
<td>20,274</td>
<td>17.16%</td>
</tr>
<tr>
<td>3 Year Call Volume</td>
<td>25,210</td>
<td>3,414</td>
<td>11.93%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Call Volume</th>
<th>City</th>
<th>Fire District</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016 calls</td>
<td>8,531</td>
<td>1,101</td>
<td>9,632</td>
</tr>
<tr>
<td>2017 calls</td>
<td>8,676</td>
<td>1,197</td>
<td>9,873</td>
</tr>
<tr>
<td>2018 calls</td>
<td>8,003</td>
<td>1,116</td>
<td>9,119</td>
</tr>
<tr>
<td>Total</td>
<td>25,210</td>
<td>3,414</td>
<td></td>
</tr>
</tbody>
</table>
### 2018 September Value Worksheet
#### Canyon County

**Corrected: 9/11/2018**

<table>
<thead>
<tr>
<th>Taxing District</th>
<th>Real &amp; Personal Roll Value</th>
<th>Estimated Sub-Roll Value</th>
<th>Operating Property Value</th>
<th>Taxable Value (Total of Col. 1-3)</th>
<th>Annexation Value</th>
<th>New Construction Roll Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Caldwell</td>
<td>2,024,276,528</td>
<td>2,046,720</td>
<td>26,419,233</td>
<td>2,052,742,481</td>
<td>671,017</td>
<td>68,202,807</td>
</tr>
<tr>
<td><strong>Caldwell Urban Renewal</strong></td>
<td><strong>516,197,157</strong></td>
<td><strong>0</strong></td>
<td><strong>15,630,292</strong></td>
<td><strong>531,827,449</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
</tr>
<tr>
<td>City of Greenleaf</td>
<td>30,951,626</td>
<td>0</td>
<td>698,548</td>
<td>31,650,174</td>
<td>0</td>
<td>579,745</td>
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<tr>
<td>City of Melba</td>
<td>14,848,068</td>
<td>0</td>
<td>240,136</td>
<td>15,088,204</td>
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<td>0</td>
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<tr>
<td>City of Middleton</td>
<td>381,312,471</td>
<td>0</td>
<td>4,752,370</td>
<td>386,064,841</td>
<td>417,550</td>
<td>30,016,132</td>
</tr>
<tr>
<td><strong>Middleton Downtown U/R</strong></td>
<td><strong>8,613,573</strong></td>
<td><strong>0</strong></td>
<td><strong>99,656</strong></td>
<td><strong>8,713,229</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
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<tr>
<td>City of Nampa</td>
<td>5,280,252,832</td>
<td>14,730,523</td>
<td>68,971,611</td>
<td>5,363,954,966</td>
<td>2,009,112</td>
<td>177,636,250</td>
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<tr>
<td>City of Nampa + Mercy Hospital</td>
<td>305,052,651</td>
<td>0</td>
<td>3,917,674</td>
<td>308,970,325</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Nampa Urban Renewal (Annex)</td>
<td>69,329,447</td>
<td>0</td>
<td>126,925</td>
<td>69,456,372</td>
<td>0</td>
<td>0</td>
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<tr>
<td>City of Notus</td>
<td>18,424,522</td>
<td>0</td>
<td>1,695,437</td>
<td>20,119,959</td>
<td>0</td>
<td>0</td>
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<tr>
<td>City of Parma</td>
<td>74,396,604</td>
<td>20,140</td>
<td>3,277,259</td>
<td>77,694,003</td>
<td>0</td>
<td>662,178</td>
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<tr>
<td>City of Star</td>
<td>2,472,850</td>
<td>0</td>
<td>173,273</td>
<td>2,646,123</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>City of Wilder</td>
<td>30,064,555</td>
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<td>1,092,031</td>
<td>31,156,586</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Taxing District</td>
<td>Real &amp; Personal Roll Value</td>
<td>Estimated Sub-Roll Value</td>
<td>Operating Property Value</td>
<td>Taxable Value (Total of Col.s 1-3)</td>
<td>Annexation Value</td>
<td>New Construction Roll Value</td>
</tr>
<tr>
<td>--------------------------</td>
<td>---------------------------</td>
<td>--------------------------</td>
<td>--------------------------</td>
<td>------------------------------------</td>
<td>------------------</td>
<td>----------------------------</td>
</tr>
<tr>
<td>Caldwell Fire</td>
<td>1,144,316,927</td>
<td>4,979,224</td>
<td>0</td>
<td>1,149,296,151</td>
<td>0</td>
<td>16,593,033</td>
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<tr>
<td>Part Caldwell U/R</td>
<td>7,195,029</td>
<td>0</td>
<td>0</td>
<td>7,195,029</td>
<td>0</td>
<td>0</td>
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<td>Homedale Fire</td>
<td>100,050,210</td>
<td>0</td>
<td>0</td>
<td>100,050,210</td>
<td>0</td>
<td>3,727,704</td>
</tr>
<tr>
<td>Kuna Fire</td>
<td>82,677,280</td>
<td>0</td>
<td>0</td>
<td>82,677,280</td>
<td>0</td>
<td>786,159</td>
</tr>
<tr>
<td>Marsing Fire</td>
<td>222,558,272</td>
<td>0</td>
<td>0</td>
<td>222,558,272</td>
<td>0</td>
<td>7,647,152</td>
</tr>
<tr>
<td>Melba Fire</td>
<td>166,642,473</td>
<td>268,314</td>
<td>0</td>
<td>166,910,787</td>
<td>0</td>
<td>2,465,803</td>
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<tr>
<td>Middleton Fire</td>
<td>1,070,964,374</td>
<td>0</td>
<td>49,814</td>
<td>1,071,014,188</td>
<td>0</td>
<td>49,113,214</td>
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<tr>
<td>Middleton RAA</td>
<td>8,613,573</td>
<td>0</td>
<td>0</td>
<td>8,613,573</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Nampa Fire (exempted unimproved)</td>
<td>1,372,885,388</td>
<td>5,892,090</td>
<td>0</td>
<td>1,378,777,478</td>
<td>0</td>
<td>33,070,160</td>
</tr>
<tr>
<td>Part Caldwell &amp; City of Nampa U/R</td>
<td>23,165,447</td>
<td>0</td>
<td>0</td>
<td>23,165,447</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Parma Fire</td>
<td>334,906,490</td>
<td>20,140</td>
<td>0</td>
<td>334,926,630</td>
<td>0</td>
<td>14,314,436</td>
</tr>
<tr>
<td>Star Fire</td>
<td>223,588,461</td>
<td>21,281</td>
<td>0</td>
<td>223,609,742</td>
<td>0</td>
<td>1,867,968</td>
</tr>
<tr>
<td>Upper Deer Flat Fire</td>
<td>294,472,866</td>
<td>100,269</td>
<td>0</td>
<td>294,573,135</td>
<td>0</td>
<td>4,708,770</td>
</tr>
<tr>
<td>Wilder Fire</td>
<td>331,673,099</td>
<td>0</td>
<td>0</td>
<td>331,673,099</td>
<td>0</td>
<td>17,840,717</td>
</tr>
</tbody>
</table>
December 15, 2018

Mr. Richard Davies, Deputy Fire Chief
Nampa Fire Department
820 Second Street South
Nampa, Idaho 83651

Dear Deputy Chief Davies:

The purpose of this letter is to provide you with population estimates for the City of Nampa and Fire Districts 1, 2, and 3 as of December 31, 2018. Those estimates are included on the following table:

<table>
<thead>
<tr>
<th>Area</th>
<th>December 31, 2018 Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Nampa</td>
<td>97,857</td>
</tr>
<tr>
<td>District 1</td>
<td>6,947</td>
</tr>
<tr>
<td>District 2</td>
<td>6,573</td>
</tr>
<tr>
<td>District 3</td>
<td>6,754</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>118,131</strong></td>
</tr>
</tbody>
</table>

The methodology to produce these estimates was based on updated 2010 census data for the city and the districts. April, 2010 census counts were used as the base in the City and Districts 1, 2, and 3.

Residential building permit activity in the City of Nampa and in that portion of the county containing the three fire districts was used to update the April counts to the December estimates. The number of residential permits in an area was factored by completion, occupancy, and persons per household rates to determine the population change occurring since last year. That population change was added to last year’s base population to produce a recent estimate. Adjustments were made for annexations when appropriate. The 2010 original population used in this estimating procedure also was adjusted to allow for a higher housing occupancy rate for the city and each of the districts.

Thank you for choosing Intermountain Demographics as your consultant. If you have any questions or comments please contact me.

Sincerely,

Dale Rosebrock
At the time of Publication This Item Had no Supporting Documentation
The Nampa Family Justice Center requests approval by the Council to apply for the following grant;

**Grant:** OVW Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault and Stalking Grant Program  
**Amount:** $500,000.00  
**Application Due Date:** 2/26/19  
**Project Summary:** The Nampa Family Justice Center has received funding from this grant in the past. We will be applying for funds to provide legal services for protection orders, service coordination and advocacy for victims, training for law enforcement, and to continue the implementation of a high-risk team.

The Nampa Family Justice Center will be responsible for executing and managing the project and fulfilling all aspects of the grant contract including administrative, programmatic, and financial components while adhering to all governing authorities that legally bind the City of Nampa.
The Nampa Family Justice Center requests approval by the Council to apply for the following grant;

**Grant:**  Idaho Council on Domestic Violence and Victim Assistance  
**Amount:**  $200,000.00  
**Application Due Date:**  March 15, 2019  
**Project Summary:**  The Nampa Family Justice Center applies for funding through the ICDV every year. We will be applying for grant funds to pay for case management, emergency housing, crisis counseling, group therapy, and court advocacy.

The Nampa Family Justice Center will be responsible for executing and managing the project and fulfilling all aspects of the grant contract including administrative, programmatic, and financial components while adhering to all governing authorities that legally bind the City of Nampa.
OFFICE OF ECONOMIC DEVELOPMENT

Memorandum

Date: February 8, 2019

To: Mayor Kling & City Council

From: Beth Ineck, Economic Development Director

RE: Downtown Parking Management

Economic and Community Development actively manage the public parking in downtown Nampa in conjunction with the Code Compliance Division. Over the last ten years we have managed downtown parking with the focus of customer service to the business community.

The goals of parking management are:
- Responsive to the needs of the business community
  - Prioritize customer parking needs
  - Balance employee/owner parking
  - Provide for turnover of customer parking that allows for easy access to downtown businesses for short-term customers
  - Provide access to long-term parking for employees and longer visits of customers
- Balance operation expenditure vs revenue to City.

Our current parking management consist of predominately 2 hour on-street parking monitored Monday – Friday, 8:00-5:00. There is the ability for patrons to move their vehicle one space over to reset the time. Leased parking is available in city-owned parking lots for $15.00/month and the NDC owned parking garage provides an opportunity for longer term parking.

During the stakeholder focus groups regarding downtown there were several comments around parking. Stakeholders stated that 2 hours is not long enough for customers to visit multiple businesses and perhaps enjoy a meal. There was a request by the downtown business owners to re-examine how parking is managed.

On December 13th staff held a meeting where all downtown businesses were invited to review the current policies and provide feedback for potential changes. The presentation given is included as an attachment in this staff report. At the end of the meeting participants were given maps of the downtown and asked to document their proposed changes. We received approximately 8 alternative concepts. Those were synthesized, and options presented back to the BID Board meeting in January. At that time one alternative was identified as the preferred option. Following the BID approval, a survey was established and distributed out to the downtown email distribution list made up of downtown business owners and stakeholders.

Currently the city owned parking lots are leased out by stall. Each lease has a dedicated parking stall that can be used by more than one person particularly beneficial to companies that have part-time employees that share a parking spot. One option to meet the growing demand for leased parking is to transition this method to a parking pass that allows individuals to park anywhere in a particular lot, creating a license to hunt not a guaranteed spot. This is the most common parking management method for leased parking across the country allowing operators to oversell a lot and maximize utilization. In this instance a lease pass would be charged for each vehicle not each spot. Approximately 63% of survey responders prefer a lease pass not specific to a stall verses 36% that want to stay with a designated stall.
The second question provided two options for management of on-street parking. The first option was to maintain the current system or transition to zone parking, allowing for 2-hour in the core area of the historic district and then 4-hour in the periphery area. This question had a similar split in responses with 66% requesting to transition to the zone time restrictions.
In addition, the survey provided an opportunity for written comments. There was not a lot of consistency within the written comments.

- **Strict parking enforcement discourages people from shopping/eating/maximizing their time and opportunity to spend money downtown**
  - Respondents who left comments agree that a two-hour limit is not enough time to have a meeting/eat/get services and casual shopping
- **Business Owners and Employees utilizing on-street parking**
  - 25% of survey participants said that they/their employees used on-street parking
  - Not a lot of consensus on this topic – comments range from “business owners should be allowed to privately lease the spaces in front of their buildings” to “Street parking should be customer only with strict penalties for any owner/employee caught parking in on-street spaces”
- **1-hour free garage parking and 2-hour on-street parking limit seems inconsistent for encouraging long-term parkers to use the garage**
- **City-owned lot and garage leases need to be affordable and easy to use for the business owners**
  - More information in the public about monthly lease availability and prices
  - Online Payment portal for paying leases
- **Privately-owned lots could be managed in a way that is income generating and customer-friendly**
  - Most respondents understand that the City was limited in what they could do because these lots are privately-owned, but expressed frustration about unfriendly policies causing many negative customer experiences.

The City must also balance community needs with the fiscal impact of any changes. The Parking division currently operates from revenue of leased parking, parking tickets and general fund dollars. The 2019 budget is dependent upon $15,000 in revenue from parking tickets. The parking enforcement officer has provided a breakdown of parking tickets issued for over-time limits and where those tickets are issued. Approximately
40% of the tickets are issued in the area identified to transition to 4-hour parking. It is estimated that if the City moves forward with a new on-street parking system the revenue from parking tickets will likely decrease by 50% or more as greater options are available for individuals to have longer term parking. It is also estimated that more employees will likely park in the 4-hour zones and potentially decrease the leased parking revenue. If these changes are implemented I would anticipate a total decrease in revenue by $10,000 for Fiscal Year 2020.

**Staff Request:** Direction to staff on how or if to move forward with changes to the existing parking ordinance and whether any changes should be implemented in the current fiscal year or in FY2020.
Authorize Letter of Support and City Match Dollars for the 2019 Infrastructure for Rebuilding America Grant Application  
I-84 Widening Project in Canyon County  
(Between Nampa Karcher Road Interchange and Caldwell Franklin Road Interchange)

- The Community Planning Association of Southwest Idaho (COMPASS) and Idaho Transportation Department (ITD) are applying for a fiscal year 2019 Infrastructure for Rebuilding America (INFRA) grant

- Last year, ITD and COMPASS received $90.2 million INFRA dollars to widen I-84 between the Franklin Road Interchange and Karcher Road Interchange in Nampa. This was the largest grant ever awarded to ITD

- This year’s 2019 application proposes to widen I-84 between the Karcher Road Interchange in Nampa and Franklin Road Interchange in the City of Caldwell. The project has an estimated cost of $140 million, of which $48.3 million is being requested through the federal INFRA grant funding

- 2019 INFRA grant dollars would not only help improve I-84 in Nampa and Caldwell, but also free up critical state transportation dollars to be used for other projects, potentially benefitting Nampa

- Staff recommends supporting the INFRA grant application by authorizing $500,000 toward project match. Funding is proposed through Street Division’s fiscal year 2020 fund balance

- A letter of support from Mayor Kling (see Exhibit A) has been drafted to accompany the City’s $500,000 commitment

- Public Works staff recommends moving forward with the letter of support and funding said dollars

REQUESTS:

1) Authorize Mayor to sign letter of support for the Infrastructure for Rebuilding America (INFRA) grant application to widen I-84 between the Karcher Road Interchange in the City of Nampa and Franklin Road Interchange in the City of Caldwell, and

2) Motion to commit a $500,000 City match to support the 2019 INFRA application, in partnership with ITD and COMPASS.
February 19, 2019

Secretary Elaine L. Chao  
Office of the Secretary of Transportation  
United States Department of Transportation  
1200 New Jersey Avenue Southeast  
Washington, DC 20590

Dear Secretary Chao,

On behalf of the City of Nampa, allow me to express strong support for the Infrastructure for Rebuilding America (INFRA) grant application for the I-84 Widening Project in Canyon County Idaho, between the Franklin Road Interchange in the City of Caldwell and the Karcher Road Interchange in Nampa. This project has an estimated cost of $140 million, of which $48.3 million is being requested through the federal INFRA grant funding. In partnership with the Community Planning Association of Southwest Idaho (COMPASS) and Idaho Transportation Department (ITD), the City of Nampa is presenting $500,000 toward the grant match in support of this much needed regional transportation effort.

The City of Nampa is a vibrant, growing community located just 30 miles west of Boise. It is the third largest city in Idaho and centrally located to reach all western and U.S. markets. I-84 is the only major freight route through southern Idaho and supports local, regional and global economic development. Many successful, world-class companies have chosen to locate in Nampa including: The Amalgamated Sugar Company, Plexus Corporation, Fleetwood Homes, Union Pacific Systems, Lactalis American Group, Materne North America, Mission Aviation Fellowship, ON Semiconductor, Heartland Recreational Vehicles, and many more. The City of Nampa’s targeted industries of food processing, agribusiness, technology and manufacturing will benefit greatly from the improved freight connectivity provided by this project.

Widening I-84 will address safety concerns and improve efficiency, reliability and the movement of freight and people. The current four lane interstate is undersized, congested and a high accident zone. This project will strengthen highway infrastructure and protect the environment through congestion reduction and decreased emissions.

The City of Nampa offers its full support and a $500,000 match toward the I-84 INFRA grant application. We greatly appreciate your consideration of this critical project for City of Nampa and the State of Idaho. Please let me know if you have questions or need additional information.

Sincerely,

Debbie Kling  
Mayor
Approve Task Order for Nampa Wastewater Treatment Plant Phase II Upgrades
Project Group D-Primary Digester No. 5 and Flare Relocation
(Reviewed and Approved by Legal Counsel/Approved in Fiscal Year 2019 Budget)

- In November 2017 the City selected Stantec to perform professional services for the Wastewater Treatment Plant (WWTP) Phase I Upgrades-New Anaerobic Digester for Primary Digester No. 2 structural retrofits and the final design of Primary Digester No. 4

- In February 2018 the 2018 WWTP Facility Plan was completed, identifying the need for a fifth primary anaerobic digester in Phase II of the WWTP upgrades

- To identify a preferred investment strategy for the WWTP primary digesters, a Business Case Evaluation (BCE) was performed for Primary Digester No. 2 retrofits and construction of Primary Digester No. 5

- The BCE identified construction of Primary Digester No. 5 in fiscal year 2020 as the preferred alternative based on capital cost and net present value:

<table>
<thead>
<tr>
<th>Alternative</th>
<th>Description</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>1</td>
<td>Construct PD5 early</td>
<td>$9,422,000</td>
<td>$4,000</td>
<td>$653,000</td>
<td>$42,000</td>
<td>$0</td>
<td>$(10,564,000)</td>
</tr>
<tr>
<td>2</td>
<td>Retrofit PD2 first</td>
<td>$11,785,000</td>
<td>$0</td>
<td>$0</td>
<td>$136,000</td>
<td>$0</td>
<td>$(13,375,000)</td>
</tr>
</tbody>
</table>

- Staff recommends Stantec perform professional services for Project Group D-Primary Digester No. 5 and Flare Relocation given their specific expertise, knowledge, and performance on the WWTP Primary Digester No. 4. These services would be delivered under the proposed scope of work:
  - Air Permitting Services
  - Design and Bidding Services
  - Construction Services

- Staff has negotiated a scope and fee with Stantec for air quality permitting services for Project Group D (see Exhibit A). The primary elements are as follows:
  - Update Nampa’s WWTP emissions
  - Prepare model protocol and perform modeling
  - Prepare permit for construction modification application and submit to the Idaho Department of Environmental Quality (IDEQ)
  - Support the City in the IDEQ permit approval process

- The Wastewater Division fiscal year 2019 budget for Project Group D is $500,000

- City staff and Stantec have agreed upon a scope and fee in the amount of $33,200.00 T&M NTE (time and material not to exceed)

REQUEST: Authorize Mayor and Public Works Director to sign Task Order for Scope of Work with Stantec for Nampa Wastewater Treatment Plant Phase II Upgrades Project Group D-Primary Digester No. 5 and Flare Relocation air quality permitting in the amount of $33,200.00 T&M NTE.
Dear Mr. Runyan,

Reference: City of Nampa Project Group D, Air Quality Permitting – Scope of Work Letter

The City of Nampa (City) has requested Stantec Consulting Services Inc. (Stantec) perform the work necessary to obtain an air quality permit for the relocation of a waste gas flare and new anaerobic digester, Primary Digester No. 5 (PD5) as part of the ongoing improvements at the Nampa WWTP to accommodate additional solids expected from City growth and changes to enhanced biological nutrient removal.

Based on Stantec’s previous experience with the City on the PD4, PD3 and PD1/PD2 Retrofit Projects, requests from the City's Wastewater Program Management Team (WPMT), and from discussions with the City and WPMT regarding the ongoing PD4 project and the upcoming PD5 Project, Stantec proposes to perform the following project work:

401 - Project Management and Coordination

The activities under this task includes the subtasks of project management and permitting coordination. The subtasks details are as follows:

100 - Project Management

Stantec’s project management activities as coordinated with the WPMT and the City will include the following:

Project Management Plan (PMP) – This task includes development of a PMP as a working repository for use in Stantec’s project management. The PMP for this permitting effort is a working document including items such as the contract, scope, communication, schedule, risk evaluation, change log, WBS, etc. The PMP will be used as a baseline version and edited as appropriate but is expected to be a relatively simple task.

Periodic Invoicing – Stantec will prepare periodic invoices and coordinate project billing and budget tracking (generally monthly unless low activity).

Monthly Project Schedule Updates – Update the schedule monthly and identify any delays or effects to the deliverable critical path. Variances to the baseline schedule will be communicated to the WPMT.

Communications – Communications will be generally performed via memoranda, e-mail, phone conversations, and meetings with the WPMT, City and WWTP plant staff.
Project Closeout – Stantec will archive documents, complete filing and uploading pertinent information to Stantec server archives and to the document repository as requested by the WPMT or City.

300 - City Workshops

Stantec will coordinate City Workshops and other meetings as follows:

Permitting Kickoff Meeting – Stantec will meet with the City and WPMT for a kick-off meeting within one week of receipt of the signed contract. This meeting will, at minimum, include discussion of questions regarding the existing permit and assumed changes and criteria for the modeling and permit application.

Air Quality Permitting Meetings – Stantec will meet with Idaho Department of Environmental Quality (IDEQ) prior to starting the modeling and permit application. One additional formal Pre-application review meeting will be held with the City prior to submitting the permit revision application.

All workshops and meetings led by Stantec will include meeting notes distributed to the WPMT and City.

410 - Permitting

The City is planning to construct PD5 and relocate the waste gas flare as part of ongoing WWTP improvements. The biogas from the digestion complex is collected and conveyed as the primary combustion fuel for operation of the boilers. As part of this biogas collection process, excess biogas is often accumulated and burned in the waste gas flare. The addition of PD5 and relocation of the waste gas flare and other facilities at the WWTP will require a review of Nampa’s current Idaho Department of Environmental Quality’s (IDEQ’s) air quality permit and an application for a permit modification.

To modify the permit, the following tasks outline Stantec’s project understanding:

- Task 1 – Update Emissions
- Task 2 – Prepare Modeling Protocol and Perform Dispersion Modeling using AERMOD
- Task 3 – Prepare a Complete and Accurate Application

Task 1 – Update Emissions

The potential to emit for criteria pollutants will need to be calculated for the new proposed and revised facilities. It is assumed these facilities include the new PD5 and the waste gas flare. Criteria pollutants are carbon monoxide (CO), nitrogen oxides (NOx), sulfur dioxide (SO2), particulate 10 microns (PM10), particulate 2.5 microns (PM2.5) and volatile organic compounds (VOC). Hazardous air pollutants (HAPs) as defined by the Environmental Protection Agency (EPA) and toxic pollutants (TAPs) as defined by IDEQ will need to be calculated as well. The emissions will be calculated using EPA emission factors known as AP-42 or process information. It is assumed that Stantec will request and be able to obtain existing emission information from the City. Stantec shall be entitled to reasonably rely upon the information and data provided by the City or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included herein.
Task 2 – Prepare Modeling Protocol and Perform Dispersion Modeling using AERMOD

The WWTP is located in Canyon County which is designated as attainment or unclassified for PM$_{2.5}$, PM$_{10}$, SO$_2$, nitrogen dioxide (NO$_2$), CO, and Ozone. Any proposed increase in emissions (that exceed modeling thresholds) must be accompanied by dispersion modeling demonstrating compliance with the National Ambient Air Quality Standard (NAAQS).

Compliance with the NAAQS and acceptable toxic carcinogenic and noncarcinogenic concentrations must be demonstrated for emissions from the facility that exceed modeling thresholds for criteria pollutants and screening emission levels for the incremental increase in toxic air pollutants (TAPs). IDEQ requires using EPA-approved modeling software AERMOD for all new multi-emission source facilities to demonstrate compliance with the NAAQS. Stantec has extensive experience using AERMOD.

Stantec will prepare and submit the modeling protocol using IDEQ guidelines. After verifying IDEQ approval of the protocol, Stantec will perform the modeling, based on potential emissions. Stantec will complete the final modeling report to be submitted with the application for the modified permit.

Assumptions include:

- Modeling passes on the initial set of model source parameters or after four revisions (five modeling runs total). Stantec will work with the City to ensure reasonable initial estimates, and if necessary, an update that is likely to show compliance.
- The source is not a major source (no criteria pollutant is emitted at more than 250 tons/yr.).
- IDEQ approved background concentrations for criteria pollutants will adequately address contributions from nearby sources.
- Good quality data, such as stack characteristics, materials used, locations of equipment, buildings, and boundaries are received from the client.
- CALPUFF or SIP-type modeling that includes chemical transformation after pollutants are emitted is not necessary.
- Co-contributing sources from other nearby facilities are not needed in the modeling.

An initial list of items needed include the following:

- A complete emission inventory from Task 1 for the existing and future facilities as indicated above
- A scaled facility plot plan including:
  1. sufficient information to translate onto a topo map or define UTM coordinates of at least one or two points of the plot plan in DATUM NAD83
  2. property boundary and/or public access limits
  3. all facility buildings or structures that represent an impediment to wind
  4. locations of all stack and fugitive emission sources; for the waste flare Stantec can assist with determining the best location from an air quality perspective
- For each stack release:
  1. stack internal diameter
  2. stack exhaust height above ground
  3. exhaust temperature
  4. stack exhaust flow rate (acfm) or exit velocity (ft./sec or meters/sec)
  5. whether stack flow is non-vertical or restricted (e.g., rain cap)
For each fugitive (non-stack) releases:
1. height of the release above ground
2. length, width, and vertical extent of the release point
   a. for roads, beginning and end points, routes if not straight, and road width
   b. whether fugitives originate from or alongside a building structure

Emission rates from Task 1 are applied to this task. Pollutants and averaging periods analyzed for a complete evaluation will include some or all the following:

- PM$_{10}$ 24-Hour
- PM$_{2.5}$ Annual
- PM$_{2.5}$ 24-hour
- NOx Annual
- NOx 1-Hour
- SO$_2$ 1-Hour
- SO$_2$ 3-Hour
- CO 8-Hour
- CO 1-Hour
- TAPs - Daily or Annual as per IDAPA 58.01.01.585 and 586

If the results show unexpected exceedances of the NAAQS or TAP levels, Stantec will summarize the results and consult with the client on how to proceed. Typical methods for resolving issues to demonstrate compliance include, but are not limited to the following:

- Raising stack heights
- Limiting hours of operation
- Expanding ambient boundary
- Change waste gas flare location as necessary
- Installation of pollution control equipment

Stantec assumes that NAAQS or TAP levels will not be exceeded, however, if the NAAQS or TAP levels from the modeling are shown to be exceeded, Stantec can recommend general strategies to meet these levels. Specific recommendations or alternatives evaluations are not part of this scope of work.

**Task 3 – Prepare Permit to Construct Modification Application and Submit Application to IDEQ**

Stantec will prepare the application, using IDEQ forms and protocols. The application will include, among other things, a process description, a description of emissions sources, an emission inventory of criteria and toxic air pollutants, a regulatory applicability analysis, a scaled plot plan, and dispersion modeling report.

Stantec will provide post-submittal support once the application is submitted. Even when an application is declared complete, IDEQ typically requires additional information. They may ask for more information for emission calculations, modeling input values, process operations, etc. Sometimes this may involve a meeting, but most of the time it can be handled through e-mail or by phone. In any event Stantec will provide IDEQ with the information necessary to complete the process up to 20 hours of post application support time. It is assumed that there will not be a public comment period requested.

A complete electronic copy of all final submittal(s) will be provided to the City.
Quality Assurance / Control (QC)

A qualified independent air quality technician will provide detailed review of the air quality modeling draft application with review comments documented and archived.

Stantec will provide the services outlined herein in the timeline shown in Appendix A with rates shown in Appendix B. The contract will be carried out in accordance with this letter and the Professional Services Agreement- Standard Terms and Conditions dated September 17, 2018.

Please contact Nick Smith at (208) 388-4306 if you have any questions or need additional information. We appreciate the opportunity to serve the City of Nampa.

Respectfully submitted,

Stantec Consulting Services Inc.

Nickolas Smith, PE, PMP
Project Management and Commercial Leader
Phone: 208-388-4306
Fax: 208 345 5897
Nickolas.smith@stantec.com

Cc: Matt Gregg (Brown and Caldwell)
   Dan Heiser (Stantec)
   Michael Fuss (Stantec)

Enclosures:
   Appendix A – Project Schedule
   Appendix B – Fee and Rate Schedule
<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Management</td>
<td>105 days</td>
<td>Wed 2/20/19</td>
<td>Tue 7/16/19</td>
</tr>
<tr>
<td>2</td>
<td>Notice to Proceed</td>
<td>0 days</td>
<td>Wed 2/20/19</td>
<td>Wed 2/20/19</td>
</tr>
<tr>
<td>3</td>
<td>Kickoff Meeting</td>
<td>0 days</td>
<td>Tue 2/26/19</td>
<td>Tue 2/26/19</td>
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<tr>
<td>4</td>
<td>DEQ Pre-ap Meeting</td>
<td>0 days</td>
<td>Tue 3/26/19</td>
<td>Tue 3/26/19</td>
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<tr>
<td>5</td>
<td>City Pre-ap Meeting</td>
<td>0 days</td>
<td>Tue 4/9/19</td>
<td>Tue 4/9/19</td>
</tr>
<tr>
<td>6</td>
<td>Budget and Schedule Tracking</td>
<td>100 days</td>
<td>Wed 2/27/19</td>
<td>Tue 7/16/19</td>
</tr>
<tr>
<td>7</td>
<td>Permitting</td>
<td>134 days</td>
<td>Wed 2/20/19</td>
<td>Mon 8/26/19</td>
</tr>
<tr>
<td>8</td>
<td>Air Quality Permitting</td>
<td>128 days</td>
<td>Wed 2/20/19</td>
<td>Fri 8/16/19</td>
</tr>
<tr>
<td>9</td>
<td>Task 1 - Update Emissions</td>
<td>15 days</td>
<td>Wed 2/20/19</td>
<td>Tue 3/12/19</td>
</tr>
<tr>
<td>10</td>
<td>Task 2 - Prepare Model Protocol</td>
<td>15 days</td>
<td>Wed 3/6/19</td>
<td>Tue 3/26/19</td>
</tr>
<tr>
<td>11</td>
<td>Task 3 - Prepare Application</td>
<td>29 days</td>
<td>Wed 3/6/19</td>
<td>Mon 4/15/19</td>
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<tr>
<td>12</td>
<td>Permit Approval</td>
<td>89 days</td>
<td>Tue 4/16/19</td>
<td>Fri 8/16/19</td>
</tr>
</tbody>
</table>

Project: Air Quality Permitting  
Date: Fri 2/8/19
APPENDIX B

FEE AND RATE SCHEDULE

1. The rates provided below shall be in effect through the end of calendar year 2019.

2. Services provided by CONSULTANT personnel in various labor categories will be billed at the following negotiated hourly rates (inclusive of salary, overhead, and fee):

   **RATE SCHEDULE**

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Process Technical Expert/Principal in Charge</td>
<td>$235</td>
</tr>
<tr>
<td>Project Manager/Principal Engineer</td>
<td>$205</td>
</tr>
<tr>
<td>Supervising Engineer</td>
<td>$180</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$160</td>
</tr>
<tr>
<td>Professional Engineer</td>
<td>$145</td>
</tr>
<tr>
<td>Engineer in Training</td>
<td>$120</td>
</tr>
<tr>
<td>Senior Administrator</td>
<td>$110</td>
</tr>
<tr>
<td>Administrator/Engineering Intern</td>
<td>$85</td>
</tr>
</tbody>
</table>

   All others will be billed at a 3.25 multiplier

   The above unit prices include payroll taxes, insurance costs, fringe benefits, general overhead and consultant profit. These rates are valid through December 31, 2019.

3. Travel expenses will not be billed to the City of Nampa for travel based within 60 miles of the City.

4. Per the Professional Services Agreement, subconsultant markups are not included unless otherwise agreed upon.

<table>
<thead>
<tr>
<th>Task</th>
<th>Hours</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management</td>
<td>28</td>
<td>$3,900</td>
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<tr>
<td>Workshops and Meetings</td>
<td>16</td>
<td>$3,100</td>
</tr>
<tr>
<td>Update Emissions</td>
<td>48</td>
<td>$7,100</td>
</tr>
<tr>
<td>Prepare Model Protocol and Perform Modeling</td>
<td>67</td>
<td>$8,600</td>
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<tr>
<td>Prepare Application and QA/QC</td>
<td>50</td>
<td>$7,600</td>
</tr>
<tr>
<td>DEQ Review and Response Coordination</td>
<td>20</td>
<td>$2,900</td>
</tr>
<tr>
<td>Total</td>
<td>229</td>
<td>$33,200</td>
</tr>
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</table>
RESOLUTION OF INTENT TO CREATE AND REQUEST FOR PUBLIC HEARING SIDEWALK LOCAL IMPROVEMENT DISTRICT (LID) 167 IN ZONE "E"

- LID 166 will provide a funding mechanism for property owners within the identified boundaries, as shown on Exhibit "A" to construct or reconstruct curb, gutter, sidewalks, pedestrian ramps and drive approaches as an improvement to their property.

- Forty four (44) property owners have volunteered to participate in the program.

- $200,000.00 is the total estimated cost for the improvements. An estimated $150,000.00 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 scheduled to take place in spring 2019

REQUEST: Council approval of Resolution of Intent to Create the LID (Exhibit B) and authorization to hold a Public Hearing on March 18, 2019, for consideration of the City’s intention to create Sidewalk LID 167.
RESOLUTION NO. __

A RESOLUTION DECLARING THE INTENTION OF THE COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, TO CREATE LOCAL IMPROVEMENT DISTRICT NO. 167 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; DESCRIBING THE BOUNDARIES OF, AND THE PROPERTIES TO BE BENEFITED BY, THE PROPOSED DISTRICT; PROVIDING THE TOTAL ESTIMATED COSTS AND EXPENSES OF SAID IMPROVEMENTS TO BE ASSESSED AGAINST THE LANDS BENEFITED BY SAID IMPROVEMENTS; PROVIDING THE METHOD BY WHICH THE COSTS AND EXPENSES OF THE IMPROVEMENTS ASSESSABLE ARE TO BE PAID; FIXING A TIME IN WHICH PROTESTS AGAINST SAID IMPROVEMENTS, OR THE CREATION OF SAID PROPOSED DISTRICT, MAY BE FILED IN THE OFFICE OF THE CITY CLERK; FIXING A TIME WHEN SUCH PROTESTS SHALL BE HEARD AND CONSIDERED BY THE COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Council (the “Council”) of the City of Nampa, Canyon County, Idaho (the “City”), has specifically found and determined that the creation of a Local Improvement District No. 167 (the “District”), by which to construct certain improvements (the “Improvements”) to the City’s sidewalks, pedestrian ramps, drive approaches, curbs, gutters and other related street improvements, is necessary and beneficial to the property owners within the District and to the City, that the City should initiate the creation of said District without the need for a petition, and that there appears to be reasonable probability based upon the current market value of record of the property included within the boundaries of the proposed District that the total costs and expenses for acquiring, constructing and installing the Improvements would be paid; and

WHEREAS, the City has determined that the District be a “modified district” pursuant to Idaho Code Section 50-1705, and such District shall include all the property especially benefited by the Improvements and that all property within such District shall be assessed for a portion of the costs and expenses of such Improvements in accordance with a linear foot method in proportion to the benefits derived for curb and gutter improvements, a square foot method in proportion to the benefits derived for sidewalk improvements, and 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; and

WHEREAS, a portion of the total costs and expenses of the proposed Improvements, together with costs and expenses incurred for engineering, clerical, printing, advertising, inspection, collecting assessments and interest thereon, legal services for preparing proceedings and advising in regard thereto and contingencies deemed necessary by the Council are to be levied against and assessed upon the parcels and tracts of property within the proposed District on the basis that this
portion of the total costs and expenses of said Improvements shall be divided and assessed according to the benefits derived to such property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO:

Section 1: That it is the intention of the City to create Local Improvement District No. 167 as a “modified district” under Idaho Code Section 50-1705, initiated by this Resolution rather than by petition of landowners, for the purpose of constructing those Improvements in the City within the boundaries of the proposed District, all of which are more particularly 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. 167.

(c) **ESTIMATED COST:** The total estimated cost of said Improvements is $200,000, including all estimates of construction, engineering, consulting, legal, clerical and financing costs, of which the sum of $50,000 will be paid by the City, and the balance of $150,000 shall be paid by assessments upon the property within the District to be benefited by the Improvements in accordance with the linear and/or square foot method in proportion to the benefits derived.

Section 2: That the plan of acquisition, construction and installation of the Improvements is subject to change and modification by the Council, and the Council hereby reserves such right to so change and modify, based upon the feasibility of acquisition, construction and installation and the present and future requirements and needs for the Improvements at the least expense and cost to the property owners within the proposed District and the City as a whole, coupled with the assurance that in all probability all costs and expenses of the acquisition, construction and installation of the Improvements will be paid.

Section 3: That a portion of the costs and expenses of the Improvements herein provided shall be levied and assessed in the manner provided by Chapter 17, Title 50, Idaho Code, as amended (the “Act”), and that the total costs and expenses of all the Improvements in the proposed District, including the contract price of said Improvements together with costs and expenses incurred for engineering and clerical services, advertising, printing, inspection, collecting assessments and interest thereon, legal services for preparing the proceedings and advising in regard thereto and contingencies deemed necessary by the Council, are estimated to be $200,000. That of the estimated costs and expenses of said Improvements herein proposed to be made, $150,000 or approximately 85% of the total cost, together with interest at the rate to be fixed and determined by the Council (upon the sale and issuance of bonds) shall be paid by the owners of the property within the boundaries of said proposed District, by levying upon and assessing against each owner of a parcel of real property within the District in accordance with the proportionate benefits derived combination method outlined below in Section 6 of this Resolution and Exhibit “B” attached hereto.
under METHOD OF ASSESSMENT, a proportionate amount of the aforesaid amount of said costs and expenses, incurred for acquiring, constructing and installing the aforesaid Improvements, with interest upon 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 parcel of real property will be severally benefited by the above-described Improvements and that no such parcel of real property will be assessed in a greater amount than it will be actually benefited by said Improvements, provided that a portion of the total cost (contract price, engineering and clerical, advertising, printing, inspection, collecting assessments and interest thereon, legal services and contingencies) of acquiring, constructing and installing the Improvements shall be assessed and charged directly to the property so benefited thereby.

Section 4: That the general character of the acquisition, construction and installation of the Improvements includes those specified in Section 1 hereof, and all of the above-described Improvements shall be acquired, constructed and installed under the direction and supervision and to the satisfaction of the designated Engineer of the City and in accordance with the plans and specifications provided by said Engineer for the foregoing Improvements.

Section 5: That the Council intends to issue bonds in payment of the costs and expenses of the aforesaid Improvements to be taxed and assessed upon each parcel of real property within said District in the manner provided by and as described in the Act; that the Council further intends to have such bonds payable as nearly as may be in equal annual installments not to exceed ten (10) in all, and shall be redeemable in numerical order subject to the pertinent provisions of the Act; that each property owner shall pay in equal annual installments, not to exceed ten (10) in all, his or her proportionate share of the estimated sum of $150,000 for the Improvements in the manner and as provided in Section 2 hereof; that each property owner may redeem his or her property from the liability for any assessment by paying all installments of assessments which are then due, plus any penalties and interest, and the amount of all installments unpaid, together with the interest upon the balance of such unpaid installments for one (1) year after the next interest date; and that in addition to the method for the collection of such assessments in installments as provided by the Act, delinquent installments may be certified to the Tax Collector of Canyon County for extensions upon the tax rolls and collectible as are other taxes.

Section 6: That the City Clerk is hereby instructed to have published an official Notice of Intention and Hearing to Create Local Improvement District No. 167 for the City of Nampa, Canyon County, Idaho, in substantially the following form in the Idaho Press-Tribune, the official newspaper for the City, for three (3) consecutive daily issues, the first of such publications to be not less than ten (10) days prior to the date of holding the hearing upon said Notice of Intention and Hearing to Create said District substantially in the form attached hereto as Exhibit “B”.

Section 7: That the City Clerk is hereby directed and instructed to mail a copy of the Notice provided in Exhibit “B” hereof at least ten (10) days prior to the time fixed for the hearing of the intention of the Council to create said Local Improvement District to each owner of property determined as of the date of adoption of this Resolution addressed to such person at his or her post office address, if known, or his or her agent, if known, or if unknown, to the post office in the city where the Improvements are to be made.

RESOLUTION NO. ___, Page 3
Section 8: That this Resolution shall take effect and be in full force from and after its passage and approval.

DATED this 19th day of February, 2019.

CITY OF NAMPA
Canyon County, Idaho

By___________________________
Mayor

ATTEST:

__________________________
City Clerk

RESOLUTION NO. ____, Page 4
EXHIBIT A

DESCRIPTION OF MODIFIED DISTRICT BOUNDARIES

The boundaries of Local Improvement District No. 167 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

The collective real property legal descriptions of each of the properties associated with the following property addresses are within the boundaries of the District:

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>347 WESTWOOD BLVD</td>
<td>Nampa</td>
<td>ID</td>
<td>83686</td>
</tr>
<tr>
<td>1121 W BELKNAP DR</td>
<td>Nampa</td>
<td>ID</td>
<td>83686</td>
</tr>
<tr>
<td>2049 W CABOT AVE</td>
<td>Nampa</td>
<td>ID</td>
<td>83686</td>
</tr>
<tr>
<td>1305 S BONNEVILLE DR</td>
<td>Nampa</td>
<td>ID</td>
<td>83686</td>
</tr>
<tr>
<td>339 WESTWOOD BLVD</td>
<td>Nampa</td>
<td>ID</td>
<td>83686</td>
</tr>
<tr>
<td>111 MIDLAND BLVD</td>
<td>Nampa</td>
<td>ID</td>
<td>83687</td>
</tr>
<tr>
<td>92 S CANYON ST</td>
<td>Nampa</td>
<td>ID</td>
<td>83651</td>
</tr>
<tr>
<td>324 WESTWOOD BLVD</td>
<td>Nampa</td>
<td>ID</td>
<td>83686</td>
</tr>
<tr>
<td>416 S PINE ST</td>
<td>Nampa</td>
<td>ID</td>
<td>83686</td>
</tr>
<tr>
<td>33 S STATE ST</td>
<td>Nampa</td>
<td>ID</td>
<td>83651</td>
</tr>
<tr>
<td>123 S PINE ST</td>
<td>Nampa</td>
<td>ID</td>
<td>83687</td>
</tr>
<tr>
<td>632 STADIUM ST</td>
<td>Nampa</td>
<td>ID</td>
<td>83686</td>
</tr>
<tr>
<td>711 S OLIVE ST</td>
<td>Nampa</td>
<td>ID</td>
<td>83686</td>
</tr>
<tr>
<td>312 LAKE LOWELL AVE</td>
<td>Nampa</td>
<td>ID</td>
<td>83686</td>
</tr>
<tr>
<td>243 LONE STAR RD</td>
<td>Nampa</td>
<td>ID</td>
<td>83651</td>
</tr>
<tr>
<td>519 W COBBLESTONE PL</td>
<td>Nampa</td>
<td>ID</td>
<td>83686</td>
</tr>
<tr>
<td>216 BLAINE AVE</td>
<td>Nampa</td>
<td>ID</td>
<td>83651</td>
</tr>
<tr>
<td>228 MEFFAN AVE</td>
<td>Nampa</td>
<td>ID</td>
<td>83651</td>
</tr>
<tr>
<td>96 S RUSSELL ST</td>
<td>Nampa</td>
<td>ID</td>
<td>83651</td>
</tr>
<tr>
<td>98 S CANYON ST</td>
<td>Reno</td>
<td>NV</td>
<td>89506</td>
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<tr>
<td>523 W ROOSEVELT AVE</td>
<td>Nampa</td>
<td>ID</td>
<td>83686</td>
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<tr>
<td>119 S PINE ST</td>
<td>Nampa</td>
<td>ID</td>
<td>83687</td>
</tr>
<tr>
<td>423 W WASHINGTON AVE</td>
<td>Nampa</td>
<td>ID</td>
<td>83686</td>
</tr>
<tr>
<td>432 W LINCOLN AVE</td>
<td>Nampa</td>
<td>ID</td>
<td>83686</td>
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<tr>
<td>307 S STATE ST</td>
<td>Nampa</td>
<td>ID</td>
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<tr>
<td>511 S OLIVE ST</td>
<td>Nampa</td>
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<tr>
<td>515 S STATE ST</td>
<td>Nampa</td>
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<tr>
<td>527 S CANYON ST</td>
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<tr>
<td>524 S STATE ST</td>
<td>Nampa</td>
<td>ID</td>
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<td>616 S PINE ST</td>
<td>Nampa</td>
<td>ID</td>
<td>83686</td>
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<td>620 S PINE ST</td>
<td>Nampa</td>
<td>ID</td>
<td>83686</td>
</tr>
<tr>
<td>704 S PINE ST</td>
<td>Nampa</td>
<td>ID</td>
<td>83686</td>
</tr>
<tr>
<td>723 S PINE ST</td>
<td>Nampa</td>
<td>ID</td>
<td>83686</td>
</tr>
<tr>
<td>52 S INVERNESS DR</td>
<td>Nampa</td>
<td>ID</td>
<td>83651</td>
</tr>
<tr>
<td>849 BLAINE AVE</td>
<td>Nampa</td>
<td>ID</td>
<td>83651</td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
<td>Zip</td>
<td></td>
</tr>
<tr>
<td>--------------------</td>
<td>-------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>712 REDWOOD LN</td>
<td>Nampa</td>
<td>83651</td>
<td></td>
</tr>
<tr>
<td>60 S SKYE DR</td>
<td>Nampa</td>
<td>83651</td>
<td></td>
</tr>
<tr>
<td>927 SCOTT'S AVE</td>
<td>Nampa</td>
<td>83651</td>
<td></td>
</tr>
<tr>
<td>84 S INVERNESS DR</td>
<td>Nampa</td>
<td>83651</td>
<td></td>
</tr>
<tr>
<td>90 S ANDREW ST</td>
<td>Nampa</td>
<td>83651</td>
<td></td>
</tr>
<tr>
<td>1520 S MIDDLETON RD</td>
<td>Nampa</td>
<td>83687</td>
<td></td>
</tr>
<tr>
<td>712 S OLIVE ST</td>
<td>Nampa</td>
<td>83686</td>
<td></td>
</tr>
<tr>
<td>1312 4TH ST S</td>
<td>Nampa</td>
<td>83651</td>
<td></td>
</tr>
<tr>
<td>315 14TH AVE S</td>
<td>Nampa</td>
<td>83651</td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE A-2

BOUNDARY MAP
EXHIBIT B

Notice of Intention and Hearing to Create Local Improvement District No. 167

NOTICE IS HEREBY GIVEN that the Council and Mayor of the City of Nampa, Canyon County, Idaho, respectively adopted and approved Resolution No. ___ on the 19th day of February, 2019, which, among other things, established and provided for the following:

NOTICE OF HEARING: At a hearing to be held by the Council on the 18th day of March, 2019, at 7:00 o’clock p.m., or as soon thereafter as all objections and protests may be heard, at City Hall, Nampa, Idaho, the Council shall hold a hearing to consider all protests and objections filed in writing for the creation of Local Improvement District No. 167, to the improvements to the City’s sidewalks, pedestrian ramps, drive approaches, curbs, gutters and other related street improvements proposed to be constructed and installed in said Local Improvement District or any other protests and objections in relationship to the creation of said Local Improvement District. The Council reserves the right to adjourn the hearing from time to time to a fixed future time and place until all protests and objections have been heard. Owners of property to be assessed and situated within the boundaries of the proposed Local Improvement District hereinafter described have up to and including the hour of 4:00 o’clock p.m. on the 18th day of March, 2019, to file with the City Clerk of the City of Nampa, at City Hall, Nampa, Idaho, written protests and objections to the creation of the said Local Improvement District, or to the making of the improvements proposed to be constructed and installed within the said Local Improvement District, or making any other protests and objections in relationship to the Council’s intent to create said Local Improvement District No. 167.

MODIFIED DISTRICT BOUNDARIES: The District will be a “modified district” within the meaning of Idaho Code Section 50-1705. A description of the boundaries of the proposed District to be created and the property within said District to be assessed for a portion of the total costs and expenses of the aforesaid improvements are described as follows:

(a) District Boundaries: The boundaries are as set forth on Exhibit A attached hereto.

(b) Property to be Assessed: All property within the District subject to assessment under Title 50, Chapter 17, Idaho Code, as amended.

DESCRIPTION OF IMPROVEMENTS: The construction of improvements to sidewalks, pedestrian ramps, drive approaches, curbs, gutters and other related street improvements to serve the property within Local Improvement District No. 167.

ESTIMATED COSTS: The total estimated cost of said Improvements is $200,000, including all estimates of construction, engineering and clerical services, advertising, printing, inspection, collecting assessments and interest thereon, legal services for preparing the proceedings and advising in regard thereto and contingencies deemed necessary by the Council, of which the sum of $50,000 will be paid by the City of Nampa, and the balance of $150,000 shall be paid by assessments upon the property within the District.

RESOLUTION NO. ___, Page 9
METHOD OF ASSESSMENT: The method of assessment as to each parcel within the Local Improvement District will be by a linear foot method in proportion to the benefits derived for curb and gutter improvements, a square foot method in proportion to the benefits derived for sidewalk improvements, and on an individual 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.

ADDITIONAL INFORMATION: Anyone desiring further information pertinent to said intent to create said District may examine, or receive a copy of, Resolution No. ______ on file in the office of the City Clerk, City Hall, Nampa, Idaho.

DATED this _____ day of ______________ , 2019.

________________________________________
CITY CLERK
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this _____ day of February 2019, between the CITY OF NAMPA, CANYON COUNTY, IDAHO, a public body, corporate and politic ("City") and PDC NEVADA LLC, a Delaware limited liability company ("Developer").

Recitals

A. Developer plans to develop an approximately 991,000 square foot (occupiable area) (2,644,044 total square foot) fulfillment center at the southwest corner of the intersection of Franklin Road and Star/Robinson Road in Nampa, Idaho ("Project").

B. Developer has completed and City has accepted a Traffic Impact Study, prepared by Thompson Engineers, Inc., dated January 25, 2019 ("TIS"), identifying current deficiencies in the surrounding transportation system, the expected impacts of the Project on the transportation system, and the expected impacts of other properties on the transportation system.

C. Developer and City desire to set forth the improvements and in lieu payment required to mitigate the Project’s proportionate impacts on the transportation system along with the timing of that mitigation.

D. Developer may enter into a Sales Tax Anticipation Revenue Agreement with City, the Idaho Transportation Department, and/or a local highway district, and, in such case, City and Developer will modify the Project Mitigation described in this MOU to be consistent with such agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and the above recitals hereby incorporated as terms of this MOU, City and Developer agree as follows:

1. **Project Share.** The Project’s total proportionate share, based on PM peak hour, of the estimated cost of mitigation improvements required to offset the Project’s impacts on the transportation system through the 2030 planning horizon is Seven Million Eight Hundred Eighty-three Thousand Six Hundred Seventy-three Dollars ($7,883,673), as illustrated in Exhibit A.

2. **Project Mitigation.** Prior to receiving any certificate of occupancy for the Project, Developer will provide the following improvements and in lieu payment to City:

   2.1. **Required Improvements.** Developer will construct and install certain transportation improvements identified in Exhibit B ("Required Improvements"), which are estimated to have a present value of Eight Million Seven Hundred Six Thousand Five Hundred Eighty Dollars ($8,706,580). The requirement to construct the Required Improvements will be satisfied upon (i) substantial completion of the Required Improvements or (ii) provision of a
financial guarantee in the form of an irrevocable letter of credit, cash deposit, or performance bond in an amount equal to 110% of the construction cost of any Required Improvements not yet constructed. If necessary right-of-way is not available for any Required Improvement(s), then Developer may opt instead to pay City an in lieu payment for the estimated cost to construct the impacted Required Improvement(s). The parties acknowledge that the Required Improvements prioritize having Developer complete certain improvements rather than having Developer contribute a portion of the costs needed to improve all impacted roadways and intersections.

2.2. In Lieu Payment. Developer will contribute to City an in lieu payment in the amount of Five Million Five Hundred Thousand Dollars ($5,500,000) (“In Lieu Payment”). City will utilize the In Lieu Payment to improve roadways and intersections in the area surrounding the Project, and City will work with the Idaho Transportation Department and local highway districts as needed to complete such improvements. The Required Improvements, together with the In Lieu Payment, are referred to herein as “Project Mitigation.” To the extent Developer receives public grant funds to reimburse Developer for costs to construct any Required Improvement, then the In Lieu Payment will be increased by the amount of such grant funds.

3. Unused Contingency. The estimated cost of the Required Improvements includes a contingency of One Million Five Hundred Thousand Dollars ($1,500,000) (“Contingency”). Developer will pay to City any portion of the Contingency that remains unused after dedication and acceptance of the Required Improvements as an additional in lieu payment.

4. Project Mitigation Contingent on Project. If for any reason Developer does not proceed with or complete the Project, Developer will have no obligation under this MOU or otherwise to provide any Project Mitigation, in the form of improvements, in lieu payments, monetary contributions, or other. The parties understand and acknowledge that City will not issue a certificate of occupancy for the Project unless the Project Mitigation is provided pursuant to the terms of this MOU. If for any reason Developer commences but subsequently abandons the Project, Developer will ensure that any public roadways impacted by the partial construction of Required Improvements are restored to their pre-construction condition, left in a partially-improved condition that is acceptable to the City, or fully improved.

5. City Cooperation. City agrees to cooperate with Developer in development of the Project, including by expediting plan review, permitting and inspections of the Required Improvements and of the Project. City will allow issuance of building permits for the Project once the onsite plans are reviewed and approved and Developer has executed this MOU.

6. Impact Fee Credit. The Project Mitigation reflects Developer’s contribution of system improvements that fully offset the Project’s impacts on transportation. Therefore, in accordance with the Idaho Development Impact Fee Act and City’s Development Impact Fee ordinances, the Project is entitled to a full credit against City’s street development impact fees (calculated as 2,584,044 SF x $0.09/SF = $232,563.96 of industrial and 60,000 SF x $0.48/SF = $28,800.00 of office) and no such fees will be required at the time of building permit. The parties agree that even though the value of Developer’s contributed mitigation exceeds the calculated development impact fees, no reimbursement beyond the credit is due from City to Developer.
This MOU constitutes the written agreement required by City Code 3-7-9(I) and Idaho Code 67-8209 and no further impact fee agreement is required.

7. **Miscellaneous.** This MOU and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and neither party will be liable to the other in any manner by any representations, warranties, covenants and agreements, whether written or oral, except as specifically set forth herein. Developer may assign this MOU without the consent from the City, and the provisions and stipulations of this MOU will inure to and bind the heirs, personal representatives, assigns and successors in interest of the parties hereto. No modification or waiver of any provision of this MOU will be effective unless in writing and signed by each Party hereto. In the event any of the provisions of this MOU are deemed illegal or unenforceable, such determination will not operate to invalidate any of the remaining provisions of this MOU. Each party represents and warrants that the individual executing this MOU for such party is duly authorized to execute and deliver this MOU on behalf of said entity. This MOU will be governed by, and construed in accordance with, the laws of the state of Idaho. Should either party find it necessary to employ an attorney for representation in any action seeking enforcement of any provision of this MOU, the unsuccessful party in any final judgment or award entered therein will reimburse the prevailing party for all reasonable costs, charges and expenses, including reasonable attorneys’ fees expended or incurred by the prevailing party in connection therewith and in connection with any appeal, and the same may be included in such judgment or award. Time is of the essence for this MOU. All exhibits to this MOU are incorporated by reference and made a part of this MOU as if the exhibits were set forth in their entirety in this MOU. This MOU may be executed in two counterparts, each of which will be deemed an original but both of which together will constitute one and the same instrument. A PDF signature will constitute an original. Both parties contributed to the drafting of this MOU and the terms will not be construed against either party as drafter.

[end of text; signatures and Exhibits A and B follow]
IN WITNESS WHEREOF, the parties have executed this MOU, effective as of the date initially set forth above.

PDC NEVADA LLC

By: 
Its: 

CITY OF NAMPA

By: 
Debbie Kling, Mayor

Attest: 

City Clerk
EXHIBIT A

See attached spreadsheet titled “Project Bronco: Estimated Planning Level Project Share Costs Based on % Site Traffic”:

consisting of one (1) page.
EXHIBIT B

See attached road alignment plans by Coffman Engineers dated February 1, 2019:
consisting of fifteen (15) pages.
## Project Bronco: Estimated Planning Level Project Share Costs Based on % Site Traffic

<table>
<thead>
<tr>
<th>Intersection/Roadway Segment</th>
<th>% Site Traffic of 2020 Total</th>
<th>% Site Traffic of 2025 Total</th>
<th>% Site Traffic of 2030 Total</th>
<th>Estimated Total Project Bronco Share</th>
<th>Estimated Total Project Bronco Construction Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PM Peak Hour</td>
<td>Estimated Construction Cost</td>
<td>Project Bronco Share Based on PM Peak</td>
<td>Estimated Cost</td>
<td>Project Bronco Share Based on PM Peak</td>
</tr>
<tr>
<td>1 US 20-28 &amp; Star Rd (Coast by Others)</td>
<td>8.8% $ -</td>
<td>$ -</td>
<td>$ -</td>
<td>5.8% $ -</td>
<td>$ -</td>
</tr>
<tr>
<td>2 Ndalman Rd &amp; Star Rd</td>
<td>17.3% $ -</td>
<td>$ -</td>
<td>$ -</td>
<td>15.2% $ -</td>
<td>$ -</td>
</tr>
<tr>
<td>3 Ustick Rd &amp; Star Rd (Coast by Others)</td>
<td>18.7% $ -</td>
<td>$ -</td>
<td>$ -</td>
<td>16.0% $ -</td>
<td>$ -</td>
</tr>
<tr>
<td>4 Cherry Ln &amp; Star Rd (Coast by Others)</td>
<td>18.5% $ -</td>
<td>$ -</td>
<td>$ -</td>
<td>16.7% $ -</td>
<td>$ -</td>
</tr>
<tr>
<td>5 Idaho Center Blvd &amp; Franklin Rd</td>
<td>17.2% $ 489,000.00</td>
<td>$ 83,076.00</td>
<td>15.7% $ -</td>
<td>$ -</td>
<td>16.7% $ -</td>
</tr>
<tr>
<td>6 Tidew Way &amp; Franklin Rd</td>
<td>28.6% $ -</td>
<td>$ -</td>
<td>$ -</td>
<td>26.3% $ -</td>
<td>$ -</td>
</tr>
<tr>
<td>7 Gate Blvd &amp; Franklin Rd</td>
<td>31.9% $ -</td>
<td>$ -</td>
<td>$ -</td>
<td>30.5% $ -</td>
<td>$ -</td>
</tr>
<tr>
<td>8 Star Rd &amp; Franklin Rd</td>
<td>31.4% $ 2,703,000.00</td>
<td>$ 336,662.00</td>
<td>32.3% $ -</td>
<td>$ -</td>
<td>32.8% $ 1,552,000.00</td>
</tr>
<tr>
<td>9 McCormick Rd &amp; Franklin Rd</td>
<td>37.0% $ -</td>
<td>$ -</td>
<td>$ -</td>
<td>33.6% $ -</td>
<td>$ -</td>
</tr>
<tr>
<td>10 Black Cat Rd &amp; Franklin Rd</td>
<td>24.9% $ -</td>
<td>$ -</td>
<td>$ -</td>
<td>21.8% $ -</td>
<td>$ -</td>
</tr>
<tr>
<td>11 Ten Mile Rd &amp; Franklin Rd</td>
<td>10.8% $ -</td>
<td>$ -</td>
<td>$ -</td>
<td>9.7% $ -</td>
<td>$ -</td>
</tr>
<tr>
<td>12 Gate Blvd &amp; Idaho Center Blvd</td>
<td>18.6% $ 5,000.00</td>
<td>$ 900.00</td>
<td>17.2% $ -</td>
<td>$ -</td>
<td>16.5% $ -</td>
</tr>
<tr>
<td>13 B-14 W &amp; Idaho Center Blvd</td>
<td>10.2% $ 5,000.00</td>
<td>$ 510.00</td>
<td>9.3% $ -</td>
<td>$ -</td>
<td>8.9% $ -</td>
</tr>
<tr>
<td>14 B-14 EB &amp; Idaho Center Blvd</td>
<td>10.3% $ 5,000.00</td>
<td>$ 510.00</td>
<td>9.5% $ -</td>
<td>$ -</td>
<td>9.0% $ -</td>
</tr>
<tr>
<td>15 Ten Mile Rd Interchange</td>
<td>6.1% $ -</td>
<td>$ -</td>
<td>$ -</td>
<td>5.7% $ -</td>
<td>$ -</td>
</tr>
<tr>
<td>16 Airport Rd &amp; Robinson Rd</td>
<td>36.3% $ 2,950,000.00</td>
<td>$ 850,700.00</td>
<td>31.8% $ -</td>
<td>$ -</td>
<td>27.7% $ -</td>
</tr>
<tr>
<td>17 Victory Rd &amp; Robinson Rd</td>
<td>35.7% $ -</td>
<td>$ -</td>
<td>$ -</td>
<td>22.1% $ 475,000.00</td>
<td>$ 104,375.00</td>
</tr>
<tr>
<td>18 Amnesty Rd &amp; Robinson Rd</td>
<td>15.6% $ -</td>
<td>$ -</td>
<td>$ -</td>
<td>14.6% $ 600,000.00</td>
<td>$ 66,402.00</td>
</tr>
<tr>
<td>19 Franklin/Robinson Frontage</td>
<td>100.0% $ 3,847,000.00</td>
<td>$ 3,847,000.00</td>
<td>100.0% $ -</td>
<td>$ -</td>
<td>100.0% $ -</td>
</tr>
<tr>
<td>20 Franklin - 1,500' E of Robinson to 2,000' E of Robinson</td>
<td>36.3% $ 800,000.00</td>
<td>$ 181,800.00</td>
<td>35.0% $ 800,000.00</td>
<td>$ 181,800.00</td>
<td>34.7% $ 800,000.00</td>
</tr>
<tr>
<td>21 Star - Franklin to Ustick</td>
<td>14.2% $ 3,395,000.00</td>
<td>$ 1,274,452.00</td>
<td>14.1% $ 3,395,000.00</td>
<td>$ 1,274,452.00</td>
<td>14.0% $ 3,395,000.00</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>$ 9,398,000.00</td>
<td>$ 5,729,588.00</td>
<td>$ 1,675,000.00</td>
<td>$ 191,475.00</td>
<td>$ 11,551,000.00</td>
</tr>
<tr>
<td><strong>2.25% Development Fee</strong></td>
<td><strong>$ 158,580.00</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| **Delivery and Utility Contingency** | **$ 1,500,000.00** | | | | | | **$ 1,500,000.00** **
| **Total Construction Contribution** | **$ 8,706,580.00** | | | | | | **$ 8,706,580.00** |
| **In-Lieu Payment to City** | **$ 5,500,000.00** | | | | | | **$ 5,500,000.00** |
| **TOTAL PROJECT CONTRIBUTION** | **$ 14,206,580.00** | | | | | | **$ 14,206,580.00** |

**Contingency paid to City as additional in lieu payment if needed.**
REQUEST FOR ENCROACHMENT AGREEMENT
1324 S Garland Street

- The Engineering Division received a request for an encroachment agreement for an existing home and garage building located in the right of way at 1324 S. Garland Street.

- The garage and house were built around 1960 based on the records of Canyon County.

- The current property owner is preparing to sell the property and would like to address the encroachment at this time.

- In addition to requesting the encroachment the owner has:
  
  o Requested a vacation of a portion of the right of way for Hawaii and Garland.
  o Dedicated 30-feet of right of way for Hawaii on the east end of their property.

- Engineering has reviewed the requested encroachment agreement and recommends approval.

REQUEST: Council authorize the Mayor to sign encroachment agreement with David and Osa Shervik Family Trust at 1324 S Garland Street (Exhibit A).
ENCROACHMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of January, 2019, by and between the CITY OF NAMPA, a municipal corporation, hereinafter referred to as the “City”, and THE DAVID AND OSA SHERVIK FAMILY TRUST U/T/A DATED APRIL 8, 1996 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 1324 S. Garland Street, Nampa, Idaho, Canyon County, which is owned by Second Party, described as:

The North 10 feet of vacated East Hawaii Avenue which lies adjacent to the South boundary line of Lot 6 in Block 175, and extending West to a point 10 feet West of the West boundary line of said Lot 6 as said Lot and Block are designated on the Amended Plat of Kurtz Addition, which plat was filed in Book 2 of Plats at Page 37, records of Canyon County, Idaho.

WHEREAS, Second Party desires an encroachment agreement for double carport, 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

Encroachment Agreement
Page 1 of 4
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:        AUTHORIZED SIGNATOR(S):

Debbie Kling, Mayor  

David L. Shervik, Trustee

Printed name: David L. Shervik, Trustee
ATTEST:

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, 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  
County of Canyon  

On this 16th day of January, 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared David I. Shervik, known to me to be the Trustee of the David and Osa Shervik Family Trust U/T/A dated April 8, 1996 and the person whose name is subscribed to the within instrument as said Trustee, and acknowledged to me that he executed the same on behalf of said Trust and that said Trust executed it.

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

(SEAL)  
ELLEN MAKINSTER  
COMMISSION #68171  
NOTARY PUBLIC  
STATE OF IDAHO  
Notary Public for Idaho  
Commission Expires: ____________

RESIDING IN: NAMPA, IDAHO  
COMMISSION EXPIRES: 07/28/2022
NON-DEVELOPMENT AGREEMENT
Canyon Creek Subdivision #2

- The developer of Canyon Creek Subdivision #2 has requested a non-development Agreement for a portion of the subdivision

- The non-development agreement allows the final plat to be recorded when only a specific portion of the phase has been completed. The remaining portions of the phase have the following restrictions placed on them:
  - No lot sales may occur
  - No building permits may be applied for

- The agreement is recorded against the affected lots in order to provide notice to any potential buyers

- The attached Exhibit A shows in blue the portions of phase 2 which will be encumbered by the non-development agreement

- The developer is making this request due to availability of asphalt and construction of the required secondary access

- The Engineering Division has reviewed the request and recommend approval of the request

REQUEST: Council authorization for the Mayor to sign the Non-Development Agreement (Exhibit B) between the City and Toll Southwest, LLC.
1. A PERMANENT EASEMENT FOR PUBLIC UTILITIES, SIMULANCE AND IRRIGATION IS HERETO DESIGNATED, AS ILLUSTRATED ON SHEET 3 OF THIS SUBDIVISION.

2. ALL EASEMENTS ARE AS SHOWN ON THIS PLAN.

3. PERMANENT EASEMENT GRANTED DATE: \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ldots} \text{\ld……
LOT SALE AND LOT IMPROVEMENT DELAY AGREEMENT

This AGREEMENT, made and entered into this ______ day of __________, 2019, by and between TOLL SOUTHWEST LLC, a Delaware limited liability company whose address is 250 Gibraltar Rd. Horsham, Pennsylvania 19044, hereinafter referred to as “DEVELOPER”, and the CITY OF NAMPA, a municipal corporation of the State of Idaho, hereinafter referred to as “CITY”.

WITNESSETH:

WHEREAS, DEVELOPER is currently the Owner of all real property and subdivision lots contained in Canyon Creek Subdivision No. 2 in Canyon County, Idaho, pursuant to the plat recorded as Instrument No. ____________________ in the records of Canyon County, Idaho; and,

WHEREAS, DEVELOPER desires now to begin the sale of lots and blocks in the following portions Lot 12, Block 8, Lots 14 through 29, Block 1, and Lots 6 through 18, Block 7 of said subdivision as shown on Exhibit A attached hereto (the “DEVELOPED AREA”).

WHEREAS, DEVELOPER recognizes that the sale of lots and blocks in the following portions Lots 1 through 11, Block 8, Lots 1 through 5 and 19 through 21, Block 7, and Lots 30 through 48 Block 1 of said subdivision as shown on Exhibit A (the “FUTURE DEVELOPMENT AREA”) may not begin until certain development of street, utility, and lot improvements are completed in accordance with CITY requirements.

NOW, THEREFORE, for good and valuable considerations received, DEVELOPER and CITY agree as follows:

CITY agrees that building permits may be issued for, and DEVELOPER may sell lots in, the DEVELOPED AREA in accordance with CITY’s generally applicable building permit requirements.

DEVELOPER agrees to sell NO lots and NO building permits shall be issued in the FUTURE DEVELOPMENT AREA during the term of this Agreement. DEVELOPER recognizes this Agreement will remain in effect until the required improvements in the FUTURE DEVELOPMENT AREA are completed or bonded with approved surety method in accordance with CITY standards and specifications. DEVELOPER acknowledges that this Agreement will be recorded with the County Recorder of Canyon County, Idaho, to provide public notice to prospective purchasers or lenders of the temporary restraint on conveyance of said real estate. At such time as the required improvements in the FUTURE DEVELOPMENT AREA are completed or bonded as set forth herein, this Agreement shall automatically terminate and the CITY shall execute documents sufficient to release DEVELOPER from the restraints of this Agreement. Once obtained from the CITY, DEVELOPER shall duly file and record with the County Recorder of Canyon County the appropriate release as provided by CITY.
DEVELOPER and CITY specifically understand and agree that, for the purpose of this Agreement, the status of the FUTURE DEVELOPMENT AREA will be as though plats thereof had not been approved or filed. This Agreement is not intended and does not affect the CITY requirements heretofore complied with by DEVELOPER and obtained by said DEVELOPER, except as expressly agreed to and contained in this Agreement.

This Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, and assigns and successors of the respective parties.

The undersigned DEVELOPER warrants and represents to CITY that it is the owner of the real property described herein.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT as of the date first above written,

CITY OF NAMPA IDAHO:

________________________
Debbie Kling
Mayor

ATTEST:

________________________
City Clerk

TOLL SOUTHWEST LLC

________________________
By:
STATE OF IDAHO   )
                 ) ss.
County of Canyon   )

On this _________ day of __________ , 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Debbie Kling and Deborah Bishop, known to me to be the Mayor and City Clerk, respectively, of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument, or the persons that executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

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

____________________________________________________________________
Notary Public in and for the State of Idaho Residing at ____________________________
My commission expires __________

STATE OF IDAHO   )
                 ) ss.
County of _________   )

On this _________ day of __________ , 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared ____________________________ who executed the foregoing instrument on behalf of TOLL SOUTHWEST LLC and acknowledged to me that such limited liability company executed the same.

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

____________________________________________________________________
Notary Public in and for the State of Idaho Residing at ____________________________
My commission expires __________
RELEASE AND SATISFACTION OF
LOT SALE DELAY AGREEMENT
FOR CANYON CREEK SUBDIVISION NO. 2 SUBDIVISION

The City of Nampa hereby acknowledges that the Lot Sale Delay Agreement recorded as Instrument No. ______________ in the records of Canyon County, Idaho, is fully satisfied and is hereby released and discharged. This document shall be recorded to show the release of the Lot Sale Delay Agreement upon the property as recorded.

Dated this ___ day of _____________, __________

CITY OF NAMP, IDAHO,

By ______________________________
Debbie Kling
Mayor

ATTEST:

______________________________
City Clerk

STATE OF IDAHO )
) ss.
County of Canyon )

On this ____________ day of ______________, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Debbie Kling and Deborah Bishop, known to me to be the Mayor and City Clerk, respectively, of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument, or the persons that executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

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

______________________________
Notary Public in and for the
State of Idaho
Residing at __________________
My commission expires ___________
PUBLIC HEARING ITEM
STAFF REPORT

Applicant/Representative(s):
David Kimmel YESCO as Applicant
File No(s): VAR-00063-2019
Analyst: Doug Critchfield, Senior Planner

Requested Action(s): Variance(s) to Nampa City Zoning Code(s) as follows:

1. To the maximum allowed free-standing sign height and size [(twenty-five feet {25'} high) and (200 sq. ft.) respectively per N.C.C. § 10-23-20.B] in the BC (Community Business) Zone in order to allow a fifty-foot (50') high and 291 sq. ft. advertising sign. The applicant states that the subject property faces the freeway but is substantially below grade of the adjacent property owned by the Idaho Department of Transportation.

(Decision Required: Decision)

Property/Location:
A certain property addressed as 0 N Merchant Way comprising County Assessor identified parcel: R2258910300; a .593-acre parcel located on the west side of N Merchant Way, south of Karcher Bypass and N Midland Blvd, and east of I-84 – hereinafter the “Property” (see attached Vicinity Map)...

Contents:
Conclusions of Law: Page(s) 2
Staff Narrative Findings/Discussion: Page(s) 3-6
Recommended Condition(s) of Approval: Page(s) 6
Attachments Description(s): Page(s) 6
10-24-1: [VARIANCE] PURPOSE:

The 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 of the bulk or quantifiable regulations prescribed by this title.

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.

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

10-24-2: ACTIONS:

A. Granting Of Variance Permit: The council may grant a variance permit with respect to requirements for fences and walls, site, area, width, frontage, depth, coverage, front yard, rear yard, side yards, outdoor living area, height of structures, distances between structures or landscaped areas as the variance was applied for or in modified form if, on the basis of application, investigation and evidence submitted, the council concludes the following:

1. Literal interpretation and enforcement of the regulation would result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of the zoning ordinance.

2. There are extraordinary site characteristics applicable to the property involved or to the intended use of the property which do not apply generally to other properties classified in the same zoning district.

3. Literal interpretation and enforcement of the regulation would deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district.

4. The granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.

5. The granting of the variance will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.
STAFF FINDINGS AND DISCUSSION

I. Variance Introduction:

Variances are traditionally offered zoning tools used as remedies to seek jurisdictional waivers or reductions of quantifiable, measurable development code requirements (e.g., setbacks, property dimensions, height standards, min. or maximum quantities or sizes, etc.) with which compliance in a given situation could not be attained due to site constraints (such as unusual topography) inherent to a property, rather than being the result of an applicant's own action(s)/development desires. Normally, economic considerations or "self-imposed hardships" or predicaments are not qualifying grounds to support a Variance application or its approval. As noted in the planning text The Practice of Local Government Planning (ICMA, 1988, 2nd ed.),

"Many requests for variances are for minor bulk variances in existing neighborhoods: for example, expansions of patios or carports one or two feet into designated side-yard setbacks. On such matters the zoning board becomes a sort of neighborhood arbitration board, dealing with physical hardships. Although these hardships are rarely great, this should be weighed against the extent of the public sector's stake in the somewhat arbitrary determination that a 10-foot- side yard is superior to a 9-foot one."

In Nampa, in order to justify a Variance Permit request, an applicant is tasked with arguing successfully to the City's Council that there is some aspect of the Property that physically, topographically or based on code requirements puts them at a disadvantage in trying to accomplish what they wish in comparison to like properties, especially in the surrounding area.

If the Council believes that there is no real topographical hardship associated with a Variance application (e.g., a river, a highway or a mountain in the way, etc.), then left to the applicant is the opportunity to 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 that pertained to a Variance application. Thus, historical matters, errors by the City or County, demonstrated lack of knowledge concerning a code by an applicant or their contractor, common sense "solutioning", development precedent and a variety of other mitigating factors have been evaluated in conjunction with these kinds of applications for relief from quantifiable, measurable standards adopted as law via Nampa's zoning ordinance.

Council is at liberty to approve or deny a Variance. And, their vote should not necessarily be construed as setting precedent -- for nothing binds them to vote the same way twice other than their own perceptions and those of others that they may be concerned with. Still, consistency is a desirable goal when dealing with case by case Variance requests. As a Variance decision is a "quasi-judicial" matter, any vote to approve or deny should be accompanied by a reasoned statement listing the rationale for the decision made.

II. This Application:

As Variance Permits have been used to provide opportunity for an applicant to seek relief from a dimensional or quantifiable standard, this request was received to ask the Council to consider approving for an increase in the allowable free-standing sign height and size in order to authorize emplacement of a new free-standing [monument style] sign fifty-feet (50') tall with a 291 sq. ft. advertising sign on the Property.
As this is a Variance request, it is the obligation of the Applicant to present such facts and persuasive arguments as to convince the Council that there exists some form of hardship or other unique site circumstance to justify issuance of the requested permit. The review criteria the Council is to use in assessing the application are those in bold font listed at the beginning of this report under the heading of “Applicable Regulations”, “Actions” 1-5. Those criteria serve as the “Conclusions of Law” to be associated with this matter.

III. General, Possible Findings:

1. The Property (legal description within City case file VAR-00063-2019) made the subject of this Variance request is located within the incorporated limits of the City of Nampa; and,

2. The Applicant has a controlling interest in the Property and is authorized to represent the same or allow another party to represent the same in this matter; and,

3. As authorized and mandated according to Idaho statute, the City has adopted a comprehensive zoning ordinance that applies to all properties within the City’s incorporated limits, and (by limited form and fashion) to areas within its negotiated Impact Area; and,

4. The City’s zoning ordinance requires that free-standing advertising signs erected in the BC (Community Business) Zone be no taller than twenty-five feet (25’) with a maximum display area of 200 square feet [previously the allowed height limit was forty-feet (40’) with a maximum display area of 672 square feet years ago]; and,

5. The City’s zoning ordinance requires that free-standing advertising signs erected in the BC (Community Business) Zone have a maximum display area of 200 square feet in size; and

6. The Applicant has submitted a Variance Permit to the City of Nampa in order to be allowed to have a free-standing sign taller than twenty-five feet with a display area of more than 200 square feet in size on the Property. The Variance Application was accompanied by a requisite fee, and the City has received the application and deemed it complete and suitable for processing; and,

7. The Variance Application is being processed in conjunction with procedures compliant with the Local Land Use Planning Act, and Nampa Zoning Ordinance standards appertaining to such an application type; and,

8. Variances, as a rule, are not to be issued simply for economic reasons or convenience; they “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,

9. A limited statement has been provided that attempts to explain and justify the Variance request as some type of topographical or other physical site hardship or “unique site circumstance” [or situation] that restricts emplacement of the sign; and,
10. Adjacent property owners have not provided comment regarding the application; and,

11. The City's Building Department has indicated that they will require plans, structural calculations and permits for the sign in the event the Variance Application is approved; and,

12. The Pioneer Irrigation District has indicated that they have no concerns with the size of the sign, but would like to verify the exact location of the sign as they have PID facilities within the vicinity of the Project; and,

13. The City's Engineering Division has indicated that they do not oppose the granting of this variance request; and,

14. The Idaho Transportation Department has provided comments regarding the application and requirements in the event it is approved; and,

15. No direct physical impact on the general public by this request is foreseen by virtue of this request were it to be approved; and,

16. Attached to this report is all of the information Staff had by the time this report was ready to go to print (12 noon, February 13, 2019)...

IV. Analysis/Opinion:

In Nampa, as pertaining to land use Variance Permit requests, a burden rests upon an applicant to argue persuasively to the City's Council that one or more conditions related to the property they represent interfere(s) with the applicant's use of their land in manner and form commensurate with that enjoyed, most particularly, by their neighbors or other properties in a similar situation and zoning district as that applicant's land. Each land use [or related] Variance Application is reviewed on a case by case basis and the merits of the matter are weighed in the public venue. Public testimony has been received and the opinions of City departments or outside agencies submitted to the Council for their consideration.

With respect to the matter made the subject of this report, Applicant, per their narrative argues for their Variance request, essentially as follows:

A) That the Applicant owns the Property; and,

B) That the Applicant desires to receive permission to install a fifty-foot (50') tall freestanding, monument-style, sign with a 291 sq. ft. display area facing I-84; and,

C) There are other signs in the area that have received a variance for a taller and larger sign to provide greater visibility; and,

D) That the subject property is approximately twenty-feet (20') below grade of the adjacent property owned by IDOT, which would keep the sign from being visible from an appropriate distance; and

E) Literal interpretation and enforcement of the height regulation would deprive this property owner from constructing a sign with similar visibility privileges enjoyed by other property owners within this zoning district.
In the absence of further written arguments or information iterated by the Applicant, Staff observes as follows:

A) That Staff has not received expressions of opposition to the Variance request from City Departments/Divisions, outside agencies, or the public -- save concern has been expressed by Pioneer Irrigation District that the exact location of the sign needs to be verified; and,

B) That Variances are most commonly associated with topographical or other unique site circumstances related to a property vs. being issued for convenience or economic gain/savings; and,

C) That, in the majority, other properties throughout the City, signs have routinely complied with the zoning code's dimensional controls save, perhaps, in limited instances (especially along the I-84 corridor) sanctioned by receipt of a Variance Permit; and,

Given the lack of opposition to the Variance proposal under consideration, and the 20' variation in elevation between the IDOT and applicant's property, installation of a twenty-five foot (25') conforming sign would not provide the visibility required. Staff believes some justification exists to consider approving the Variance application.

Contrary arguments might suggest that the sign could be reduced in size to a maximum of 200 square feet in order to comply with the current zoning code, however, since other signs in the area that exceed the maximum height and size along the I-84 corridor have been approved through the variance process, granting a variance would not be inconsistent with prior approvals, or provide special privileges and economic advantages.

RECOMMENDED CONDITION(S) OF APPROVAL

Should the Council vote to approve the Variance Application request, then Staff recommends that they/you consider imposing the following Condition(s) of Approval against the same:

Generally:
1. Applicant(s) shall comply with all applicable requirements [including obtaining a Sign Permit and any requisite sub-permits] as may be imposed by City agencies appropriately involved in the review of this request (e.g., Nampa Fire [inspection], Building, Planning and Zoning and Engineering Departments, etc.) as the Variance(s) [Permit] approval(s) do/does not, and shall not, have the affect of abrogating requirements from those agencies or City divisions/departments...

ATTACHMENT(S)

- Copy of Vicinity Map (page/Exhibit 7)
- Copy of Variance application form and justification statement (pages/Exhibits 8-10)
- Copies of aerial photo of Property, surrounds, street images and zoning (pages/Exhibits 11-15)
- Copy of Project sign rendering (reduced from original) (pages/Exhibit 16)
- Copies of any department/agency/citizen correspondence/sign detail drawings (pages/Exhibits 17+)
## APPLICATION FOR VARIANCE

**PLANNING AND ZONING DEPARTMENT**

411 3rd STREET S, NAMPA, IDAHO 83651 P: (208) 468-4487 F: (208) 465-2261

Nonrefundable Fee: $255.00

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<td>David Kimmel Yesco</td>
<td>208-433-3101</td>
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Applicant’s interest in property: (X) Own ( ) Rent ( ) Other

### ADDRESS OF SUBJECT PROPERTY:

Ø N Merchant Way, Nampa, ID 83687

### Please provide the following required documentation

- ☑ Completed Application
- ☑ A copy of one of the following: ☑ Warranty Deed ☐ Proof Of Option ☐ Earnest Money Agreement
- ☑ Signed & Notarized Affidavit of Legal Interest (attached). Form **must** be completed by the legal owner (If owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to show that the person signing is an authorized agent)
- ☑ Original Legal description of property AND a legible WORD formatted document. (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

### Project Description

- State the nature of the variance request and the practical difficulty or unnecessary hardship, which would result from a literal interpretation and enforcement of the specific regulation for which the variance is being sought, (attach additional pages if necessary): SEE ATTACHED NARRATIVE

Dated this 10th day of January, 2019

Applicant Signature

### PLEASE NOTE

This application will be referred to the Nampa City Council for its consideration. The City Council shall hold a public hearing on the application and it shall be granted or denied. Notice of the public hearing shall be sent to adjacent property owners no less than 10 or more than 30 days prior to the hearing. You will be given notice of the public hearing and should be prepared to answer any questions.

A variance shall not be considered a right or a privilege, but will only be granted upon showing the following undue hardship:

1. Special characteristics of the site, which deprive it of privileges commonly enjoyed by other properties in the same zone or vicinity, and
2. The variance is not in conflict with the public interest.

Variances are not intended to allow something that others do not have a permitted right to do.

The use or construction permitted by a variance must be commenced within a 6-month period. If such use or construction has not commenced within such time period, the variance shall no longer be valid. Prior to the expiration of the 6-month period the applicant may request from the city Council an extension for up to an additional 6 months from the original date of approval.

### OFFICE USE ONLY

FILE NUMBER: VAR-063-20.19 PROJECT NAME Sign Height + Size

12/11/13 Revised
January 15, 2019

City of Nampa
Planning & Zoning Department
411 3rd Street South
Nampa, ID 83651

RE: Bud’s Chevron
No Address Assigned (NE ¼ of the SE ¼ of S8, T3N, R2W, Boise Meridian, Canyon County, Idaho
Nampa, ID

Re: Sign Variance
Zoning: BC

The applicant is proposing to install a new freestanding sign adjacent to the southern property line and
near the IDOT right-of-way. Chapter 23 of the Nampa Zoning Code regulates all outdoor signage. Under
10-23-2: Definitions the proposed sign would be considered a “Permanent Sign” and further described
under item 9 as an “Outdoor Advertising Sign”, but not a billboard. The parcel where the sign will be
located is under the same ownership, but this parcel is not planned for development.

Table 10-23-20(B) provides for the size and height of signs in the property zoning district of BC. The
applicant is allowed up to 200 square feet of signage, with a maximum height or 25 feet. The applicant is
proposing a 291 square foot sign with a height of 50 feet. The proposed height and size requires the
applicant to request a variance to the overall height and square footage as noted below.

The applicant is requesting a variance under Section 10-23-10: Sign Variances and under Section 10
Chapter 24 Variances.

10-24-2: Actions: Describes the requirements for approval of a variance application. These are each
addressed below:

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 regulations would result in practical
difficulty or unnecessary physical hardship inconsistent with the objectives of the zoning
ordinance.

The subject property is substantially below the grade of the adjacent property owned by IDOT. This
approximately 20' of differential would keep the sign from being visible from an appropriate distance,
making the literal interpretation an unnecessary physical difficulty for the property owner and
inconsistent with the objectives of the zoning ordinance.
These same offsite physical features create the need for a larger sign to provide visibility. The site location and the former I-84 off ramp interfere with visibility and views of the proposed signage. The request for additional square footage helps to offset this lack of visibility for the motorist.

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.
As stated above there are extraordinary site characteristics that are applicable to this specific property and don't usually apply to other properties within this zoning district.

3. Literal interpretation and enforcement of the regulation would deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district.
Literal interpretation and enforcement of the height and size regulation would deprive this property owner from constructing a sign with similar visibility privileges enjoyed by other property owners within this 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.
Granting of the requested variance will not constitute a special privilege for this property due to the unusual physical constraints.

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.
Granting this variance request will not have any deleterious effects on the public health, safety or welfare nor be materially injurious to other properties and developments (current or future) in the vicinity.

Summary:
The applicant and property owner believe that this request meets the criterion spelled out in Section 10-23-10: Sign Variances and under Section 10 Chapter 24 Variances. As such, we respectfully request that this application be approved.

Sincerely,

David P. Kimmel
1 INSTALL SHIPPED IN C-140 PYLON DISPLAY SCALE: 3/16" = 1'-0"
QUANTITY: 1 MANUFACTURE & INSTALL.  

SPECIFICATIONS
- INCLUDES CHEVRON TRADEMARK, TECHRON, AND OPTIONAL BRANDED.
- INSTALLATION:
  - LED ILLUMINATION:
  - INSTALLATION: BY YESCO
  - REMOVAL: NO

Fabrication/Details:
- Diameter
- Paint Color: CHEVRON DARK GRAY
Building Department is okay with this Variance, but will require plans, structural calculations and permits before any work can start.

From: Shellie Lopez <lopezs@cityofnampa.us>
Sent: Wednesday, January 23, 2019 2:37 PM
Subject: Sign Variance - VAR-00063-2019

Good Afternoon Everyone! 🌞

Re: Sign Variance (VAR-00063-2019)

David Kimmel of Yesco Signs on behalf of Bud’s Chevron, has requested a Variance to City of Nampa Zoning Ordinance, Nampa Sign Code Section 10-23-20 (B) allowing a maximum outdoor advertising sign height of forty (40) feet in a BC (Community Business) zoning district. The applicant has requested a Variance to allow a fifty (50) foot outdoor advertising sign at 0 N Merchant Way (R2258910300). The applicant states that the subject property is substantially below the grade of the adjacent I-84 off ramp property owned by IDOT and that the approximate 20' height differential would keep the sign from being visible from an appropriate distance.

The Variance application is scheduled as a public hearing item on the City Council agenda of February 19, 2019.

Please find attached the VAR-00063-2019 file for your review and send all comments to my attention prior to February 06, 2019.

Thank you & Have a great day!

Shellie A. Lopez, Planning Administrative Specialist
O: 208.468.4487, F: 208.468.5439
411 3rd Street South, Nampa, ID 83651
Planning and Zoning - Like us on Facebook

Notice: All communication transmitted within the City of Nampa Email system may be a public record and may be subject to disclosure under the Idaho Public Records Act (Idaho Code 74-101 et seq.) and as such may be copied and reproduced by members of the public. In addition, archives of all City emails are generally kept for a period of two years and are also subject to monitoring and review.
Shellie,

Are you able to verify the location of the proposed sign?

Pioneer Irrigation District has no concerns with the size of the sign, but due to PID facilities nearby, I am curious of the location.

Thank you.

Mark Zirschky
Pioneer Irrigation District
208-459-3617
208-250-8481

Get Outlook for iOS

From: Shellie Lopez <lopesz@cityofnampa.us>
Sent: Wednesday, January 23, 2019 2:37 PM
Subject: Sign Variance - VAR-00063-2019

Good Afternoon Everyone! ☺

Re: Sign Variance (VAR-00063-2019)

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The Variance application is scheduled as a public hearing item on the City Council agenda of February 19, 2019.

Please find attached the VAR-00063-2019 file for your review and send all comments to my attention prior to February 06, 2019.

Thank you & Have a great day!
Date: January 24, 2019
Rev:

To: City Council
Cc: Daniel Badger, P. E., City Engineer
Cc: Tom Points, P. E., Nampa City Public Works Director
Cc:

From: Jim Brooks – Engineering Division

Subject: Variance – Monument sign height

Applicant: YESCO Signs, David Kimmel

Applicant Address: 416 E. 41st Street, Boise, Idaho 83714

Owner: G & G Investments

Owner Address: 24034 Batt Corner Rd., Parma, Idaho 83660

Parcel Address: 0 No. Merchant Way (R2258910300)

VAR-00063-2019 for the February 6, 2019 City Council Meeting

The Engineering Division does not oppose the granting of this variance request.
February 11, 2019

Shellie A. Lopez
City of Nampa
411 3rd Street South
Nampa, Idaho 83651

VIA EMAIL

<table>
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<tr>
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The Idaho Transportation Department (ITD) reviewed the referenced variance application and has the following comments:

1. This project abuts the State highway system.

2. No direct access to the State Highway system is requested with this application and none is approved.

3. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.

4. The State of Idaho has comprehensive rules governing outdoor advertising, including a limitation that signs not "dazzle or blind" drivers. The current trend toward high intensity signs has caused an increasing number of driver complaints on urban segments of the State Highway System.

5. IDAPA 39.03.60 rules govern advertising along the State highway system. Signs may only display advertising specific to the property on which they are installed. The applicant can contact Justin Pond, Program Manager for ITD’s Headquarters Right-of-Way Section at (208) 334-8832 for more information.

6. ITD recommends the applicant contact Justin Pond with assistance complying with Outdoor Advertising requirements.
7. Provided the applicant has complied with Outdoor Advertising requirements, ITD does not object to the variance request to the overall sign height as presented in the application.

If you have any questions, you may contact Ken Couch at (208) 332-7190 or me at (208) 334-8338.

Sincerely,

Sarah Arjona
Development Services
Sarah.Arjona@itd.idaho.gov
PLANNING & ZONING DEPARTMENT
Before the Mayor & City Council
Meeting of 19 FEBRUARY 2019

PUBLIC HEARING ITEM
STAFF REPORT

Applicants/Representative(s): Ken Franklin
File No(s).: VAC-00032-2019
Analyst: Doug Critchfield

Requested Action(s): Vacation as follows:

1. Ten ft. (10′) of the Right-of-Way on the east side of South Garland Street running north 198.4 ft from the East Hawaii Avenue property line of 1310 South Garland St; and

2. Ten ft. (10′) of the Right-of-Way on the north side of East Hawaii Ave for 142.2 ft from the existing right of way on the east side of S Garland St;

in the NE ¼ of Section 34, T3N, R2W, within an/the RD (Two-Family Residential) Zone in the Kurtz Addition, in Nampa (see attached Vicinity Map),

In order to reduce the encroachment into the Right-Of-Way of the existing house and carport at 1324 S Garland St...

APPLICABLE REGULATIONS

Respecting right-of-way vacation requests, our code states that,

C. Vacations: Vacation approval shall be required in order to either erase some or all of an easement or right of way. Vacation approval shall be required in order to move the location of all or part of an already platted and recorded right of way or easement. Processing of vacation requests for easements and/or rights of way shall be executed in accordance with provisions of Idaho state code. Right of way vacations shall be done by ordinance of the city council and approved first by the same during a public hearing. Alternatively, a replat of a subdivision may also serve to vacate easements and/or rights of way when filed, approved by the city, and then recorded. (Ord. 4070, 10-7-2013)
GENERAL INFORMATION/NARRATED FINDINGS

No set criteria govern the appropriateness of a right-of-way vacation request, the decision being left to the discretionary judgment of the authority (in this case the City of Nampa) hearing the request. A need to protect or serve a public or other vital or prevailing interest (e.g., land access) may serve as rationale to reject a vacation proposal.

Opposition to the endeavor of the Applicant has not been raised by neighbors, City departments or outside agencies (see attached correspondence). Staff has no concerns about this request. We note the comments and requirements of City Engineering and other agencies/departments respecting this request (copies of correspondence items are hereafter attached).

Recommendation:
Approve the application request as presented, with conditions (see following section).

RECOMMENDED CONDITIONS OF APPROVAL

Should the City Council vote to vacate the land(s) associated with this application as described in certain documents and by exhibit(s) hereafter attached and made a part of this record, then Staff recommends that the Council condition their approval to vacate on Applicant/application compliance with the following Conditions of Approval:

1. That the Applicant dedicate right-of-way on Hawaii Ave. adjacent to 816/818 & 826/824 of Thirty Feet (30') on the north side of the center line of E Hawaii Ave. extending west for 202.7 feet from the east property line of 826/824 E Hawaii Ave; and,

2. That the Applicant enter into and Encroachment Agreement with the City of Nampa to address the encroachment into the public right-of-way of the existing residence's carport at 1324 so. Garland St.; and,

3. That the applicant complies with all City department/division or outside agency requirements pertinent to this matter.

ATTACHMENTS/EXHIBITS

- Copy of Vacation Application form (page/Exhibit 4, hereto attached)
- Copy of illustrative drawing of vacation and dedication right-of-way (page/Exhibit 5, hereto attached)
- Copy of Legal Description (page/Exhibit 6, hereto attached)
- Copy of Aerial Photo of Project site (page/Exhibit 7, hereto attached)
- Copy of Project zoning (page/Exhibit 8, hereto attached)
- Copies of any agency/owner/citizen correspondence, etc. (pages/Exhibits 9+)
APPLICATION | OR VACATION OF EASEMENT, PUBLIC RIGHT-OF-WAY OR PLAT
PLANNING AND ZONING DEPARTMENT
411 3rd STREET S, NAMPA, IDAHO 83651  P: (208) 468-4487 F: (208) 465-2261
Nonrefundable Fee: $505.00

Applicant Name: KEN FRANKLIN
Home Number: N/A
Street Address: 10767 W. MOSSYWOOD DR.
Mobile Number: 208-860-4739
City: Post Falls; State: ID; Zip code: 83709
Email: Ken@grassmustwander.com
Property Owner Name: DAVID and OSAL SHEAVIK FAMILY TRUST
Street Address: 14082 TOWERS DR.
City: Caldwell; State: ID; Zip Code: 83605

Applicant’s interest in property: (X) Own ( ) Rent ( ) Other

ADDRESS OF SUBJECT PROPERTY: 1310 S. GARLAND ST, NAMPA, ID

Subject Property Information
Please provide the following REQUIRED DOCUMENTATION to complete the Vacation

☐ A copy of one of the following: Warranty Deed ☐ Proof Of Option ☐ Earnest Money Agreement
☐ List of names, addresses AND written consent of the owners and contract purchasers of all property adjoining the vacated portion
☐ Signed & Notarized Affidavit of Legal Interest (attached), Form must be completed by the legal owner
(If owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to show that the person signing is an authorized agent)
☐ Original Legal description of property AND a legible WORD formatted document. (Must be in a final recording)
Old or illegible title documents will need to be retyped in a WORD formatted document
☐ Sketch drawing of the portion proposed to be vacated

Project Description
☐ State (or attach a letter stating) the reason you desire the easement, public right-of-way, plat or part thereof to be vacated: Reduce width of Garland Street and Hawaii Avenue and to eliminate possible encroachment of old house and

Dated this 16TH day of January 2019

Applicant Signature

PLEASE NOTE
This application will be referred to the Nampa City Council. If the Council desires, it may refer the application to the Planning Commission for its recommendation. If the application is recommended for approval the City Council shall hold a public hearing.

Written notice of the public hearing shall be sent to all property owners within 300 feet of the boundaries of the proposed vacation by certified mail with return receipt, at least 10 days prior to the date of the public hearing. Notice shall also be published once a week for 2 successive weeks in the Idaho Press-Tribune, with the last publication at least 7 days prior to the hearing. You will be given notice of the public hearings and should be present to answer any questions.

OFFICE USE ONLY
FILE NUMBER: VAC-039-2019 PROJECT NAME: Reduce BOW along Garland and Hawaii

12/11/13 Revised
Legal description for portion of South Garland Street and East Hawaii Avenue requested to be vacated by the City of Nampa

All that portion of the East 10 feet of South Garland Street which lies adjacent to the West boundary lines of Lots 3, 4, 5 and 6 in Block 175; AND all that portion of the North 10 feet of East Hawaii Avenue which lies adjacent to the South boundary line of said Lot 6 and extending West to a point 10 feet West of the West boundary line of said Lot 6 in Block 175, as said Lots and Block are designated on the Amended Plat of Kurtz Addition, which plat was filed in Book 2 of Plats at Page 37, records of Canyon County, Idaho.
1310 SOUTH GARLAND STREET

CURRENT ZONE
Building Department has no conditions at this time.

Ken Franklin representing David and Osa Shervik Family Trust has requested a Vacation of the easterly 10 feet of S Garland St adjacent the west side of 1310 S Garland St and Vacation of the northerly 10 feet of the westerly 142.2 feet of E Hawaii Ave adjacent the south side of 1310 S Garland St (Lots 3-10 in Block 175 west of the Drain and adjacent vacated street less Tax 1).

This application is scheduled as a public hearing item on the City Council agenda of February 19, 2019.

Please find attached the VAC-00032-2019 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) prior to February 06, 2019.

Thank you & Have a great day!
Date: January 30, 2019

Re: Partial vacation of public rights-of-way of Garland Street, and Hawaii Avenue

Applicant: Ken Franklin representing the David and Osa Shervik Family Trust

Applicant Address: 10767 W. Mossywood Dr., Boise, Idaho 83709

Property Owner: David and Osas Shervik Family Trust

Owners Address: 14082 Towers Dr., Caldwell, Idaho 83607

Property Address: 1310 through 1324 So. Garland St.

VAC-00032-2018 for the December 17, 2018 City Council Meeting

Applicant is desirous to vacate a portion of the public right-of-way dedicated with the Amended Plat of Kurtz Addition to Nampa. The owners have also dedicated right-of-way for Hawaii Avenue as requested adjacent to 816/818 & 826/824 E. Hawaii Avenue. In addition, the owners have agreed to enter into an Encroachment Agreement with the City to address the encroachment into the public right-of-way of the existing residence’s carport at 1324 So. Garland.

The Engineering Division has no concerns with recommending granting this vacation request.
February 5, 2019

Shellie A. Lopez
City of Nampa
411 3rd Street South
Nampa, Idaho 83651

VIA EMAIL

<table>
<thead>
<tr>
<th>Development Application</th>
<th>VAC-00032-2019</th>
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<tbody>
<tr>
<td>Project Name</td>
<td>SHERVIK FAMILY TRUST</td>
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<tr>
<td>Project Location</td>
<td>Northeast corner of South Garland Street and East Hawaii Avenue, east of SH-45 milepost 25.84</td>
</tr>
<tr>
<td>Project Description</td>
<td>Vacation of the easterly 10 feet of South Garland Street adjacent the west side of 1310 South Garland Street. Vacation of the northerly 10 feet of the westerly 142.2 feet of East Hawaii Avenue adjacent the south side for 1310 South Garland Street.</td>
</tr>
<tr>
<td>Applicant</td>
<td>Ken Franklin</td>
</tr>
<tr>
<td>Representing</td>
<td>David and Osa Shervik Family Trust</td>
</tr>
</tbody>
</table>

The Idaho Transportation Department (ITD) reviewed the vacation application and has the following comments:

1. This project does not abut the State highway system.

2. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.

3. Idaho Administrative Procedures Act (IDAPA) 39.03.60 rules govern advertising along the State highway system. The applicant may contact Justin Pond, Program Manager for ITD’s Headquarters Right-of-Way Section at (208) 334-8832 for more information.

4. ITD does not object to the vacation of property as presented in the application.

If you have any questions, you may contact Ken Couch at (208) 332-7190 or me at (208) 334-8338.

Sincerely,

Sarah Arjona
Development Services
Sarah.Arjona@itd.idaho.gov
Planning & Zoning Department

Before the Nampa City Council
February 19, 2019

STAFF REPORT – PUBLIC HEARING

Annexation and Zoning to IH (Heavy Industrial) at 0 Cherry Lane (Parcel R30839011A0) for Warehouses for Richard Evans representing Russell Hunemiller (ANN 109-18).

Applicant: Richard Evans
Property Owner: Russell Hunemiller
File No: ANN 079-18

Prepared By: Norman L. Holm

Date: February 12, 2019

Requested Actions: Annexation & Zoning to IH (Heavy Industrial)

Purpose: For future warehousing space.

GENERAL INFORMATION

Planning and Zoning Commission Recommendation: Approval subject to recommended conditions.

Zoning & Planning History: The property has been used for agricultural purposes in the past.

Status of Applicant: Representative of Owner/Developer

Annexation Location: Tax 03066 - 24.39-acre portion of the South Half of the SE 1/4 of Section 4, T3N, R2W, BM on the north side of Cherry Lane just west of Northside Blvd.

Total Size: Approximately 24.39 acres

Existing Zoning: Count AG (Agricultural) and M1 (Light Industrial)

Proposed Zoning: IH (Heavy Industrial)
Comprehensive Plan Designation: Heavy Industrial

Applicable Regulations: In order for a property to be annexed it must be contiguous with the city limits or be enclaved by other properties so annexed. This property adjoins existing city limits on the south adjacent Cherry Lane, and on the west across the Railroad right-of-way.

Existing Uses: Agricultural crop land.

Applicant Reason for Annexation and Zoning: For future warehouse space.

SPECIAL INFORMATION

Public Utilities:
12" water mainline in Cherry Lane to the south
18" sewer mainline in Northside Blvd. to the east
No irrigation mainlines available in the area

Public Services: Police and fire already service city incorporated areas surrounding the location.

Physical Site Characteristics: Existing agricultural crop land planned for future heavy industrial use.

Transportation: Access to the property is from Cherry Lane.

Correspondence: No written correspondence has been received from any area property owners, residents or business owners regarding opposition to or support for the requested annexation and zoning to Heavy Industrial for warehouse purposes.

STAFF FINDINGS AND DISCUSSION

From a land use standpoint, the location is shown on the comprehensive plan “future land use map” as being compatible with the zoning that has been requested. If the City Council accepts the Planning & Zoning Commission recommendation and approves the annexation and zoning the following findings are suggested:

1) The requested annexation area adjoins existing city limits on the south adjacent Cherry Lane, and on the west across the railroad right-of-way.
2) The area can reasonably be assumed to be available for the orderly development of the city with the city limits having grown into the area and the adjacent lands to the west and southeast having been annexed, zoned, and/or developed for industrial purposes.
3) The proposed zoning conforms with the city’s comprehensive plan future land use map for Heavy Industrial land use and is reasonably compatible with existing and proposed industrial land uses in the area.
4) The applicant desires annexation and zoning to facilitate future development for warehousing space.
RECOMMENDED CONDITIONS OF APPROVAL

If the City Council votes to accept the Planning & Zoning Commission recommendation and approves the annexation and zoning staff recommends the following conditions of approval:

Residential Compatibility:
1) Posting and control of the private access road to Northside Blvd. for emergency use only, while maintaining easement access for adjacent residential users.
2) Installation of sound deadening fencing along the easterly property boundary adjacent the neighboring residential properties.

General:
1) Per City Policy. At time of development or redevelopment, full frontage improvements, and utility extensions, to and through the site will be required.
2) Abandonment of any existing septic system will be accomplished under the guidelines established by Southwest District Health Department.

Right-of-Way
1) Right-of-way dedication - Required
   a) Cherry Lane - Functional Classification is an arterial. Fifty-feet (50') for half of a future one-hundred-foot (100') right-of-way.
   b) Northside Boulevard – Functional Classification is an arterial. Annexation will only be required to the prescriptive right-of-way of Northside Boulevard.

ATTACHMENTS

1) Application (Page 4)
2) Vicinity map with zoning (Page 5)
3) Street/Ariel view from Cherry Lane (Page 6)
4) Comprehensive plan future land use map (Page 7)
5) Engineering Division review letter (Page 8)
6) Utility map (Page 9)
7) Conceptual warehouse site layout (Page 10)
8) Building Department review letter (Page 11)
9) Nampa Highway District #1 review letter (Page 12)
10) Nampa & Meridian Irrigation District review letter (Page 13)
11) Idaho Transportation Department review letter (Page 14)
12) Planning and Zoning Commission decision/action letter (Pages 15-16)
13) Planning and Zoning Commission hearing minutes (Pages 17-19)
**APPLICATION FOR ANNEXATION/ZONING**

PLANNING AND ZONING DEPARTMENT

411 3rd STREET S., NAMPA, IDAHO 83651  P: (208) 468-4487 F: (208) 465-2261

Nonrefundable Fee: $452.00 (1 acre or less) Nonrefundable Fee: $910.00 (more than 1 acre)

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Home Number</th>
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<tbody>
<tr>
<td>Richard Evans</td>
<td>208 853 9415</td>
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<td>7560 W Pebble Brook Ln.</td>
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<td>Russell Hunemiller</td>
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<td>208 870 1040</td>
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<tr>
<td><a href="mailto:richardevans@q.com">richardevans@q.com</a></td>
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<tbody>
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**ADDRESS OF SUBJECT PROPERTY:**

O cherry lane (B3083901140)

Please provide the following required documentation

- [ ] Completed Application
- [ ] A copy of one of the following: [x] Warranty Deed  [ ] Proof Of Option  [ ] Earnest Money Agreement
- [ ] Signed & Notarized Affidavit of Legal Interest (attached). Form must be completed by the legal owner (If owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to show that the person signing is an authorized agent)
- [ ] Original Legal description of property AND a legible WORD formatted document with Closure Calcs (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

**Project Description**

- [ ] State the zoning desired for the subject property: __I H__

- [ ] State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for the use of the subject property: __Wage House__

**NOTICE TO APPLICANT**

This application will be referred to the Nampa Planning Commission for a recommendation on the requested zoning. The Planning Commission shall hold a public hearing and will then make its recommendation to the City Council. The City Council will then hold a second public hearing. Notice of the public hearings must be published in the Idaho Press-Tribune 15 days prior to said hearings. Notice shall also be posted on the premises of the subject property not less than 1 week prior to the hearings. Notices will also be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.

**OFFICE USE ONLY**

FILE NUMBER: **ANN - 109 - 2012**  PROJECT NAME **North Nampa Industrial Park**
Annexation and Zoning to IH (Heavy Industrial) for construction of a warehouse

0 Cherry Lane (R30839011A0)

Visit Planning & Zoning at cityofnampa.us for more info.

ANN-00109-2018

1/4/2019
Date: January 3, 2019
To: Planning and Zoning
Cc: Daniel Badger, P.E., City Engineer
Cc: Tom Points, P.E., Nampa City Public Works Director
From: Jim Brooks – Engineering Division
Applicant: Richard Evans
Applicant Address: 9560 W. Pebble Brook Lane, Garden City, Idaho 83714
Owner: Russell Hunemiller
Owner Address: 16130 N. Elder Street, Nampa, Idaho 83687
Property Address: TBD
Re: Annexation and Zoning to IH for construction of a warehouse.

ANN-00109-2018 for January 23, 2019 Planning & Zoning Meeting

The Engineering Division does not oppose the granting of this request with the following conditions:

**General:**
- Per City Policy. At time of development or redevelopment, full frontage improvements, and utility extensions, to and through the site will be required.
- Abandonment of any existing septic system will be accomplished under the guidelines established by Southwest District Health Department.

**Right-of-Way**
- Right-of-way dedication - Required
  - Cherry Lane - Functional Classification is an arterial. Fifty-feet (50’) for half of a future one-hundred-foot (100’) right-of-way.
  - Northside Boulevard – Functional Classification is an arterial. Annexation will only be required to the prescriptive right-of-way of Northside Boulevard.
Utility Map

Before You Dig!
Call 811
www.digline.com

Utility Infrastructure
- Water (inactive, private, etc.)
- Water (active)
- Fire Line (active)
- Hydrant
- Domestic Well
- Domestic Valve
- Pressure Irrigation (inactive, private, etc.)
- Pressure Irrigation (active)
- Irrigation Pump (active)
- Irrigation Pump (inactive)
- Irrigation Valve
- Sewer (inactive, private, etc.)
- Sewer (active)
- Sewer Lift Station
- Sewer Manhole
- SD (inactive, private, etc.)
- SD (active)
- SD Gravity Irrigation (inactive, private, etc.)
- SD Gravity Irrigation (active)
- SD Catch Basin
- SD Manhole
- SD Sand Grease Trap
- SD Pond
- Telecom Line (inactive, private, etc.)
- Telecom Line (active)
- Telecom Conduit (inactive, private, etc.)
- Telecom Conduit (active)
- Telecom Structure (inactive, private, etc.)
- Telecom Structure (active)
- Signal Cabinet
- Signal Pole
- Signal Mast Arm
- Streetlight (inactive, private, etc.)
- Streetlight (active)

12/27/2018
1 inch = 400 feet

Original Size: 8.5" x 11"

 DISCLAIMER: This data is in its infancy/prototype phase prepared by the City of Nampa (City). The City of Nampa is not responsible for the accuracy or completeness of the data. Any errors or omissions are not correctable. The information provided by this system is for the purpose of avoiding damages or injuries to persons and property. The City of Nampa is not responsible for any damages or injuries to persons and property caused by incorrect or incomplete data. The City of Nampa is not responsible for any damages or injuries to persons and property caused by incorrect or incomplete data. The City of Nampa is not responsible for any damages or injuries to persons and property caused by incorrect or incomplete data. The City of Nampa is not responsible for any damages or injuries to persons and property caused by incorrect or incomplete data. The City of Nampa is not responsible for any damages or injuries to persons and property caused by incorrect or incomplete data. The City of Nampa is not responsible for any damages or injuries to persons and property caused by incorrect or incomplete data. The City of Nampa is not responsible for any damages or injuries to persons and property caused by incorrect or incomplete data. The City of Nampa is not responsible for any damages or injuries to persons and property caused by incorrect or incomplete data. The City of Nampa is not responsible for any damages or injuries to persons and property caused by incorrect or incomplete data. The City of Nampa is not responsible for any damages or injuries to persons and property caused by incorrect or incomplete data.
Building Department has no conditions at this time.

Shellie Lopez
From: Shellie Lopez <lopes@cityofnampa.us>
Sent: Thursday, December 27, 2018 1:40 PM
Subject: ANN-00109-2018

Good Afternoon Everyone! 😊

Re: ANN-00109-2018

Richard Evans has requested Annexation and Zoning to IH (Heavy Industrial) at 0 Cherry Lane (Parcel R30839011A0) for construction of a Warehouse (Tax 03066 - 24.39-acre portion of the South Half of the SE 1/4 of Section 4, T3N, R2W, BM).

The Annexation application will go before the Planning & Zoning Commission as a public hearing item on the January 23, 2019 agenda.

Please find attached the ANN-00109-2018 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) no later than January 09, 2019.

Thank you & Have a great day!
Sylvia Mackrill

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Wednesday, January 02, 2019 8:38 AM
To: Sylvia Mackrill
Subject: FW: ANN-00109-2018

Follow Up Flag: Follow up
Flag Status: Flagged

Nampa Highway District #1 has no objection to the annexation and zoning to Heavy Industrial at 0 Cherry Ln. for construction of a warehouse subject to the MOU, General Cooperation of Planning and Zoning, Annexation, Development and Maintenance Activities development agreement that was signed by the Nampa Highway District #1 on 11-29-16.

If you have any questions or comments feel free to contact me.

Thank you,

Eddy

Eddy Thiel
ROW
eddy@nampahighway1.com
4507 Highway 45. • Nampa, id 83686
TEL 208.467.6576 • FAX 208.467.9916

From: Shellie Lopez [mailto:lopezs@cityofnampa.us]
Sent: Thursday, December 27, 2018 1:40 PM
Subject: ANN-00109-2018

Good Afternoon Everyone! 😊

Re: ANN-00109-2018

Richard Evans has requested Annexation and Zoning to IH (Heavy Industrial) at 0 Cherry Lane (Parcel R30839011A0) for construction of a Warehouse (Tax 03066 - 24.39-acre portion of the South Half of the SE 1/4 of Section 4, T3N, R2W, BM).

The Annexation application will go before the Planning & Zoning Commission as a public hearing item on the January 23, 2019 agenda.

Please find attached the ANN-00109-2018 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) no later than January 09, 2019.

Thank you & Have a great day!
January 7, 2019

Norman L. Holm, Planning Director
City of Nampa
411 3rd Street South
Nampa, ID 83651

RE: ANN-00109-2018/ North Nampa Industrial Park; 0 Cherry Lane

Dear Norm,

Nampa & Meridian Irrigation District (NMID) has no comment on the above-referenced application, as it lies outside of our District boundaries. Please contact Mark Zirschky of Pioneer Irrigation at (208) 459-3617, 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
Your Safety • Your Mobility
Your Economic Opportunity

January 8, 2019

Shellie Lopez
City of Nampa
411 3rd Street South
Nampa, Idaho 83651

VIA EMAIL

<table>
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<td>Project Name</td>
<td>INDUSTRIAL WAREHOUSE</td>
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<td>Northwest corner of Northside Boulevard and Cherry Lane, north of I-84 milepost 34.9</td>
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<td>Project Description</td>
<td>Annexation and zoning to IH (Heavy Industrial) for the construction of a warehouse</td>
</tr>
<tr>
<td>Applicant</td>
<td>Richard Evans</td>
</tr>
</tbody>
</table>

The Idaho Transportation Department (ITD) reviewed the referenced annexation and zoning application and has the following comments:

1. This project does not abut the State highway system.

2. Future development of this parcel will require submittal of trip generations to ITD, and may require a Traffic Impact Study (TIS).

3. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.

4. IDAPA 39.03.60 rules govern advertising along the State highway system. The applicant may contact Justin Pond, Right-of-Way Section Program Manager, at (208) 334-8832 for more information.

5. ITD does not object to the annexation of zoning to IH (Heavy Industrial) for the construction of a warehouse as presented in the application.

If you have any questions, you may contact Ken Couch at (208) 332-7190 or me at (208) 334-8338.

Sincerely,

Sarah Arjona
Development Services Coordinator
Sarah.Arjona@itd.idaho.gov
January 25, 2019

Richard Evans
9560 W. Pebble Brook Lane
Garden City, ID 83714

Subject: Annexation and Zoning to IH (Heavy Industrial) at 0 Cherry Lane (Parcel R30839011A0) for construction of a Warehouse (Tax 03066 - 24.39-acre portion of the South Half of the SE 1/4 of Section 4, T3N, R2W, BM) for Richard Evans (ANN 109-18).

Dear Mr. Evans:

The following is the decision of the Nampa Planning and Zoning Commission on the above matter heard before them on January 23, 2019. This letter will stand as the Findings of Fact, Conclusions of Law and Decision required by Idaho Code Section 67-6535. The Planning and Zoning Commission found the following concerning your annexation and zoning request:

1) The requested annexation area adjoins existing city limits on the south adjacent Cherry Lane, and on the west across the Railroad right-of-way.

2) The area can reasonably be assumed to be available for the orderly development of the city with the city limits having grown into the area and the adjacent lands to the west and southeast having been annexed, zoned, and/or developed for industrial purposes.

3) The proposed zoning conforms with the city's comprehensive plan future land use map for Heavy Industrial land use and is reasonably compatible with existing and proposed industrial land uses in the area.

4) The applicant desires annexation and zoning to facilitate development for warehousing space.

Consequently, the Planning & Zoning Commission voted to recommend to the City Council approval of your Annexation and Zoning to Heavy Industrial subject to the following conditions:

Residential Compatibility:
1) Posting and control of the private access road to Northside Blvd. for emergency use only, while maintaining easement access for adjacent residential users.
2) Installation of sound deadening fencing along the easterly property boundary adjacent the neighboring residential properties.

General:
1) Per City Policy. At time of development or redevelopment, full frontage improvements, and utility extensions, to and through the site will be required.
2) Abandonment of any existing septic system will be accomplished under the guidelines established by Southwest District Health Department.
**Right-of-Way**

1) Right-of-way dedication - Required  
   a) Cherry Lane - Functional Classification is an arterial. Fifty-feet (50') for half of a future one-hundred-foot (100') right-of-way.  
   b) Northside Boulevard – Functional Classification is an arterial. Annexation will only be required to the prescriptive right-of-way of Northside Boulevard.

Further consideration, public hearing and final action on the Annexation and Zoning to IH have been scheduled before the City Council on February 19, 2019. You should be present at this hearing to address any questions the City Council may have. Should you have any questions, please feel free to contact me at 468-5446.

Sincerely,

Norman L. Holm, Planning Director  
CITY OF NAMPA

cc: Russell Hunemiller  
   16130 N Elder St.  
   Nampa, ID 83687
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).

Chairman McGrath proceeded to public hearing.

Richard Evans of 9560 W Pebble Brook Ln, Garden City – the applicant:
• Mr Evans stated the parcel comprised 24 acres that they were requesting Annexation and IH zoning.
• On the west side of the parcel, added Mr Evans, were railroad tracks, on the south boundary Cherry Ln, and a small stub road out on to Northside Blvd.
• The property, added Mr Evans, was currently an irrigated farm field and they would like to get the property zoned for warehouse use.
• Mr Evans stated he understood the City would require road improvements on the frontage, and utilities carried through.
• Mr Evans indicated the proposed layout for warehouses on the subject property, with an access road off Cherry Ln and all the warehouse structures for lease on one parcel.
• The stub road out to Northside Blvd, added Mr Evans would just be an additional access to the property.
• The proposed warehouse buildings would vary in size from 6,000 sq ft to whatever the market required.
• Most of the buildings would have sprinkler systems in them so would have to be kept above 50 degrees, and some will also have office space in the building, and some will not.
• In response to a question from Kropp regarding what type of businesses would be going in, Mr Evans stated at his other location on Broadmore, there were many types of businesses, distributors, small manufacturers, and sub-contractors supplying materials.
• The vacancy rate at the present time, stated Mr Evans, was very low.
• Kehoe inquired if there would be tractor trailers coming into the facility and could the stub street between the houses on Northside Blvd be restricted for tractor trailers utilizing that road.
• Mr Evans replied he did not think that would be a problem, however, he did not want to restrict emergency vehicles. Mr Evans reported the ingress egress area to Cherry Ln would be 80 ft wide and the tractor trailers would prefer to use that area.
• Chairman McGrath inquired what plans were in place for screening the yard off from the neighboring residential property owners on the east.
• According to Mr Evans, all the businesses utilizing the warehouse buildings would want a complete fence, 8 ft tall with slats for security.

Planning Director Holm:
• Holm stated the proposed Annexation and IH zoning would conform to the existing zoning to the west.
• On the Comprehensive Plan, added Holm, the subject property was also designated for Heavy Industrial use.
• At the present time, reported Holm, it was an agricultural property.
• Holm reviewed the Staff Report and recommended conditions of approval.
• Kehoe noted the railroad spur on the property to the west and questioned the possibility of putting a railroad line into the subject property.
• Holm noted the City would not have a recommendation regarding the railroad spur.
• Kropp inquired if screened fencing would be required around the property.
• Discussion followed regarding an 8 ft buffer fence adjacent the residential parcels.

Chairman McGrath proceeded to public testimony.

Allison Garrison of 9090 Cherry Ln, Nampa – Opposed:
• Ms Garrison stated her home would be right next to where the road would be going into the subject property from Cherry Ln to access the warehouses.
• Ms Garrison indicated the drainage ditch and voiced concern regarding how the new road into the subject property would affect their property and how it would transition.
• The warehouses on the subject property, added Ms Garrison, would take away their view.
• Ms Garrison also voiced concern regarding lowering their property value and the possible noise.
• Ms Garrison questioned what times during the day and night would the trucks be coming in and out.
• What products would be housed in the proposed warehouses, inquired Ms Garrison, and what dangers could that cause.
• Ms Garrison questioned what type of fencing would be constructed adjacent their property.

Kevin Tetz of 17233 Northside Blvd, Nampa – Undecided:
• Mr Tetz inquired why the subject property would be zoned Heavy Industrial rather than Light Industrial because the Heavy Industrial would not restrict lighting and noise.
• Mr Tetz voiced concern regarding light pollution, and the applicant providing any control over the lighting.
• In response to a question from Mr Tetz, Chairman McGrath stated the adjacent properties would not be scheduled for annexation.
• Mr Tetz requested the warehouse yards be required to clean up and not have trash piled up.
• According to Mr Tetz, a larger barrier than just a screening fence should be required between the warehouse facility and the existing residential properties, such as a sound barrier/wall.
• Mr Tetz noted the waste ditch for the waste water from the residential property pastures.

Cricket Fuhrman of 17051 Northside Blvd, Nampa – Undecided
• Ms Fuhrman voiced concern with the stub street out to Northside Blvd and the easement to their property.
• According to Ms Fuhrman, their well was right on the property line and she was concerned regarding the applicant paving over their well site.
• Ms Fuhrman questioned the time frame for completion of the proposed warehouse development.
• Ms Fuhrman stated they do have an easement and she wanted to make sure they retain the only access to their property via the stub street.

Jay Fuhrman of 17051 Northside Blvd, Nampa – undecided:
• Mr Fuhrman questioned the time frame for the start of the development.
• Mr Fuhrman stated he was not sure of the exact location of his ditch in relation to the actual property line, and also questioned if the large trees would be removed – and if they were on his property.
• Mr Fuhrman inquired if it was necessary to have the stub road as an access for the proposed development if they have a full 80 ft entry off Cherry Ln.

Richard Evans:
• Mr Evans stated the timeline on the development would be market driven, but they would immediately have a survey to obtain all the information on the subject property boundaries.
• Mr Evans advised they would then go to design phase and would anticipate being under construction later this year. Discussion followed regarding whether the trees were on the subject property or the Fuhrmans' property.
• In response to a question from Kehoe regarding the stub road on to Northside Blvd, Mr Evans advised they would want to keep that strictly an emergency access.
• In response to a question from Chairman McGrath regarding a sound proof wall, Mr Evans stated he would not rule that out.
• Discussion followed regarding the size of the lots, gated fencing and the landscaped areas.
• Garner inquired about the location for a tractor trailer turnaround on the property.
• Mr Evans stated the truck trailers would be able to turn around anywhere, between any building and come back out. There will be restrictions on how tight the corners can be in order to allow room for the tractor trailers. According to Mr Evans, the warehouse tenants would want to fence their yard, but they would be gated to allow trucks to pass through.
• Chairman McGrath inquired if there would be control of fugitive lighting and Mr Evans stated the lights they use shine directly down the wall and would not be a glaring light.
• Mr Evans indicated the landscaped areas – which would also mitigate noise.
• In response to a question from Kropp, Badger advised the requirements for an emergency only access road included an all-weather surface and bollards on either end, with a chain and sign that states "emergency access only".
• Kehoe suggested some of the dirt could be pushed into a berm around the property line to help mitigate the noise.

Miller motioned and Sellman seconded to close public hearing. Motion carried.
Kehoe motioned and Miller seconded to recommend to City Council approval of the Annexation and Zoning to IH at 1 Cherry Lane, (Parcel R30839011A0) for construction of a Warehouse facility, subject to:

1. Residential Compatibility:
   a) Posting and Control of the private access road to Northside Blvd for emergency use only, while maintaining easement access for adjacent residential users.
   b) Installation of sound deadening fencing along the easterly property boundary adjacent the neighboring residential properties.

2. General:
   a) Per City Policy: At time of development or redevelopment, full frontage improvements, and utility extensions, to and through the site will be required.
   b) Abandonment of any existing septic system will be accomplished under the guidelines established by Southwest District Health Department.

3. Right Of Way:
   a) Right Of Way Dedication – Required:
   b) Cherry Lane – Functional Classification is an arterial. Fifty (50) feet for half of a future one-hundred (100) foot right-of-way.
   c) Northside Boulevard – Functional Classification is an arterial. Annexation will only be required to the prescriptive right-of-way of Northside Boulevard.

4. Construction of a sound deadening barrier along the easterly property boundary adjacent the neighboring residential properties.

5. Posting and control of the private access road to Northside Blvd for emergency use only, while maintaining easement access for adjacent residential users.

Motion carried.
Amendments to Title X Design Review Code Sections in Chapters 4, 9, 16, and new Chapter 34 (ZTA 009-19).

Applicant: City of Nampa
File No: ZTA 009-19

Prepared by: Norman L. Holm
Date: February 12, 2019

Requested Action: Amendments to Title X Design Review Code Sections in Chapters 4, 9, 16, and new Chapter 34 as recommended by the Building and Site Design Standards Committee and the Nampa Planning and Zoning Commission.

Purpose: To re-position the design review standards into one easy to use location (new chapter 34) and to align the standards with current, common architectural themes.

GENERAL INFORMATION

Planning and Zoning Commission Recommendation: Approval

Correspondence: No opposing correspondence has been received from any interested parties regarding the proposed amendments.

Applicable Regulations: Section 10-2-3 D Conclusions of Law Pertinent to Proposed Zoning Ordinance Text Amendments: Before the commission recommends a text (content) amendment to the zoning ordinance, and, before the City Council approves any proposed zoning code amendment(s), the Commission and the City Council must individually find and conclude: 1. That the proposed amendment(s) is, are or would be reasonably necessary, in the interest of the public, and in harmony with the goals and/or policies of the adopted comprehensive plan.
STAFF RECOMMENDED FINDINGS

The following findings are recommended by staff:

1) Section 10-2-3 D. of Nampa City Code provides the standards for amending the City’s zoning ordinance.
2) The proposed Design Review Ordinance Amendments are appropriate because they are “reasonably necessary, in the interest of the public, and in harmony with the goals and/or policies of the adopted comprehensive plan.” Nampa City Code § 10-2-3-D.
3) The proposed Design Review Ordinance Amendments are in harmony with the City’s comprehensive plan—Nampa 2035.
4) The proposed Design Review Ordinance Amendments would also help achieve Nampa 2035 Comprehensive Plan’s Community Design Goal 1: Improve the physical appearance and image of the City of Nampa, and Design Review Objectives 1 thru 8 and each of their associated Strategies.

STAFF NARRATIVE

The attached code amendments were reviewed by the City’s Building and Site Design Committee on the December 10, 2018. The Committee recommended that the amendments be passed as formatted and worded per the attached language (which has been updated by incorporating a few minor edits that the Committee desired). The Committee requested that the amendments not be altered nor left to languish after their favorable vote unless in reformatting something was missed. The amendments, language with strike-throughs is intended for deletion; underlining is new wording intended for insertion, and, that which is left is to be kept as is.

The design review code modifications are to accomplish two things: 1) Re-positioning the design review standards into one easy to use location (new chapter 34) and, 2) Aligning the standards with current, common architectural themes.

The City’s current design review regulations were originally adopted over 10 years ago requiring new or expanded structures in certain commercial areas to follow a traditional architectural theme. Given the quantity of today’s popular post-modern architecture, a need was realized a couple years ago to adjust the design review standards – partly because it has placed the BDS Committee in the position of having to decide whether to issue design exceptions to applicants and their projects. While they have been able to be consistent in their approach, they would prefer code language that places them in a more comfortable quasi-judicial posture.

The most important changes are located in Section 10-34-11 (code amendments section Page 25) which relate to the percentage of buildings’ facades that are required to have built-in architectural treatments. The typical percentage for our commercial areas was 40%, but all around the building – each wall façade. The architectural treatments were limited to a select few (corbelling, bases, fenestration, and cornices) applications. The new language recognizes other “treatments” – including a group of elements (e.g., pilasters, awning faces, accent walls, etc.) as previously sanctioned by the Committee. Though the percentage of the required treatment has risen for many projects from 40% to 50% of any façade, instead of all
walls being required to meet the 40% standard it is recommended that building walls facing streets have 50% and the rest 30%. The number of required colors/materials is also proposed to be dropped from three to two (as some buildings are uniform in appearance [e.g., the Arts Charter School in the Broadmore Golf Course area]).

Finally, the triggers that affect when design review is called for have been kept as they were plus improvements to the application, appeals and permit longevity language have also been built into the amendments. At the present time Chapter 15 for the Downtown Business, Downtown Village, and Downtown Historic Districts was left as is (although it should be later revised to edit design standards and to imbed the form-based code draft currently under review and construction).

ATTACHMENTS

1) Planning and Zoning Commission hearing minutes (Page 29)
2) Idaho Transportation Department review letter (Page 30)
3) Planning and Zoning Commission decision/action letter (Page 31)

PROPOSED DESIGN REVIEW CODE AMENDMENTS

10-4-10: DESIGN STANDARDS:
Design review is required in certain instances for projects developed in the GB Zones; See Chapter 34 of this Ordinance (i.e., N.C.C. § 10-34)...
the front of buildings shall be oriented to face either the most primary, adjacent road or the Ford Idaho Center. (Ord. 4281, 9-19-2016)

c. Loading docks shall not face the front of the property. Also, loading docks shall not face the front of any adjacent principal building when possible.

3. Building Exteriors: Facades shall be reviewed for the inclusion of architectural characteristics which shall be consistent on each building face that is exposed to view from the public right of way, pedestrian areas including parking areas, and/or adjacent to residential use or zone.

a. Buildings shall include facade changes such as cornices, bases, fenestration, corbelled masonry, for at least forty percent (40%) of the exterior wall area.

b. Building frontages greater than one hundred feet (100') in length shall have offsets, jogs, changes in roof height, or have other distinctive changes in the building facade.

c. 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 facade. (Ord. 4070, 10-7-2013)

d. Primary facades shall contain a minimum of twenty five percent (25%) glazing. In the GBE district if the primary facade faces the Ford Idaho Center twenty five percent (25%) glazing shall also be required for the facade facing Idaho Center Boulevard. (Ord. 4281, 9-19-2016)

4. Exterior Finish Materials: Exterior finish materials shall be nonreflective and shall include at least three (3) colors, textures and/or materials.

a. External building materials shall be comprised of either masonry (e.g., brick, stone, concrete with paint or texture coat finish, concrete masonry units, etc.) or exterior stucco products with allowances for accents utilizing alternative materials. Use of alternate materials other than as accents may be submitted for approval on a case by case basis. Glazing and areas of pitched roof (3/12 pitch or steeper) may also be considered as a solution to this requirement.

b. Repainting of facades of existing structures shall be submitted for review and approval of color choice(s) by the city of Nampa's design standards staff by submitting a colored elevation and paint choices.

c. Black and/or bright colors are discouraged and are allowed to only cover twenty five percent (25%) of the overall wall square footage.

Note that standards listed in subsections A2 and A3 of this section only apply to newly proposed buildings or those undergoing expansion. Preexisting buildings on site shall not be obliged to be refaced in accordance with these requirements unless they themselves are to be expanded by more than twenty five percent (25%).

5. 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 architectural aesthetics and characteristics of the main
building. Furthermore:

a. 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 units 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.

b. 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 either
landscaping or a screen wall. Landscaping shall include a combination of
evergreen and deciduous bushes and trees, with a minimum of five foot (5') depth
continuous around utility. This five foot (5') landscaping buffer shall contain
plantings, irrigation, landscaping fabric and ground cover. Mechanical units may
be contained within a screen wall enclosure consistent in its construction with the
architectural aesthetics and characteristics of the main building.

6. 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
away from any residential use/zone unless some form of screening such as
landscaping, a wall, landscape berm or other barrier is used to separate the two.

B. Lighting Standards:

1. Buildings: 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. Furthermore:

a. The height of a freestanding light fixture (e.g., in a parking lot area) shall not
exceed twenty five feet (25'). Parking area lights shall use ninety degree (90°)
cutoff luminaries ("downlighting"). Building mounted lights shall not be higher than
twenty five feet (25') from ground level.

b. Streetlights installed by the city of Nampa, the Nampa highway district or the
Idaho division of transportation shall be exempt from these standards.

e. Electrical feeds to outdoor light fixtures shall be placed underground not
overhead.

d. All lights on site, or in a complex or subdivision, shall be consistent in style,
design, height, size and color.

e. Lighting to highlight or illuminate architecture and signs shall be attractive without
significant spillage of light upward or downward.

f. Pedestrian-circulation routes shall be illuminated.

g. Floodlights shall not be allowed.
h. The planning director or his/her designee may approve an alternative lighting scheme when the overall design, as proposed by the applicant, meets or exceeds the intent and requirements of this section and is not perceived to be detrimental to public health, safety or welfare.

C. 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.

D. Trash Receptacles: Trash receptacles shall be located in service areas at side or rear yards and not visible from streets abutting a property. Trash receptacles shall be screened as noted in subsection C of this section.

E. Pedestrian Pathways: Pedestrian paths shall be established to enhance a site's character and connections. Developments of one acre or more shall provide a pedestrian and bicycle circulation plan for the site.

1. All on site circulation systems shall incorporate a streetscape which includes sidewalks, pedestrian scale light standards and street trees.

2. Pedestrian amenities shall include: detached sidewalks; connectivity of buildings and parking areas to public spaces and rights of way; the inclusion of public spaces for projects over twenty five thousand (25,000) square feet in gross floor space is required. These spaces are calculated at a formula of ten (10) square feet of public space per ten thousand (10,000) square feet of gross floor space. These public spaces must include landscaping, seating, and connectivity to pedestrian routing.

(Ord. 4070, 10-7-2013)

10.4.11: APPLICATION PROCEDURES:

A. Applicability: Any development, within the GB zones, of the following types, shall be subject to design review:

1. New commercial buildings proposed for construction.

2. New multiple-family (3+ units) residential buildings proposed for construction.

3. Expansions over twenty five percent (25%) of the area of an existing, nonsingle-family building.

4. Repaint or exterior materials alteration of a building when such will affect more than fifty percent (50%) of any facade's area thereof that fronts a public right of way.

B. Application For Design Review: Every person required to submit a building to design review, including an addition or alteration of a building, shall submit an application to the planning and zoning director for evaluation prior to submitting an application for a building permit.

C. Application Review For Type Of Review: Upon receipt of an application for design review, the director, or his designee, shall examine the application and determine whether the application shall be reviewed administratively at staff level, or whether the application shall be referred to the design committee for review.
D. Design Committee Review: The following applications shall be assigned to the design committee for review:

1. Multi-family residential containing four (4) or more dwelling units or exceeding two (2) stories;

2. New construction, modifications or additions to an existing building exceeding five thousand (5,000) square feet; and

3. Other applications assigned to the design committee by the director. (Ord. 4070, 10-7-2013)

E. Administrative Review Assignment: All design review type applications not designated for assignment to the design committee shall be submitted for an administrative review by staff, unless the director, or his designee, determines the application must be submitted to the design committee.

F. Administrative Review Procedures: Upon receipt of an application for administrative design review, the director shall assign the application to a staff member, or members, for review. The review of the application, and the decision by staff shall be completed within thirty (30) days from the date of application. Staff shall be empowered to interpret design standards and to make exceptions to design standards provided any such exceptions do not: 1) allow variance to other, nondesign standards based zoning code regulations, and, 2) that any such exception(s) still maintain overall project compliance with the design objectives and goals of the city and its policies/guidelines. The administrative decision shall be in writing and shall set forth any design elements of the building which do not comply with design criteria. (Ord. 4159, 1-20-2015)

G. Scheduling Design Committee Review: Upon receipt of an application for design committee review, or upon the determination of the director, or his designee, that an application should be referred directly to the design committee, the director shall schedule the application to be considered at the next design committee meeting following the cutoff date prior to which the application was submitted. The director may extend the review time for applications that are unusually large or complicated.

H. Building And Site Design Standards Submittal Requirements: The following information must be submitted for decision on aesthetic standards review prior to submitting an application for a building permit:

1. A detailed letter of explanation which describes the aesthetic solutions for the project and the corresponding design elements, including a statement of the scope of work of the project, and information about the structures, the building uses, and site work.

2. A detailed site and landscape plan drawn to scale. The site plan must include the following:
   a. North arrow, scale of drawing, property lines.
   b. Existing and proposed structures, site amenities, and signage location.
   c. Adjoining streets, alleys and private drives.
d. Parking layouts, including dimensioned spaces, drives, circulation patterns, and pedestrian connectivity and walkway.

e. Existing and proposed utility service locations, locations and widths of rights of way, easements, canals, ditches, etc.

f. Locations and sizes of any loading areas, docks, and ramps.

g. Trash storage areas and exterior mechanical equipment with proposed screening methods detailed.

h. Concept for exterior lighting including pedestrian, vehicle, security and decorative solutions.

i. Type and location of all plant materials and other ground covers, including existing plantings.

j. Method of irrigation.

k. Details on special features such as berming or retaining walls, etc.

3. A complete set of floor plans and building elevations drawn to scale, including a colored rendering. Colored photos may be submitted for colored elevation drawings when an existing structure is to undergo minor exterior alterations or the photo depicts the design, colors, and materials of the new building. All proposed building materials must be defined; examples shall also be presented. The method of screening and treatment of mechanical equipment both roof-mounted and at grade shall be presented.

l. Staff Report: At least one week prior to the review before the design committee, staff shall prepare and submit a staff report to the design committee and the applicant. The staff report shall summarize the application and set forth which elements of the building meet design criteria, and which elements do not.

J. Conduct Of Review: The chair of the design committee shall ask staff to summarize the application and staff’s findings. After the presentation by staff, the chair shall ask the applicant to represent the application, respond to the staff report, and answer questions from the design committee. Following the review the design committee shall deliberate the application. Before or during the course of deliberation, the design committee may ask the applicant to address specific issues, including the applicant’s response to any design issues raised by the design committee. At the conclusion of its deliberations, the design committee shall render its decision. The committee shall be empowered to interpret design standards and to make exceptions to standards provided such exceptions do not allow variance to other, non design standards based zoning code regulations, and, that the exception(s) still maintain overall project compliance with the design objectives and goals of the city and its policies/guidelines. (Ord. 4070, 10-7-2013)

10-4-12: APPEALS:

Any administrative decision by staff may be appealed to the design committee by filing a written notice of appeal with the director within fifteen (15) days after staff decision. All appeals of administrative decisions shall be treated the same as an original submission to the design committee and shall follow all design committee procedures.
Any design committee decision may be appealed to the planning and zoning commission by filing a written notice of appeal with the director within fifteen (15) days after the decision by the design committee. Within fifteen (15) days after an appeal is received, the director shall fix a date for the public hearing of the appeal before the commission and notify the appealing party and the applicant with no further notice required. The following are grounds for an appeal:

A. Inconsistency with the purpose and objectives of this chapter;
B. Unreasonable economic hardship;
C. Undue interference with the design integrity of the proposal;
D. Discriminatory prevention of allowed land use;
E. Consideration by the design review committee of improper motive or irrelevant information such as the race, ethnic origin, incomes, or other attributes of the proposed occupants or owners;
F. Prohibition or unwarranted restriction of building type, material, or method. (Ord. 3758, 12-17-2007)

10-9-10: DESIGN STANDARDS:

Design review is required in certain instances for projects developed in the HC Zone; See Chapter 34 of this Ordinance (i.e., N.C.C. § 10-34)...

New, remodeled, expanded or repurposed principal buildings in the HC Zone shall be subject to and regulated by certain building and site design standards as hereafter stated.

A. Building Facade Standards:

1. Structure Placement: The "buildable" portions of properties shall accommodate a nonstrip development design. A designer shall make every effort to design a project which uses the least number of vehicular access points, includes landscaping, pedestrian benefits, and minimizes any negative impact on adjoining properties. Detached sidewalks are strongly encouraged. Existing and adjacent pedestrian and vehicular traffic circulation shall be an integral part of any design.

2. Building Orientation:

a. Buildings shall be oriented with primary consideration being given to the visual impact from the perspective of the driver or pedestrian. The view from these rights-of-way should be dominated by the view of the primary or front building facade. Views of large expanses of parking lots are strongly discouraged.

b. The front of buildings shall be oriented to face the most primary, adjacent road to the property upon which they are proposed to be constructed.

c. Loading docks shall not face the front of the property. Also, loading docks shall not face the front of any adjacent principal building where possible.
3. Building Exteriors: Facades shall be reviewed for the inclusion of architectural characteristics which shall be consistent on each building face that is exposed to view from the public right-of-way, pedestrian areas including parking areas, and/or adjacent to residential use or zone.

   a. Buildings shall include facade changes such as cornices, bases, fenestration, corbelled masonry, for at least forty percent (40%) of the exterior wall area.

   b. Building frontages greater than one hundred feet (100’) in length shall have offsets, jogs, changes in roof height, or have other distinctive changes in the building facade.

   c. 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 facade.

   d. Primary facades shall contain a minimum of twenty-five percent (25%) glazing.

4. Exterior Finish Materials: Exterior finish materials shall be nonreflective and shall include at least three (3) colors, textures and/or materials.

   a. External building materials shall be comprised of either masonry (e.g., brick, stone, concrete with paint or texture coat finish, concrete masonry units, etc.) or exterior stucco products with allowances for accents utilizing alternative materials. Use of alternate materials other than as accents may be submitted for approval on a case-by-case basis. Glazing and areas of pitched roof (3/12 pitch or steeper) may also be considered as a solution to this requirement.

   b. Repainting of facades of existing structures shall be submitted for review and approval of color choice(s) by the city of Nampa’s design standards staff by submitting a colored elevation and paint choices.

   c. Black and/or bright colors are discouraged and are allowed to only cover twenty-five percent (25%) of the overall wall square footage.

   (Note that standards listed in subsections A2, A3 and A4 of this section only apply to newly proposed buildings or those undergoing expansion. Preexisting buildings on site shall not be obliged to be relaced in accordance with these requirements unless they themselves are to be expanded by more than 25-percent.)

5. 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 architectural aesthetics and characteristics of the main building. Furthermore:

   a. 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 units 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.
b. 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 either landscaping or a screen wall. Landscaping shall include a combination of evergreen and deciduous bushes and trees, with a minimum of five foot (5') depth continuous around utility. This five foot (5') landscaping buffer shall contain plantings, irrigation, landscaping fabric and ground cover. Mechanical units may be contained within a screen wall enclosure consistent in its construction with the architectural aesthetics and characteristics of the main building.

6. 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 away from any residential use/zone unless some form of screening such as landscaping, a wall, landscape berm or other barrier is used to separate the two.

B. Lighting Standards:

1. Buildings: 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 on across the street from residentially used or zoned properties. Furthermore:

a. The height of a freestanding light fixture (e.g., in a parking lot area) shall not exceed twenty five feet (25'). Parking area lights shall use ninety degree (90°)-cutoff luminaries (“downlighting”). Building mounted lights shall not be higher than twenty five feet (25') from ground level.

b. Streetlights installed by the city of Nampa, the Nampa highway district or the Idaho division of transportation shall be exempt from these standards.

c. Electrical feeds to outdoor light fixtures shall be placed underground not overhead.

d. All lights on site, or in a complex or subdivision, shall be consistent in style, design, height, size and color.

e. Lighting to highlight or illuminate architecture and signs shall be attractive without significant spillage of light upward or downward.

f. Pedestrian circulation routes shall be illuminated.

g. Floodlights shall not be allowed.

h. The planning director or his/her designee may approve an alternative lighting scheme when the overall design, as proposed by the applicant, meets or exceeds the intent and requirements of this section and is not perceived to be detrimental to public health, safety or welfare.

C. Trash Receptacles: Trash receptacles shall be located in service areas at side or rear yards and not visible from streets abutting a property. Trash receptacles shall be screened as noted in section 10-9-9 of this chapter.
D. Pedestrian Pathways: Pedestrian paths shall be established to enhance a site's character and connections. Developments of one acre or more shall provide a pedestrian and bicycle circulation plan for the site.

1. All on site circulation systems shall incorporate a streetscape which includes sidewalks, pedestrian scale light standards and street trees.

2. Pedestrian amenities shall include: detached sidewalks; connectivity of buildings and parking areas to public spaces and rights of way; the inclusion of public spaces for projects over twenty-five thousand (25,000) square feet in gross floor space is required. These spaces are calculated at a formula of ten (10) square feet of public space per ten thousand (10,000) square feet of gross floor space. These public spaces must include landscaping, seating, and connectivity to pedestrian routing. (Ord. 4203, 10-19-2015)

10-9-11: DESIGN REVIEW APPLICATION PROCEDURES:

A. Applicability: Any development, within the HC zone, of the following types, shall be subject to design review as follows:

1. Any new principal building proposed for construction; or

2. Any physical expansion of an existing building by more than twenty-five percent (25%) of the gross square footage of that building; or

3. Remodel, repaint or exterior materials alteration of an existing building when such will affect more than fifty percent (50%) of any of that building's wall facades.

B. Application For Design Review: Every person or party required to apply for design review approval for a project as iterated above shall submit an application to the planning and zoning director for evaluation prior to submitting an application for a building permit to the city.

C. Application Review For Type Of Review: Upon receipt of an application for design review, the director, or his/her designee, shall examine the application and determine whether the application shall be reviewed administratively (at staff level), or whether the application shall be referred to the building and site design committee review.

D. Building And Site Design Committee Review: The following design review applications shall be assigned to the building and site design committee for review:

1. New construction, modifications or additions to an existing building exceeding five thousand (5,000) square feet; or

2. Other applications assigned to the building and site design committee by the director.

E. Committee Review Procedures:

1. Upon receipt of an application for building and site design committee review of a project, or upon the determination by the director, or his/her designee, that an application should be referred directly to the design committee, said application shall be advanced to the committee for consideration at their next regularly scheduled meeting following the application submittal deadline/cutoff date prior to which the
application was submitted. (The director may extend the review time for applications that are unusually large or complicated.)

2. The committee shall convene a public meeting to review the application, receive testimony and exhibits related to the same and shall render a decision to approve, approve with conditions, or deny an application.

3. The committee decision shall be in writing and shall set forth any design elements of the building which do not comply with design criteria or conditions of approval established to bring the project into conformance with city design review standards.

F. Administrative Review: Applications for design review not reviewed by the building and site design committee shall be reviewed administratively by staff.

G. Administrative Review Procedures:

1. Upon receipt of an application for administrative design review, the director shall assign the application to a staff member, or members, for review; and

2. The review of the application, and the decision by staff shall be completed within thirty (30) days from the date of application submittal.

3. Staff shall be empowered to interpret design standards and to make exceptions to design standards provided any such exceptions do not: a) allow variance to other, nondesign standards based zoning code regulations, and b) that any such exception(s) still maintain overall project compliance with the design objectives and goals of the city and its policies/guidelines.

4. The administrative decision shall be set forth in writing and shall set forth any design elements of the building which do not comply with design criteria or conditions of approval established to bring the project into conformance with city design review standards.

H. Building And Site Design Standards Application Submittal Requirements: The building and site design standards application submittal requirements shall be in accordance with the application form requirements as provided by the city’s planning and zoning department.

I. Staff Report: At least one week prior to the review before the building and site design committee, staff shall prepare and submit a staff report to the committee. The report shall summarize the application and set forth which elements or aspects of a building under review comply with, or do not conform to city adopted design criteria together with any suggested conditions of approval adopted to cause design plans to be revised in order to (better) comply with city design standards and policies.

J. Conduct Of Review: The conduct of review shall be in accordance with the meeting/hearing procedures outlined in subsection 10-2-8C of this title. (Ord. 4203, 10-19-2015)

10-9-12: APPEALS:

A. Rationale: The following are grounds for an appeal:

1. Inconsistency with the purpose and objectives of this chapter; and/or
2. Unreasonable economic hardship; and/or
3. Undue interference with the design integrity of the proposal; and/or
4. Discriminatory prevention of allowed land use; and/or
5. Consideration by the design review committee of improper motive or irrelevant information such as the race, ethnic origin, incomes, or other attributes of the proposed occupants or owners; and/or
6. Prohibition or unwarranted restriction of building type, material, or method.

B. Appeal Remedies And Procedures:

1. Any design review based administrative decision made by staff on an application for design review may be appealed to the building and site design committee by filing a written notice of appeal with the director within fifteen (15) days after the staff decision. All appeals of administrative decisions shall be treated the same as an original submission to the committee. Within fifteen (15) days after an appeal is received, the director shall set a date for the public hearing of the appeal before the building and site design committee and notify the appellant of said hearing with no further notice required. The director shall transmit notice and copies of the requested amendment(s) to the committee and other agencies or parties as deemed appropriate. At least fifteen (15) calendar days prior to the hearing, notice of the time and place of the hearing to be discussed shall be published one time in the official newspaper of the city. The appeal hearing shall be conducted in accordance with public meeting/hearing procedures outlined in subsection 10-2-8C of this title.

2. Any design review based decision made by the building and site design committee on an application for design review may be appealed to the planning and zoning commission by filing a written notice of appeal with the director within fifteen (15) days after the committee's decision. All appeals of committee decisions shall be treated the same as an original submission to the commission. Within fifteen (15) days after an appeal is received, the director shall set a date for the public hearing of the appeal before the planning and zoning commission and notify the appellant of said hearing with no further notice required. The director shall transmit notice and copies of the requested amendment(s) to the committee and other agencies or parties as deemed appropriate. At least fifteen (15) calendar days prior to the hearing, notice of the time and place of the hearing to be discussed shall be published one time in the official newspaper of the city. The appeal hearing shall be conducted in accordance with public meeting/hearing procedures outlined in subsection 10-2-8C of this title.

3. Any design review based decision made by the planning and zoning commission on an application for design review may be appealed to the city council by filing a written notice of appeal with the director within fifteen (15) days after the commission's decision. All appeals of commission decisions shall be treated the same as an original submission to the council. Within fifteen (15) days after an appeal is received, the director shall set a date for the public hearing of the appeal before the city council and notify the appellant of said hearing with no further notice required. The director shall transmit notice and copies of the requested amendment(s) to the committee and other agencies or parties as deemed appropriate. At least fifteen (15) calendar-
days prior to the hearing, notice of the time and place of the hearing to be discussed shall be published one time in the official newspaper of the city. The appeal hearing shall be conducted in accordance with public meeting/hearing procedures outlined in subsection 10-2-8C of this title. (Ord. 4203, 10-19-2015)

...  

10-16-11: DESIGN STANDARDS:  
Design review is required in certain instances for projects developed in the BC Zone; See Chapter 34 of this Ordinance (i.e., N.C.C. § 10-34)...

A. Building And Site Design Regulations Standards: Buildings or facade improvement projects in the BC zone and subject per subsection 10-16-12A of this chapter to building and site design review shall be reviewed and regulated by the following standards:

1. Structure Placement: The "buildable" portions of properties shall accommodate a nonstrip development design. A designer shall make every effort to design a project which uses the least number of vehicular access points, includes landscaping, pedestrian benefits, and minimizes any negative impact on adjoining properties. Detached sidewalks are strongly encouraged. Existing and adjacent pedestrian and vehicular traffic circulation shall be an integral part of any design.

2. Building Orientation:
   a. Buildings shall be oriented with primary consideration being given to the visual impact from the perspective of the driver or pedestrian. The view from these rights of way should be dominated by the view of the primary or front building facade. Views of large expanses of parking lots are strongly discouraged.
   b. The front of buildings shall be oriented to face the most primary, adjacent road to the property upon which they are proposed to be constructed.
   c. Loading docks shall not face the front of the property. Also, loading docks shall not face the front of any adjacent principal building when possible.

3. Building Exteriors: Facades shall be reviewed for the inclusion of architectural characteristics which shall be consistent on each building face that is exposed to view from the public right of way, pedestrian areas including parking areas, and/or adjacent to residential use or zone:
   a. Buildings shall include facade changes such as cornices, bases, fenestration, corbelled masonry, for at least forty percent (40%) of the exterior wall area.
   b. Building frontages greater than one hundred feet (100') in length shall have offsets, jogs, changes in roof height, or have other distinctive changes in the building facade.
   c. 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 facade.
   d. Primary facades shall contain a minimum of twenty five percent (25%) glazing.
4. **Exterior Finish Materials:** Exterior finish materials shall be nonreflective and shall include at least three (3) colors, textures and/or materials.

   a. External building materials shall be comprised of either masonry (e.g., brick, stone, concrete with paint or texture-coat finish, concrete masonry units, etc.) or exterior stucco products with allowances for accents utilizing alternative materials. Use of alternate materials other than as accents may be submitted for approval on a case-by-case basis. Glazing and areas of pitched roof (3/12 pitch or steeper) may also be considered as a solution to this requirement.

   b. Repainting of facades of existing structures shall be submitted for review and approval of color choice(s) by the city of Nampa’s design standards staff by submitting a colored elevation and paint choices.

   c. Black and/or bright colors are discouraged and are allowed to only cover twenty-five percent (25%) of the overall wall square footage.

   Note that standards listed in subsections A2 and A3 of this section only apply to newly proposed buildings or those undergoing expansion. Preexisting buildings on site shall not be obliged to be refaced in accordance with these requirements unless they themselves are to be expanded by more than twenty-five percent (25%).

5. **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 architectural aesthetics and characteristics of the main building. Furthermore:

   a. **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 units 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.

   b. **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 either landscaping or a screen wall. Landscaping shall include a combination of evergreen and deciduous bushes and trees, with a minimum of five foot (5') depth continuous around utility. This five foot (5') landscaping buffer shall contain plantings, irrigation, landscaping fabric and ground cover. Mechanical units may be contained within a screen wall enclosure consistent in its construction with the architectural aesthetics and characteristics of the main building.

6. **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 away from any residential use zone unless some form of screening such as landscaping, a wall, landscape berm or other barrier is used to separate the two.

B. **Lighting Standards:**
1. Buildings: 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. Furthermore:

   a. The height of a freestanding light fixture (e.g., in a parking lot area) shall not exceed twenty-five feet (25'). Parking area lights shall use ninety degree (90°) cutoff luminaries ("downlighting"). Building-mounted lights shall not be higher than twenty-five feet (25') from ground level.

   b. Streetlights installed by the city of Nampa, the Nampa highway district or the Idaho division of transportation shall be exempt from these standards.

   e. Electrical feeds to outdoor light fixtures shall be placed underground not overhead.

   d. All lights on site, or in a complex or subdivision, shall be consistent in style, design, height, size and color.

   e. Lighting to highlight or illuminate architecture and signs shall be attractive without significant spillage of light upward or downward.

   f. Pedestrian circulation routes shall be illuminated.

   g. Floodlights shall not be allowed.

   h. The planning director or his/her designee, may approve an alternative lighting scheme when the overall design, as proposed by the applicant, meets or exceeds the intent and requirements of this section and is not perceived to be detrimental to public health, safety or welfare.

C. 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.

D. Trash Receptacles: Trash receptacles shall be located in service areas at side or rear yards and not visible from streets abutting a property. Trash receptacles shall be screened as noted in subsection C of this section.

E. Pedestrian Pathways: Pedestrian paths shall be established to enhance a site’s character and connections. Developments of one acre or more shall provide a pedestrian and bicycle circulation plan for the site.

   1. All on site circulation systems shall incorporate a streetscape which includes sidewalks, pedestrian scale light standards and street trees.

   2. Pedestrian amenities shall include: detached sidewalks; connectivity of buildings and parking areas to public spaces and rights of way; the inclusion of public spaces for projects over twenty-five thousand (25,000) square feet in gross floor space is required. These spaces are calculated at a formula of ten (10) square feet of public space per ten thousand (10,000) square feet of gross floor space. These public spaces must include landscaping, seating, and connectivity to pedestrian routing. (Ord. 4070, 10-7-2013)
10-16-12: APPLICATION PROCEDURES:

A. Applicability: Any development within the BC zone, of the following types, shall be subject to design review:

1. New commercial buildings proposed for construction.

2. Expansions over twenty-five percent (25%) of the area of an existing, nonsingle-family building.

3. Repaint or exterior materials alteration of a building when such will affect more than fifty percent (50%) of any facade's area thereof that fronts a public right of way.

B. Application And Fee(s) For Design Review: Every person required to submit a building to design review, including an addition or alteration of a building, shall submit an application to the planning and zoning director for evaluation prior to submitting an application for a building permit. Applications shall be accompanied by a nonrefundable filing fee in an amount established by resolution of the city council.

C. Application Review For Type Of Review: Upon receipt of an application for design review, the director, or his designee, shall examine the application and determine whether the application shall be reviewed administratively at staff level, or whether the application shall be referred to the design committee for review.

D. Design Committee Review: The following applications shall be assigned to the design committee for review:

1. New construction, modifications or additions to an existing building exceeding five thousand (5,000) square feet; and

2. Other applications assigned to the design committee by the director. (Ord. 4070, 10-7-2013)

E. Administrative Review Assignment: All design review type applications not designated for assignment to the design committee shall be submitted for an administrative review by staff, unless the director, or his designee, determines the application must be submitted to the design committee.

F. Administrative Review Procedures: Upon receipt of an application for administrative design review, the director shall assign the application to a staff member, or members, for review. The review of the application, and the decision by staff shall be completed within thirty (30) days from the date of application. Staff shall be empowered to interpret design standards and to make exceptions to design standards provided any such exceptions do not: 1) allow variance to other, nondesign standards based zoning code regulations, and, 2) that any such exception(s) still maintain overall project compliance with the design objectives and goals of the city and its policies/guidelines. The administrative decision shall be in writing and shall set forth any design elements of the building which do not comply with design criteria. (Ord. 4159, 1-20-2015)

G. Scheduling Design Committee Review: Upon receipt of an application for design committee review, or upon the determination of the director, or his designee, that an application should be referred directly to the design committee, the director shall schedule the application to be considered at the next design committee meeting.
following the cutoff date prior to which the application was submitted. The director may extend the review time for applications that are unusually large or complicated.

H. Building And Site Design Standards Submittal Requirements: The following information must be submitted for decision on aesthetic standards review prior to submitting an application for a building permit:

1. A detailed letter of explanation which describes the aesthetic solutions for the project and the corresponding design elements, including a statement of the scope of work of the project, and information about the structures, the building uses, and site work.

2. A detailed site and landscape plan drawn to scale. The site plan must include the following:

   a. North arrow, scale of drawing, property lines.

   b. Existing and proposed structures, site amenities, and signage location.

   c. Adjoining streets, alleys and private drives.

   d. Parking layouts, including dimensioned spaces, drives, circulation patterns, and pedestrian connectivity and walkway.

   e. Existing and proposed utility service locations, locations and widths of rights of way, easements, canals, ditches, etc.

   f. Locations and sizes of any loading areas, docks, and ramps.

   g. Trash storage areas and exterior mechanical equipment with proposed screening methods detailed.

   h. Concept for exterior lighting including pedestrian, vehicle, security and decorative solutions.

   i. Type and location of all plant materials and other ground covers, including existing plantings.

   j. Method of irrigation.

   k. Details on special features such as berming or retaining walls, etc.

3. A complete set of floor plans showing public entrances and building elevations drawn to scale, including a colored rendering. Colored photos may be submitted for colored elevation drawings when an existing structure is to undergo minor exterior alterations or the photo depicts the design, colors, and materials of the new building. All proposed building materials must be defined; examples may also be presented. The method of screening and treatment of mechanical equipment, both roof mounted and at grade shall be presented.

I. Staff Report: At least one week prior to the review before the design committee, staff shall prepare and submit a staff report to the design committee and the applicant. The staff report shall summarize the application and set forth which elements of the building meet design criteria, and which elements do not.
J. Conduct Of Review: The chair of the design committee shall ask staff to summarize the application and staff’s findings. After the presentation by staff, the chair shall ask the applicant to present the application, respond to the staff report, and answer questions from the design committee. Following the review, the design committee shall deliberate the application. Before or during the course of deliberation, the design committee may ask the applicant to address specific issues, including the applicant’s response to any design issues raised by the design committee. At the conclusion of its deliberations, the design committee shall render its decision. The committee shall be empowered to interpret design standards and to make exceptions to standards provided such exceptions do not allow variance to other, nondesign standards based zoning code regulations and that the exception(s) still maintain overall project compliance with the design objectives and goals of the city and its policies/guidelines. (Ord. 4070, 10-7-2013)

10-16-13: APPEALS:

Any administrative decision by staff may be appealed to the design committee by filing a written notice of appeal with the director within fifteen (15) days after staff decision. All appeals of administrative decisions shall be treated the same as an original submission to the design committee and shall follow all design committee procedures.

Any design committee decision may be appealed to the planning and zoning commission by filing a written notice of appeal with the director within fifteen (15) days after the decision by the design committee. Within fifteen (15) days after an appeal is received, the director shall fix a date for the public hearing of the appeal before the commission and notify the appealing party and the applicant with no further notice required. The following are grounds for an appeal:

A. Inconsistency with the purpose and objectives of this chapter;

B. Unreasonable economic hardship;

C. Undue interference with the design integrity of the proposal;

D. Discriminatory prevention of allowed land use;

E. Consideration by the design review committee of improper motive or irrelevant information such as the race, ethnic origin, incomes, or other attributes of the proposed occupants or owners;

F. Prohibition or unwarranted restriction of building type, material, or method. (Ord. 4070, 10-7-2013)
Chapter 34
DESIGN REVIEW

10-34-1: DESCRIPTION AND PURPOSE:
The term “design review” [aka “building and site design review”], when used in a zoning context, connotes a process whereby one or more structures proposed for construction have their architectural styling pre-judged by an authority. A set of design standards govern styling and, in Nampa’s case, are set forth hereafter. Design review also helps ensure conservation and enhancement of any recognized special design and/or scenic aesthetics of a site or area within which a build project is proposed. Both City Staff and a design review committee [termed, alternatively, as the “Design Review Committee”, “Building and Site Design Committee”, or simply, the “Committee” hereinafter] are empowered to review and approve design review applications as set forth in this chapter.

10-34-2: APPROVAL REQUIRED:
All qualifying project types shall require design review approval by, and through, the City of Nampa—either by administrative approval of City designated Staff or by the Building Site Design Committee, case dependent. Applications for design review validation must be approved before the City will issue a building permit for a/the project that requires design review.

10-34-3: APPLICABILITY:
A. In Nampa, design review does, and shall, appertain to the city’s HC, GB 1 and GB 2 Zones, the BN and BC Zones, and, the DB, DV and DH Zones.

B. The following project types in any of the zones noted in Section 10-34-2(A) above are, and shall be, be subject to design review:

1. New commercial structures proposed for construction; and/or,

2. New multiple-family (3+ units) residential buildings proposed for construction; and/or,

3. Expansions over twenty five percent (25%) of the square footage area of an existing, non-single-family building [note design review standards in such instances are, and shall be, only made applicable to the area of new construction/expansion; and/or,
4. The repainting of, and/or, exterior materials alteration to, a building when such will affect more than fifty percent (50%) of that building’s façade(s) that front(s) a public right of way...

Any of the fore-going project types shall be considered, identified as, and constitute, hereinafter “qualifying project types”.

10-34-4: APPLICATION REFERRAL:

A. Design Review Process Determination: Upon receipt of an application for design review, the Director, or his designee, shall examine the application and determine whether the application shall be reviewed administratively at Staff level, or whether the application shall be referred to the Design Review (aka “building and site design”) Committee for review.

The following applications appertaining to qualifying projects shall be assigned to the design committee for review:

1. That which seeks design review approval for a newly proposed commercial structure intended to exceed five thousand (5,000) square feet in area; and/or,

2. That which seeks design review approval for a multiple-family residential structure (i.e., one containing five (5) or more dwelling units); and/or,

3. Any design review approval applications referred to the committee by the Director or his/her designee.

Exception: For those projects proposed in the Downtown Historic (DH) Zone, review and a recommendation shall first be sought and obtained by an applicant through the City’s Arts and Historic Preservation Commission before presenting them for approval to the Building and Site Design Committee.

All [other] design review type applications not designated for assignment to the Design Review Committee shall be submitted for administrative review by City staff.

10-34-5: INCLUSIVE APPROVAL:

Hereinafter, any approval of a project subject to design review by City Staff or the Design Review Committee, or on appeal by the Planning and Zoning Commission or City Council, shall be deemed to constitute [the] “City’s] approval and may be referred to by that term[ology].

10-34-6: COMMITTEE REVIEW PROCEDURE(S):

A. Scheduling Design Committee Review: Upon receipt of an application for design review, or upon the determination of the Director, or his designee, that an application should be referred directly to the Design Review Committee, the Director shall schedule the application to be considered at the next Committee meeting following the cutoff date prior to which the application was submitted. The Director may extend the review time for applications that are unusually large or complicated.

B. Staff Report: At least one week prior to the review before the Committee, Staff shall prepare and submit a Staff report to the Design Review Committee and the applicant.
The Staff report shall summarize the application and set forth which elements of the building meet design criteria, and which elements do not.

C. Conduct of Review: The chair of the Committee shall ask Staff to summarize the application and staff’s findings. After the presentation by Staff, the chair shall ask the applicant to represent the application, respond to the Staff report, and answer questions from the design committee. Following the presentation and report, the Committee shall deliberate the application. Before or during the course of deliberation, the Committee may ask the applicant to address specific issues, including the applicant’s response to any design issues raised by the design committee. At the conclusion of its deliberations, the Committee shall render its decision. The Committee shall be empowered to interpret design standards and to make exceptions to standards provided such exceptions do not allow variance to other, non-design standards-based zoning code regulations, and, that the exception(s) still maintain overall project compliance with the design objectives and goals of the City and its policies/guidelines.

10-34-7: ADMINISTRATIVE REVIEW PROCEDURES:

Upon receipt of an application for administrative design review, the Director shall assign the application to a Staff member, or members, for review. The review of the application, and the decision by Staff shall be completed within thirty (30) days from the date of application. Staff shall be empowered to interpret design standards and to make exceptions to design standards provided any such exceptions do not: 1) allow variance to other, non-design standards-based zoning code regulations, and, 2) that any such exception(s) still maintain overall project compliance with the design objectives and goals of the City and its policies/guidelines. The administrative decision shall be in writing and shall set forth any design elements of the building which do not comply with design criteria.

10-34-8: APPLICATION CONTENT REQUIREMENTS:

A form prepared by the City’s Planning Department for use with design review application submittals shall ask for information regarding a project to include, but not be limited to, at least the following:

1. A detailed letter of explanation which describes the aesthetic solutions for the project and the corresponding design elements, including a statement of the scope of work of the project, and information about the structures, the building uses, and site work; and,

2. A detailed site plan drawn to architectural scale. The site plan must include the following details, features and callouts as relevant:
   a. A north arrow, scale of drawing, property line locations; and,
   b. Existing and proposed structures, site amenities, and signage location; and,
   c. Adjoining streets, alleys and private drives; and,
   d. Parking layout depiction -- including spaces, drives, circulation patterns, and pedestrian connectivity and walkway; and,
   e. Existing and proposed rights of way, easements, canals, ditches, etc. that will adjoin/abut or traverse a property under design review consideration; and,
   f. Locations and sizes of any loading areas, docks, and ramps; and,
   g. Trash storage areas and exterior mechanical equipment with proposed screening methods detailed; and,
   h. Exterior building and property light fixtures; and,
i. Details on special features such as berming or retaining walls, etc.; and,

j. A complete set of floor plans and building elevations drawn to scale, including a colored rendering thereof [note: colored photos may be substituted to depict(s) the design, colors, and materials of a reface]; and,

k. A listing of all proposed building materials; and,

l. Identification of the method of screening and treatment of mechanical equipment [both roof mounted and “at grade”]; and,

m. A materials sample board where reasonable; and,

n. Depiction of future building and sign locations and free-standing sign materials, placement, and height; and,

3. A set of two-dimensional building elevations of the elevation(s) being reviewed [note: that a three-dimensional perspective drawing may be requested by Staff or the Committee if deemed warranted]…

10-34-9: APPEALS OF APPLICATION DECISIONS:

A. Decisions are Subject to Appeal: Decisions rendered on design review applications by either City Staff or the Building and Site Design Committee may be appealed to the Planning and Zoning Commission within fifteen (15) calendar days of the date of the decision. Design review related decisions issued by the Planning and Zoning Commission on appeal may be appealed to the City Council.

B. Administrative Decision Appeal(s): An appeal of a decision by Staff may be directed to the Design Review Committee for review and action by filing a written notice of appeal with the Director. All appeals of administrative decisions shall be treated the same as an original submission to the design committee and shall follow all Committee procedures in order to be reviewed. The Committee is empowered to approve or deny the appeal – including modifying any conditions imposed by Staff in the event of an approval.

C. Committee Design Review Decision Appeal(s): An appeal of a Committee decision may be directed to the Planning and Zoning Commission for review and action by filing a written notice of appeal with the Director. All appeals of Committee decisions shall be treated the same as an original submission to the Planning and Zoning Commission and shall follow a specific public hearing notification procedure in order to be reviewed (i.e., within fifteen (15) days after an appeal is received, the Director shall fix a date for the public hearing of the appeal before the Commission and notify the appealing party and the applicant with no further notice required.) The Planning and Zoning Commission is empowered to approve or deny the appeal – including modifying any conditions imposed by Staff in the event of an approval.

D. Planning and Zoning Commission Design Review Decision Appeal(s): An appeal of a Planning and Zoning Commission design review related decision may be directed to the City Council for review and action by filing a written notice of appeal with the Director. All appeals of Commission decisions shall be treated the same as an original submission to the City Council and shall follow a specific public hearing notification procedure in order to be reviewed (i.e., within fifteen (15) days after an appeal is received, the Director shall fix a date for the public hearing of the appeal before the Commission and notify the appealing party and the applicant with no further notice required.) The City Council is
empowered to approve or deny the appeal – including modifying any conditions imposed by the Commission in the event of an approval.

E. Design Review Permit’s Approval Appeal Grounds: The following are justifications for the Design Review Committee, the Planning and Zoning Commission or the City Council to approve a design review permit application approval up on/for appeal before them:
   1. Inconsistency with the purpose and objectives of this chapter; and/or,
   2. Unreasonable economic hardship; and/or,
   3. Undue interference with the design integrity of the proposal; and/or,
   4. Discriminatory prevention of an allowed land use; and/or,
   5. Consideration by the Design Review Committee of improper motive or irrelevant information such as the race, ethnic origin, incomes, or other attributes of the proposed occupants or owners; and/or,
   6. Prohibition or unwarranted restriction of building type, material, or method…

10-34-10: PERMITS’ DURATION:

Design review permits (i.e., approved applications) shall be valid for a period not to exceed two (2) years. Design review permits longevity may be extended by the filing of a request for extension [not to exceed six (6) months at a time] by an authorized representative of/for a project. A fee may be imposed by the City to process extension requests.

Substantial alterations to the approved design associated with a development shall cause a representative of/for the same to re-apply for design review approval from the City unless such was extended as afore-noted.

10-34-11: DESIGN STANDARDS/REQUIREMENTS:

A. Specific vs. Generic Design Review Locational Determiner: The standards listed hereafter shall be made applicable to those properties with qualifying improvements/projects in all design review required zones save the downtown zones (DB, DV & DH). The standards for projects as iterated in chapter 15 of this Title [under each zone] shall govern projects proposed in those zones.

B. Structure Exteriors: Irrespective of any structure’s design style or motif (e.g., postmodern, neo-classical, Romanesque, international, gothic, art deco, etc.) wall facades shall be reviewed by the City for the inclusion of architectural characteristics on each building face as specified hereafter:
   1. New buildings or new additions subject to design review shall include/incorporate “facade change elements” that, in total, are visible over at least fifty-percent (50%) of the exterior wall area of any primary façade and thirty percent (30%) of any other façade. Such architectural façade change elements may comprise, but not be limited to, one or more of the following treatments (or combination thereof):
a. Cornices, bases, fenestration, corbelled masonry, architectural accent walls, exaggerated parapets, horizontal banding, portico or awning faces, wainscoting, balconies (or simulated balconies), arches, louvers, pilasters, faux glazing, color banding, etc.; and.

2. Exterior Structure Finish Materials:

a. The primary wall materials of new buildings or new additions subject to design review shall incorporate in their design at least two (2) textures and/or materials.

   (1) External wall materials shall be comprised of either masonry (e.g., brick, stone, concrete with paint or texture coat finish, concrete masonry units, etc.) or exterior stucco products with allowances for accents utilizing alternative materials (e.g., metal or wood paneling, cementitious fiber board, etc.). Use of alternate products other than the afore-cited materials may be used as accents if approved by the City.

b. The primary wall materials of new buildings or new additions subject to design review shall be non-reflective. However, accent materials may be reflective subject to City approval; and,

c. Structures’ primary facades shall contain a minimum of twenty five percent (25%) glazing. In the GBE district if the primary facade faces the Ford Idaho Center twenty five percent (25%) glazing shall also be required for the facade facing Idaho Center Boulevard.

3. Exterior Structure Finish Colors:

a. Black, fluorescent, and/or high value [i.e., “bright”] colors are, and shall be, allowed to only cover twenty five percent (25%) of any wall unless approved otherwise by the City.

b. The repainting of facades of existing structures shall be submitted for review and approval of color choice(s) by the city of Nampa’s design standards staff by submitting a colored elevation and paint choices.

4. Visual Displacement(s):

a. Structure walls, or portions thereof, that exceed one hundred feet (100’) in length/span shall have offsets, jogs, and/or changes in roof height incorporated therein to “break up” the long [flat] wall plane of such walls.

b. 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 facade.

c. 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 away from any residential use/zone unless some form of screening such as landscaping, a wall, landscape berm or other barrier is used to separate the two.
d. Loading docks shall not face the front of the property. Also, loading docks shall not face the front of any adjacent principal building when possible.

5. Mechanical Units: Mechanical equipment and utilities shall be placed and installed in such a way as to have minimal unsightly visual 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 architectural aesthetics and characteristics of the main building. Furthermore:

   a. 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 units 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.

   b. 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 either landscaping or a screen wall. Landscaping shall include a combination of evergreen and deciduous bushes and trees, with a minimum of five-foot (5’) depth continuous around utility. This five-foot (5’) landscaping buffer shall contain plantings, irrigation, landscaping fabric and ground cover. Mechanical units may be contained within a screen wall enclosure consistent in its construction with the architectural aesthetics and characteristics of the main building.

6. Building Lighting Standards:

   a. On buildings: All exterior structure lighting shall be shielded, screened, and/or shuttered with ninety-degree (90°) cutoff luminaries and shall be otherwise down and/or up “washing” – thus directed so as to prevent direct illumination of adjoining properties, particularly when located adjoining or across the street from residentially used or zoned properties. Building mounted lights shall not be higher than twenty-five feet (25’) from ground level.

   b. The height of a freestanding light fixture (e.g., in a parking lot area) shall not exceed twenty-five feet (25’). Parking area lights shall use ninety-degree (90°) cutoff luminaries (i.e., "downlighting").

   c. Lighting to highlight or illuminate architecture and signs shall be attractive without significant spillage of light upward or downward [note: and in the case of upward light shed, to help preserve a “dark sky”].

   d. Pedestrian circulation routes shall be illuminated.

   e. Floodlights (save for necessary security) shall not be allowed.

C. Certain Property Improvements: In addition to and superior than any other controls set forth in this ordinance (i.e., Title X in its entirety), the following [additional particular] standards shall apply to projects affected by design review:

1. 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.

2. Trash Receptacles: Trash receptacles shall be located in service areas at side or rear yards and not visible from streets abutting a property. Trash receptacles shall be screened. Such screening shall incorporate a certain amount of material and color associated with the main building(s) on the property which is/are made the subject of design review.

3. Pedestrian Pathways: Pedestrian paths shall be established to enhance a site’s character and connections. Developments of one acre or more shall provide a pedestrian and bicycle circulation plan for the site.

   a. All on-site circulation systems shall incorporate a streetscape which includes sidewalks, pedestrian scale light standards and street trees.

   b. Property pedestrian amenities shall be required to include: detached sidewalks that provide connectivity of buildings and parking areas to public spaces and rights-of-way; the inclusion of public space(s) for projects over twenty-five thousand (25,000) square feet in gross floor space is required. The required square footage area of said space(s) is to be calculated at a formula of ten (10) square feet of public space required per ten thousand (10,000) square feet of gross floor space of the building(s) affected by design review. The public spaces must include landscaping, seating, and provide connectivity [either immediate or eventual by linkage(s) as appropriate] to any on-property pedestrian route(s).

D. Sign Placeholding: The locations of future wall and/or free-standing signs shall be identified on site and elevation drawings provided to the City as part of a design review application where reasonable/possible. The materials and colors of any future free-standing sign, where known, shall be shared with the Committee. Just as with trash enclosures, sign superstructures shall have their materials and colors harmonize with the building materials and colors to which they are [to be] associated.