Call to Order and Pledge to Flag

Invocation – Chris Evenson, Nampa Seventh-Day Adventist - Iowa Ave

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 19, 2019
   b. Special Council Workshop - February 19, 2019
   c. Planning and Zoning – February 12, 2019
   d. Comprehensive Plan Special Council – February 21, 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. Final Plat Approval for Sunny Ridge at White Hawk Subdivision at the southwest corner of E Greenhurst Rd and Sunny Ridge Rd (18 fourplex lots and 1 duplex lot on 8.36 acres for 8.85 dwelling units/gross acre – A portion of Lots 2 and 3 of Asselin’s Subdivision, situated in Government Lot 3 of Section 3 T2N R2W BM) for JUB Engineers, representing TG Development (SPR-00081-2018)

1-5. Authorize Public Hearings
   a. Proposed Nampa City Code Text Amendments to Sections of Nampa City Code Titles 6, 7, 9 and 10 (ZTA-00009-2019) (See attached list)

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

1-7. Authorization for Execution of Contracts and Agreements
   a. Authorize Piggyback Purchase of Chip and Fog Sealing Oils from Idaho Asphalt Supply, at an Estimated Cost of $327,000.00, for Street Division

*Or as Soon After 7:00 PM as Each Matter may be Heard
b. Authorize Immediate Piggyback Purchase of 7,000 Gallons of Traffic Paint from Ozark Materials LLC, Contract TO19-01, at an Estimated Cost of $66,430.00, for Street Division

   a. None

1-9. Resolutions
   a. Disposal of library property

1-10. Licenses for 2019
   a. 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

(3) Agency/External Communications

3-1. Traveling Table Food Pantry Presentation – Claudia Dina
3-2. Idaho Policy Institute – Presentation on the Treasure Valley Survey
3-3. Saint Alphonsus – Presentation of a Grant to the Mayors Teen Council

(4) Staff Communications

4-1. Public Works Department Staff Report - Tom Points
4-2. Staff Report – Chief of Staff Bobby Sanchez
   • Crow Management Program Update
   • Sister Cities Committee Update
4-3. Facilities Update – Patrick Sullivan

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

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

5-2. **Action Item:** 1st reading of ordinance for no smoking by the library

5-3. **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. (PH was 2-19-2019)

5-4. **Action Item:** Approve Summary publication for preceding ordinance

5-5. **Action Item:** 1st reading of ordinance for 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 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). (PH was 2-19-2019)

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

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

6-1. 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)

6-2. 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)

6-3. 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 #R304170000 (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)

Page 3 of 5

*Or as Soon After 7:00 PM as Each Matter may be Heard
6-4. Annexation and Zoning to IL (Light 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). *(PH was 2-19-2019)*

(7) New Business

7-1. **Action Item:** Appointment of Tim Rigsby and reappointment of Bruce Purcell to the Nampa Bicycle and Pedestrian Advisory Committee

7-2. **Action Item:** Nampa Parks and Recreation requests City Council approve the use agreement between the Nampa Farmers Market and the Parks and Recreation Department as proposed (reviewed and approved by legal)

7-3. **Action Item:** Request City Council authorize the Mayor and Parks and Recreation Director to sign an agreement With KB Prints to supply shirts as described in the terms and conditions of the attached agreement (reviewed and approved by legal)

7-4. **Action Item:** Request Nampa City Council authorize the Mayor to sign an agreement to use CDBG funding for the purchase of a portion of the Stoddard Railway, Sherman Ave. North to 2nd Street South, that is 1.71 acres in size for the amount of $124,209. (reviewed and approved by legal) (approved within FY19 budget)

7-5. **Action Item:** Authorize Addition of Alta Planning and Design to 2018-2019 Request for Qualifications First Choice Hiring Roster, and (2) Authorize Mayor and Public Works Director to sign Miscellaneous Professional Services Term Agreement, and (3) Authorize Mayor and Public Works Director to sign Task Order for Scope of Work with Alta Planning and Design for Bike and Pedestrian Master Plan Update in the Amount of $59,939.00 Time and Material Not to Exceed (T&M NTE) for Engineering Division

7-6. **Action Item:** Resolution and Approve the State-Local Agreement (Design & Construction) and authorize the Mayor to sign the agreement for the Stoddard Pathway extension (Amity to Sherman) (reviewed and approved by legal)

7-7. **Action Item:** 1st reading of ordinance amending Title 9 Chapter 3 Section 1 of the Nampa City Code, which specifies required street improvements for new development

7-8. **Action Item:** Approve Summary publication for preceding ordinance

7-9. **Action Item:** Award bid and authorize Mayor to sign contract for Locust Lane Irrigation Supply Project Well House & Components with Irminger Construction

7-10. **Action Item:** Discussion regarding sending letter of support for HB 217 – Urban Renewal
(8) Executive Sessions

8-1. Motion to Adjourn into Executive Session Pursuant to Idaho Code 74-206 (1) (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student;

8-2. Motion to Adjourn into Executive Session Pursuant to Idaho Code 74-206 (1) (a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general;

(9) Public Hearings

9-1. Action Items: Dale Tackett of 1907 S Elder Street has requested a Variance to City of Nampa Zoning Ordinance Fence Code Section 10-1-8 (D) which allows a solid/closed non-vision perimeter fence up to a height of 36 inches (3 ft) in the front yard. Mr Tackett has constructed a 72 inch (6 ft) high solid/closed non-vision fence from the front of his dwelling to within approximately 12 ft of the front property line, and has requested that it be allowed to remain, due to the fact there are unique site and other circumstances between 1907 S Elder St and the neighboring property that justify the fence remain in the front setback area at the 72 inch (6 ft) height. (VAR-00064-2019)

9-2. Action Items: Appeal of Planning and Zoning Commission denial of a Conditional Use Permit CUP-00129-2018 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 (APL-00008-2019)

Adjourn

Next Meeting

Regular Council at 6:00 PM – Monday, March 18, 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

Page 5 of 5

*Or as Soon After 7:00 PM as Each Matter may be Heard
Mayor Kling called the meeting to order at 6:05 p.m.

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

(1) Consent Agenda (Action Items)

MOVED by Haverfield and SECONDED by Rodriguez to approve the Consent Agenda as presented; Regular Council Minutes of February 4, 2019; Special Council Minutes of February 12, 2019; Special Council Comprehensive Plan Minutes of January 24, 2019; Bicycle and Pedestrian Advisory Committee Minutes of January 10, 2019; Board of Appraisers Minutes; Airport Commission Minutes; Planning & Zoning Commission Minutes of January 23, 2019; Library Commission Minutes; Nampa Senior Center Boards of January 14, 2019; bills paid; The City Council dispenses with the three (3) reading rule of Idaho Code § 50-902 for all ordinances; final and preliminary plat approvals: 1) Final Plat Approval for 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; 2) 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; Authorize Public Hearings: 1) 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; 2) 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 1 Ten 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; 3) 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.; 4) 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; Authorize to Proceed with Bidding Process: 1) None; Authorization for execution of Contracts and Agreements: 1) 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; 2) 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; **Monthly Cash Report:** 1) January 2019; **Resolutions:** 1) None; **License for 2019:** 1) Beer, wine and Liquor renewals – The Steel Horse Saloon, 102 11th Avenue North, on-premise beer, wine and liquor; Idaho Pizza Company, 16151 Idaho Center Boulevard, on-premise beer, and wine; Idaho Pizza Company, 104 West Iowa Avenue, on-premise beer and wine; Gem Stop #10, 323 Caldwell Boulevard, off-premise beer and wine; Gem Stop #32, 111 South Midland Boulevard, off-premise beer and wine; Gem Stop #15, 1604 Second Street South, off-premise beer and wine; Gem Stop #11, 4624 East Amity Avenue, off-premise beer and wine; Gem Stop #20, 1520 South Middleton, off-premise beer and wine; Gem Stop #8, 1400 Franklin Boulevard, off-premise beer and wine; Buffalo Wild Wings, 2101 North Cassia Street Suite 2111, on-premise beer, wine and liquor; **Miscellaneous Items:** 1) None. Mayor Kling asked for a roll call vote with all Councilmembers present voting **YES.** Mayor Kling declared the **MOTION CARRIED**

**(2) Proclamation**

**Item #2-1 - None**

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

- None

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

- Kenton Lee, 13317 Peaceful Way, talked about the language of the 10 panhandling signs that were placed around the city. Why is there 10 no panhandling signs when it is not illegal to panhandle?

**Mayor Kling’s and Council Comments**

- We are going through a strategic planning process; the City Council has had two workshops and we are in the process of a comprehensive plan update. We have gone through the process of reviewing our current vision and mission statement(s). We have been talking about core values and our focus areas as a city. Those will be incorporated into our comprehensive master plan.

**Agency/External Communications**

- Valley Regional Transit – Rhonda Jalbert and Brian Parker
Ridership Performance Report

In a reversal of downward ridership trends, average weekday boarding’s 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>
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<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>
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</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.
Regular Council
February 19, 2019

- 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.

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

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 the information provided and the 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

Mayor and Councilmembers asked questions.
Deputy Public Works Director, Nate Runyan, Deputy Public Works Director, Jeff Barnes, City Engineer, Daniel Badger, Staff Engineer III, Clemente Salinas, presented the staff report updates to the council on current projects as follows:

Street Division - Snow Removal Update – Street Division crews began winter maintenance activities on Friday, February 8, continuing through Sunday, February 10, by applying brine and salt. The following highlights labor hours and material expenditures:

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<thead>
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<th>Hours</th>
<th>Gallons</th>
<th>Yards</th>
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<td>Regular Hours</td>
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<td>Water Issues</td>
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<tr>
<td>Total Hours</td>
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<td>Brine</td>
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<td>548</td>
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<td>Salt</td>
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Snow/Water Event No. 7 Report for February 8-10, 2019

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<th>Gallons</th>
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Snow/Water Event No. 6 Report for January 16, 2019

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### Snow/Water Event No. 5

**Report for January 13, 2019**

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<td>Salt</td>
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### Snow/Water Event No. 4

**Report for January 7, 2019**

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### Snow/Water Event No. 3

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

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<td>Water Issues</td>
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<td><strong>Total Hours</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brine</td>
<td></td>
<td>5,880</td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td>117</td>
</tr>
</tbody>
</table>

### Snow/Water Event No. 2

**Report for December 10, 2018**

<table>
<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>1.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Hours</td>
<td>9.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Issues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mag Chloride</td>
<td></td>
<td>5,600</td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 and 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 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 with several 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) to 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 of 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
- In the near future, based on the current project schedule, the following are the major work items expected to be completed:
  - 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, in the near future the following are the major work items expected to be completed:

- 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](image1.jpg)

![Figure 2 – Primary Digester No. 4 Foundation Concrete Pour](image2.jpg)
Nampa WWTP Phase I Upgrades: Financial Report

The following table shows current financials for Phase I Upgrades:

<table>
<thead>
<tr>
<th>Contract</th>
<th>Original Budget</th>
<th>Current Budget</th>
<th>Change Order Rate</th>
<th>Spent</th>
<th>Percent Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Group A – Ewing</td>
<td>$12,494,000</td>
<td>$14,071,194</td>
<td>11.2%</td>
<td>$14,071,194</td>
<td>100%</td>
</tr>
<tr>
<td>Project Group A Contingency</td>
<td>$1,500,000</td>
<td>-$77,194</td>
<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><strong>101%</strong></td>
<td><strong>$14,071,194</strong></td>
<td></td>
</tr>
<tr>
<td>Project Group B - JC</td>
<td>$11,255,000</td>
<td>$11,636,989</td>
<td>3.3%</td>
<td>$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><strong>87%</strong></td>
<td><strong>$10,233,987</strong></td>
<td></td>
</tr>
<tr>
<td>Project Group C – Ewing</td>
<td>$3,311,094</td>
<td>$3,311,094</td>
<td>0.0%</td>
<td>$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><strong>86%</strong></td>
<td><strong>$832,539</strong></td>
<td></td>
</tr>
<tr>
<td>PHASE I UPGRADES TOTAL</td>
<td><strong>$29,210,094</strong></td>
<td><strong>$29,210,094</strong></td>
<td><strong>7.2%</strong></td>
<td><strong>$25,137,710</strong></td>
<td></td>
</tr>
</tbody>
</table>

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.
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- 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 soon:

- 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>Liquid Product Quality Design Criteria</td>
<td>Pending</td>
<td>Decision will be informed by Recycled Water Permit.</td>
</tr>
<tr>
<td>Secondary Treatment Technology</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Primary Clarification Design Approach</td>
<td>Pending</td>
<td></td>
</tr>
<tr>
<td>Tertiary Treatment Technology</td>
<td>Pending</td>
<td>Technology has been selected pending more information from Recycled Water Permit.</td>
</tr>
<tr>
<td>Blower Building Design Approach</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Headworks Screening Requirements</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Disinfection Technology</td>
<td>Decision Made</td>
<td>Will be presented to DRC at February meeting.</td>
</tr>
<tr>
<td>Headwork Design Approach</td>
<td>Pending</td>
<td></td>
</tr>
<tr>
<td>Side stream Treatment Technology</td>
<td>Pending</td>
<td>DRC recommended pilot testing candidate technologies.</td>
</tr>
</tbody>
</table>
Regular Council
February 19, 2019

<table>
<thead>
<tr>
<th>Decision</th>
<th>Status</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydraulic Profile</td>
<td>Pending</td>
<td></td>
</tr>
<tr>
<td><strong>Solid Stream Decisions</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solid Product Quality Design Criteria</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Dewatering Design Approach</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>WAS Thickening Design Approach</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Solids Mass Balance</td>
<td>Pending</td>
<td>Pending finalization of tertiary treatment technology.</td>
</tr>
<tr>
<td>Primary Sludge Thickening Technology</td>
<td>Decision Made</td>
<td>Will be presented to DRC at February meeting.</td>
</tr>
<tr>
<td>Digestion Design Approach</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Digested Sludge Storage Tank Size</td>
<td>Pending</td>
<td></td>
</tr>
<tr>
<td>Digester Heating Design Approach</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Digester Control Building Design Approach</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td><strong>Other Decisions</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chemical System Design Approach</td>
<td>On Hold</td>
<td>Decision will be further evaluated in preliminary design.</td>
</tr>
<tr>
<td>Project Packages</td>
<td>Decision Made</td>
<td>Decision to be further validated with City Council and IDEQ.</td>
</tr>
<tr>
<td>Project Delivery Approach</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:
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- **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 FY2019 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 FY2019 Project Delivery Dashboard on the day of this staff report (see Exhibit D).

- **(6) New Business**

**Item #6-1.** - Mayor Kling presented the request to authorize the Mayor to sign a letter supporting the school districts position on legislation.

Paula Keller explained that there are many opportunities for the City and School District to cross over and have the ability to influence each other. She shared with Mayor Kling about potential current legislation that you might only think impacts education, but we actually think that it has an indirect ability to impact the relationship between the school district and the state.

**Public School funding formula – the weather distribution factor.**

The Genesis: Governor Otter's K-12 Task Force recommended moving to an enrollment-based funding formula. A joint interim committee was convened with members of the House and Senate Education Committee. Included in the outcomes for this committee were directives to create an enrollment-based formula that would include weights to address the needs of "special populations" of students. The committee has worked for three years to establish the current model and in November introduced the working model for stakeholders to review.
Current Key Components of the Model:

1. Enrollment based -76% of the formula is distributed based on enrollment not on attendance
2. Additional student-based weights
   i. Special Education students (5.6% of the formula)
   ii. Limited English students (.6%)
   iii. Students of poverty (3.4%)
   iv. Gifted and Talented students (.2%)
   v. K-3 students (2%)
   vi. 9-12 students to offset higher expenses in providing advanced classes and electives (2.4%)
3. District characteristics weights
   i. Small district - focused on small rural schools who have challenges in recruiting, retaining teachers and often have unpredictable grade level enrollments. Districts can qualify for elementary enrollment or secondary enrollment (4.6%)
   ii. Remote Schools - for districts who incur additional costs because of the geography of their district and location of their schools (.4%)
   iii. Large District Adjustment (.3%)
   iv. District Wealth Adjustment (3.9%)

District Wealth Adjustment:

The calculation of the District Wealth Adjustment takes the overall market value of a district and divides by the total enrollment of the district to come up with a wealth per student value. These numbers are averaged across the state and if a district's wealth per student value is less than the state average, they receive a Wealth Adjustment. It is an all or nothing calculation - if you are below, you receive money; if you are above the state average, you receive nothing.

Currently Nampa School District and Vallivue School District benefit from this indicator. Nampa "earns" $5.6 million and Vallivue earns $3.6 million.

So, what is the concern?

As our market value grows, these monies decline and at the point that our wealth per student exceeds the state average, those monies are gone. Therefore, as Nampa continues to prosper economically, the school districts within their boundaries may not benefit from the wealth adjustment. Nampa with flat enrollment will see this average increase quickly as the Nampa economy and property values increase. This puts the district and the city at competing positions.

In addition, the district has concerns that this indicator does not really meet the charge given by the K-12 Task Force or the charge to the interim committee - this is not an indicator related to a
special student population. We would advocate for the 4% of the funding formula currently allocated to the wealth adjustment to be **reallocated** to support special student populations (students of poverty and English Language learners).

In reviewing the original task of the interim committee described in House Concurrent Resolution #49, we support the focus on enrollment and special student populations. The wealth adjustment factor fails to meet either of these areas of focus.

In the newest version of the spreadsheet, 2018 property values are used to determine a wealth per student value. In the current rendition of the spreadsheet, Nampa School District actually benefits from this indicator with a distribution of over $5.6 million.

However, in general, this indicator punishes areas that are impacted by a growing economy. The Nampa School District has seen an increase in property value of over 13% in each of the last two years. We are concerned that this growth will lead to an eventual but sure funding cliff for the district.

For example, NSD could qualify for this in year one (unlikely) and then lose almost $5 million dollars the next year.

Our partnership with the district is important and we do not want to find ourselves with competing interests related to a growing economy. In addition, we have concerns that if the district does lose as much as $5 million dollars in one year's time, the district would need to seek support from the local community through various additional supplemental levies. The city and the district would prefer to avoid additional burdens on our tax payers.

We are very grateful for this opportunity to share all these thoughts with you. This is a significant piece of work that lays the foundation for Idaho's Public-School Funding Formula. However, we very strongly believe that we need a little more time to carefully examine the impact of this and also measure it against the intended, hopeful desires of the visionary individuals who started us down this path.

Mayor and Councilmembers asked questions and made comments.

**MOVED** by Skaug and **SECONDED** by Hogaboam to **authorize** the **Mayor** to **sign** a **letter supporting** the **school districts position** on **legislation** striking the word visionary (on behalf of Mayor and Council was mentioned). 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:

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 1999 Fire Truck) (Marsing Rural Fire District)

MOVED by Haverfield 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 13-2019 and directed the clerk to record it as required.

MOTION CARRIED

Jim Bower Chair for the commissions Marsing Rural Fire District said that the fire district covers 95 square miles and is strictly volunteer and we have about 3,000 residents in that area. It is in both Owyhee and Canyon Counties.

Item #6-3. – The following Resolution was presented:

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 1996 Fire Truck) (Council Fire Department)

MOVED by Hogaboam 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 14-2019 and directed the clerk to record it as required.

MOTION CARRIED

Shawn Stanford, Council Volunteer Fire Chief said he was here on behalf of the commission and the Fire Department to thank Mayor and Councilmembers for the contribution our department. The truck will server our community much more efficiently.

Fire Chief Phil Roberts said that it is important to protect our professional firefighters, but it is important to protect our volunteer firefighters as well. It is important that we “pay it forward” and take care of those who take care of others that are a little bit distant.

(8) Public Hearings

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

David Kimmel, Yesco Signs, 416 East 41st, Boise presented the request.

Senior Planner Doug Critchfield presented the following staff report explaining that the request is for a variance to the Nampa City Code 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.

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)…

Applicable Regulations

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.

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

10-24-2: ACTIONS:
A. Granting Of Variance Permit: The council may grant a variance permit with respect to requirements for fences and walls, site, area, width, frontage, depth, coverage, front yard, rear yard, side yards, outdoor living area, height of structures, distances between structures or landscaped areas as the variance was applied for or in modified form if, 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, minimum 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. 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 (Business Community) 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 (Business Community) 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 free-standing, 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 – except 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, signs in other properties throughout the City have routinely complied with the zoning code’s dimensional controls except, 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.
Regular Council
February 19, 2019

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 effect of abrogating requirements from those agencies or City divisions/departments...

Councilmembers asked questions

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

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

MOTION CARRIED

MOVED by Skaug and SECONDED by Hogaboam to 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 (Business Community) 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 with staff conditions and no flashy signs and to meet ITD standards. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #8-2. - Mayor Kling opened a public hearing for vacation of 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 vacation of 10 ft of Right-Of-Way on the north side of E Hawaii Ave for 142.2 ft from the 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.
Ken Franklin, 10767 West Mossywood Drive, Boise presented the request.

Councilmembers asked questions.

Doug Critchfield presented the following staff report explaining that the request is for a vacation for a 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 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).
Regular Council  
February 19, 2019

**Recommended Condition(s) 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.

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

MOVED by Haverfield and SECONDED by Skaug 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 Levi to approve the vacation of 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 vacation of 10 ft. of Right-Of-Way on the north side of E Hawaii Ave for 142.2 ft. from the 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 with the recommendations by staff and authorizing the City Attorney to draw the appropriate Ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

**Item #8-3.** - Mayor Kling opened a public hearing for 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.
Richard Evans, 9560 West Pebble Brook Lane presented the request.

Mayor and Councilmembers asked questions.

Planning and Zoning Director Norm Holm presented the following staff report explaining that the request is for annexation and zoning to IH (Heavy Industrial) at 0 Chery Lane for Warehouses for Richard Evans representing Russell Hunemiller.

**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.

Economic Development Director, Beth Ineck, presented a staff report explaining that this is the North Nampa Industrial area that it included in the Nampa Development Corporations plan for infrastructure and development; it is just north of Amalgamated Sugar, which is certainly an industrial area for us. Light Industrial vs. Heavy Industrial – light industrial and heavy industrial both allow for manufacturing, assembling or packaging of products that were previously made, so you might bring something in on the railroad. You can also manufacture food processing within
both and then there is general manufacturing allowed in both of them. Where you start to see differences between the heavy and the light industrial is in things like chemical processing or more hazardous types of facilities is allowed more in the heavy industrial vs. the light industrial.

We would support the annexation and zoning of the property for industrial purposes either at the heavy or the light industrial it does fit within the overall plans for that area.
Those appearing with questions were: John Chapman, 17706 Northside Boulevard.

Those appearing in opposition to the request were: Allison Garrison, 9090 Cherry Lane.

Those appearing in favor of the request were: Kevin Tetz, 17233 Northside Boulevard.

The applicant presented a rebuttal and answered questions.

Daniel Badger answered questions from Mayor and Council.

Norm Holm answered questions from Mayor and Council.

Mayor and Council members asked questions and made comments.

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

MOTION CARRIED

City Attorney, Mark Hilty, answered questions from council on if they change the zoning to IL from IH would it need to go back to planning and zoning.
MOVED by Haverfield and SECONDED by Hogaboam to approve the 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 as presented with the recommended conditions of approval with modifications - first item would be under Residential Compatibility the sound deadening fence would be 6 foot and solid add an item 3 to include that all lighting is shrouded to amber to eliminate any bleed over to the properties to the east or west the next item would be under General full frontage improvements and utility extensions that would not have to include sewer.

MOVED by Haverfield and SECONDED by Hogaboam to amend the previous motion to change the zoning to IL (Light Industrial) and approve the annexation and zoning 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 with the recommended conditions of approval with modifications - first item would be under Residential Compatibility; the sound deadening fence would be 6 foot and solid; add an item 3 to include that all lighting is shrouded to amber to eliminate any bleed over to the properties to the east or west the next item would be under General full frontage improvements and utility extensions that would not have to include sewer and authorize the City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #8-4. - Mayor Kling opened a public hearing for 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.

Norm Holm presented the following staff report explaining that the request is for 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 for the 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 with 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 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) Repositioning 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 BSDS 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).

**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)*

A. Building And Site Design Regulations Standards: Buildings or facade improvement projects in the GB zones and subject per subsection 10-4-11A 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. (Ord. 4070, 10-7-2013)

2. Building Orientation:

   a. In GB1 and GB2 districts, 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. In
the GBE district, buildings shall be oriented with consideration given to both the visual impact of the facade facing the primary adjacent roadway as well as the facade facing the Ford Idaho Center.

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. In the GBE district 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.

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. 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.

e. 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.

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 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.
e. 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 refaced 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 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.

   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 floor area 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, non-design 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.
e. 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.

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. 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:
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10-34-1: DESIGN REVIEW 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. In Nampa case, a set of design standards govern styling 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,
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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., post-modern, 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 facade. 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.

Councilmembers asked questions and made comments.

No one appeared in favor of or in opposition to the request.
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MOVED by Skaug and SECONDED by Haverfield to close the public hearing. Mayor Kling asked all in favor say aye with all Councilmembers present voting AYE. Mayor Kling declared the

MOTION CARRIED

MOVED by Haverfield and SECONDED by Levi to 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 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 #6-6. - Mayor Kling presented the request for 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. Family Justice Center Director Creselda De le Cruz presented a staff report explaining that the 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.

MOVED by Haverfield and SECONDED by Rodriguez to authorize the Family Justice Center to apply for the grant for improving Criminal Justice responses to Domestic Violence, Dating Violence, Sexual Assault and Stalking Grant Program. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #6-7. - Mayor Kling presented the request to approve the Nampa Family Justice Center to apply for Idaho Council on Domestic Violence and Victim Assistance.
Creselda De le Cruz presented a staff report explaining that the **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 both projects 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.

MOVED by Haverfield and SECONDED by Rodriguez to **authorize the Family Justice Center to apply** for the grant for **Idaho Council on Domestic Violence and Victim Assistance**. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the **MOTION CARRIED**

**Item #6-12.** - Mayor Kling presented the request to **authorize the Mayor to sign Memorandum of Understanding** for **project Bronco traffic management** with PDC Nevada LLC.

Daniel Badger presented a staff report explaining that the PDC Nevada LLC has proposed construction of an approximately 991,000 square foot fulfillment center at the southwest corner of the intersection of Franklin Road and Star/Robinson Road.

PDC has completed a Traffic Impact Study (TIS) per the City’s requirements which identified the expected impacts to the surrounding transportation system.

Engineering has reviewed and approved the TIS and coordinated with adjacent jurisdictions regarding the impacts to roadways and intersections within their jurisdiction.

Engineering and PDC have negotiated a Memorandum of Understanding (MOU) (Exhibit A) to identify what transportation related construction will be completed by the project and what payment in-lieu of construction will be made to mitigate the projects impacts on the transportation system.

The attached map (Exhibit B) shows the intersections that will be constructed and those that will have payment in-lieu of construction.
The payment in-lieu of construction dollars are anticipated to be distributed to the Nampa Highway District, Ada County Highway District, and the Idaho Transportation Department to help mitigate impacts within their jurisdictions, agreements between the City and those agencies at a future date.

The MOU also details the timing of issuance of building permits and construction, and payment in-lieu of construction for the transportation impacts.

Engineering, Economic Development, and Legal have reviewed the agreement and recommend approval.

Councilmembers asked questions.

MOVED by Rodriguez and SECONDED by Haverfield to authorize the Mayor to sign the Memorandum of Understanding with PDC Nevada LLC. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the MOTION CARRIED

Item #6-10. - Mayor Kling presented the request to authorize the 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).

Nate Runyan presented a staff report explaining that 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:
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).

MOVED by Haverfield and SECONDED by Skaug to authorize the 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. The Mayor asked for a roll call vote with Councilmembers Hogaboam, Levi, Skaug, Haverfield voting YES. Councilmember Rodriguez NO. Councilmember Bruner was ABSENT. The Mayor declared the MOTION CARRIED.

Item #6-14. - Mayor Kling presented the request to authorize the Mayor to sign the Non-Development Agreement (Exhibit B) between the City and Toll Southwest, LLC. (reviewed and approved by legal)

Daniel Badger presented a staff report explaining that 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 accepted

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 timing of asphalt and construction of the required secondary access.

The Engineering Division has reviewed the request and recommend approval of the request.

Councilmembers asked questions.

MOVED by Skaug and SECONDED by Haverfield to authorize the Mayor to sign the non-development agreement between the City and Toll Southwest, LLC as presented. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the MOTION CARRIED.

Item #6-13. - Mayor Kling presented the request to authorize the Mayor to sign encroachment agreement with David and Osa Shervik Family Trust at 1324 S Garland Street.

Daniel Badger presented a staff report explaining that 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:

- Requested a vacation of a portion of the right of way for Hawaii and Garland.
- 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.

MOVED by Skaug and SECONDED by Haverfield to authorize the Mayor to sign the encroachment agreement with David and Osa Shervik Family Trust at 1324 south Garland Street. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #6-4 - Mayor Kling presented the request to authorize the Mayor to sign the Fire District Contract Service Agreement for 2018-2019.

Deputy Chief Richard Davies presented a staff report explaining that on February 11, 2019, 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 %.

<table>
<thead>
<tr>
<th>FY 2020 Fire District Budget Factor Calculations</th>
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<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Assessed Valuation</td>
</tr>
<tr>
<td>Population</td>
</tr>
<tr>
<td>3 Year Call Volume</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Budget Factor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Call Volume</th>
<th>City</th>
<th>Fire District</th>
<th>Totals</th>
</tr>
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<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>9,119</td>
</tr>
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</table>
The population estimates for the City of Nampa and Fire Districts 1, 2, and 3 as of December 31, 2018.
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.

MOVED by Hogaboam and SECONDED by Rodriguez to authorize the Mayor to sign the Fire District Contract Service Agreement for 2018-2019. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the
MOTION CARRIED

Item #6-5. - Mayor Kling presented the request for reappointment of Dave Clausen to the Nampa Golf Commission.

MOVED by Hogaboam and SECONDED by Rodriguez to approve the reappointment of Dave Clausen to the Nampa Golf Commission. The Mayor asked all in favor say aye with all Councilmembers present voting AYE. The Mayor declared the
MOTION CARRIED

Item #6-8. - Mayor Kling presented the request to discussion and direction to staff for downtown parking management.

Economic Development Director, Beth Ineck, presented a staff report explaining that the 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 monitoring:
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 per month and
the NDC owned parking garage provides an opportunity for longer term parking.

During the stakeholder focus groups meeting regarding downtown there were several comments
about 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
reexamine how parking is managed.

On December 13, 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.
Which option would you prefer for on-street parking?

Answered: 60  Skipped: 1

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
</tr>
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<tbody>
<tr>
<td>option1web</td>
<td>33.33%</td>
</tr>
<tr>
<td>option2web</td>
<td>66.67%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>60</td>
</tr>
</tbody>
</table>

Map of the zone concept:
Regular Council  
February 19, 2019

In addition, the survey provided an opportunity for written comments. There was no 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
  - No 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.**

Councilmembers asked questions and made comments.

Direct staff to bring an ordinance forward with the presented information other than have the Longbranch change to a lot in which leases hunt for parking.
Item #6-9. - Mayor Kling presented the request to authorize the 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 Motion to commit a $500,000 City match to support the 2019 INFRA application, in partnership with ITD and COMPASS.

Jeff Barnes presented a staff report explaining that 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 benefiting the City of 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.

Councilmembers asked questions.

MOVED by Haverfield and SECONDED by Rodriguez to authorize the 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 Motion to commit a $500,000 (firm balance) City match to support the 2019 INFRA application, in partnership with ITD and COMPASS. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the MOTION CARRIED
Item #6-11. – The following Resolution was presented:

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.

MOVED by Haverfield and SECONDED by Skaug to pass the resolution as presented. Mayor Kling asked for a roll call vote with Councilmembers Hogaboam, Levi, Skaug, Haverfield voting YES. Councilmember Rodriguez voting NO and Councilmember Bruner ABSENT. The Mayor declared the resolution passed, numbered it 15-2019 and directed the clerk to record it as required.

MOTION CARRIED

❄ (4) Unfinished Business ❄

Item #4-1. - Mayor Kling presented the request to approve the Summary of Publication for ordinance 4417 for pressure irrigation annexation.

MOVED by Hogaboam and SECONDED by Haverfield to approve the Summary of Publication for ordinance 4417 for pressure irrigation. The Mayor asked all in favor say aye with all Councilmembers present voting AYE. The Mayor declared the

MOTION CARRIED

Item #4-2. – The following Ordinance was read by title:

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
Regular Council
February 19, 2019

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 HEREWTH; 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 Engineering Solutions, LLP representing Toll ID I LLC)

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 Councilmembers Hogaboam, Skaug, Rodriguez, Haverfield voting YES. Councilmember Levi voting NO and Councilmember Bruner was ABSENT. The Mayor declared the ordinance duly passed, numbered it 4418 and directed the Clerk to record it as required.

MOTION CARRIED

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

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,

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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, COUNTY 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. (Applicant Riley Planning Services representing Getty Capital of Idaho)

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 Hogaboam and SECONDED by Rodriguez to pass the preceding Ordinance under suspension of rules. Mayor Kling asked for a roll call vote with Councilmembers Levi, Skaug, Rodriguez, Hogaboam voting YES. Councilmember Haverfield ABSTAINED from voting and Councilmember Bruner was ABSENT. The Mayor declared the ordinance duly passed, numbered it 4419 and directed the Clerk to record it as required.

MOTION CARRIED

Item #4-4. – The first reading of the following ordinance was tables until the next regular Council meeting:

Mayor and Councilmembers asked questions and made comments.

City Attorney Mark Hilty gave a brief summary of the ordinance in trying to answer councils’ questions.

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,
Item #4-5. - The Summary of Publication for the no smoking for the Library ordinance was postponed due to the ordinance needing to be redrafted.

(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)

(7) Executive Session

Item #7-1- None

MOVED by Hogaboam and SECONDED by Rodriguez to adjourn the meeting at 10:12 p.m. The Mayor declared the

MOTION CARRIED

Passed this 4th day of March 2019.

____________________________________
MAYOR
ATTEST:
Mayor Kling called the meeting to order at 5:05 p.m.

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

Shannon McGuire opened the meeting and introduced the draft of the 2030 Strategy Map.

Council members had questions for Shannon and discussed updating the “Nampa Proud” tag line that is currently in use.

Shannon introduced a discussion on core values for Council Members and City Employees to exemplify. Councilmembers indicated their preference for using Integrity, Servant Leadership, Stewardship & Teamwork as the core values.
MOVED by Hogaboam and SECONDED by Rodriguez to adjourn the meeting at 5:55 p.m. The Mayor declared the

MOTION CARRIED

Passed this 4th day of March, 2019.

____________________________________
MAYOR

ATTEST:

____________________________________
CITY CLERK
Chairman McGrath called the meeting to order at 6:42 p.m.

Announcements: Planning Director Holm advised the next Comprehensive Plan Update Meeting would be held February 21, 2019 in the City Hall Council Chambers.

Approval of Minutes: Kropp motioned and Kehoe seconded to approve the Minutes of the January 23, 2019 Planning and Zoning Commission meeting. Motion carried.

Report on Council Actions. City Engineer Badger reported the City Council had reversed their direction regarding requiring participation in sidewalk local improvement districts. The City, added Badger, had now returned to a voluntary sidewalk local improvement district.

Chairman McGrath proceeded to the business items on the agenda.

Business Item No. 1:
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 (Single Family Residential – 7,000 sq ft minimum lot size) 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). ACTION ITEM.

Senior Planner Critchfield:
• Critchfield indicated the Final Plat for Carriage Hill West Subdivision No. 1, consisting of 13.06 acres, proposed for 30 buildable, 4 common lots, and 1 common driveway lot, within the RS-7 zoning district.
• Staff, added Critchfield had reviewed the application and agency comments and found the proposed subdivision final plat, conforms, or substantially conforms, within acceptable limits, to the approved Preliminary Plat and the RS-7 zoning Codes.
• Critchfield advised Staff recommends Carriage Hill West Subdivision No. 1 be approved, contingent upon the applicant complying with all conditions of approval.

Van Auker, Jr motioned and Miller seconded to recommend to City Council Final Plat approval for Carriage Hill West Subdivision No. 1 for Engineering Solutions, LLP, representing Toll Southwest, LLC, subject to:
1. Generally, Applicant/Development shall:
Comply with all City department/division or outside agency requirements pertinent to the matter. This is to include any extant but applicable conditions from prior approvals for this subdivision as iterated in correspondence on file with the City pertaining to the approved Preliminary Plat of for Carriage Hill West Subdivision.

Specifically, compliance with requirements/conditions listed in the following item(s) of correspondence (unless waived and/or later amended by the agency providing the comments):

Specifically:

a) Compliance with the requirement(s) listed in the January 9, 2019 e-mail from the Nampa Highway District No. 1, authored by Eddy Thiel.

b) Compliance with the requirement(s) listed in the January 15, 2019 letter from the Boise Project Board of Control, authored by Thomas Ritthaler.

c) Compliance with the requirement(s) listed in the January 18, 2019 letter from the Idaho Transportation Department, authored by Sarah Arjona.

d) Compliance with the requirement(s) listed in the January 22, 2019 letter from the Nampa and Meridian Irrigation District, authored by David T Duvall.

e) Compliance with the requirement(s) listed in the January 30, 2019 letter from Century Link, authored by Greg Hunt.

f) Compliance with the requirement(s) listed in the February 12, 2019 memorandum from the Nampa Engineering Division, authored by Daniel Badger.

2. Correct any spelling, grammar and punctuation and numbering errors that may be evident on the plat face and/or in the proposed Project plat development notes.

Motion carried.

Business Item No. 2:

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). ACTION ITEM.

Senior Planner Critchfield:

- Critchfield reported the 15.36 acre parcel was proposed for 53 buildable and 5 common lots within an RS-7 zoning district.
- According to Critchfield, Staff had reviewed the application and agency comments and found the proposed subdivision Final Plat conforms, or substantially conforms, within acceptable limits, to the approved Preliminary Plat and with the RS-7 zoning Codes.
- Critchfield advised Staff recommends Pheasant Meadows Subdivision No. 2 be approved, contingent upon the applicant complying with all conditions of approval.

Kirkman motioned and Kehoe seconded to recommend to City Council Final Plat approval for Pheasant Meadows Subdivision No. 2, for Matt Schultz representing Second Chance Equity Partners, LLC, subject to:

1. Generally, Applicant/Development shall:

   Comply with all City department/division or outside agency requirements pertinent to the matter. This is to include any extant but applicable conditions from prior approvals for this subdivision as iterated in correspondence on file with the City pertaining to the approved Preliminary Plat of for Pheasant Meadows Subdivision.

   More specifically, compliance with requirements/conditions listed in the following item(s) of correspondence (unless waived and/or later amended by the agency providing the comments):

   Specifically:

   a) Compliance with the requirement(s) listed in the January 3, 2019 e-mail from the Nampa Highway District No. 1, authored by Eddy Thiel.

   b) Compliance with the requirement(s) listed in the January 15, 2019 letter from the Nampa and Meridian Irrigation District, authored by David T Duvall.
c) Compliance with the requirement(s) listed in the January 30, 2019 letter from Century Link, authored by Greg Hunt.

d) Compliance with the requirement(s) listed in the January 31, 2019 letter from Nampa Parks and Recreation, City Forestry, authored by Carolynn Murray.

e) Compliance with the requirement(s) listed in the January 31, 2019 memorandum from Nampa Engineering Division, authored by Nicole Fletcher.

2. Correct any spelling, grammar and punctuation and numbering errors that may be evident on the plat face and/or in the proposed Project plat development notes.

Business Item No. 3:
Request for a Six-Month Extension of Conditional Use Permit for a 260-Unit Apartment Complex at the SW corner of W Cherry Lane and N Midland Blvd. (A 13.10 acre or 570,807 sq ft parcel of land located in the NE ¼ of Section 8 T3N R2W BM) for Jeffrey H Bernson, representing Derk Pardo, CIF enterprises, LLC (CUP-00101-2018). Issued March 28, 2018, expired September 28, 2018, requesting extension to March 28, 2019. ACTION ITEM.

Planning Director Holm:
- Holm advised the Conditional Use Permit was approved in March of 2018 and the applicant did not get an extension request filed and has asked to have the approval extended for an additional six months from the approval date, to March 28, 2019.
- The applicants, continued Holm, have submitted plans for a Building Permit for the project – under review at the present time.

Kehoe motioned and Kropp seconded to approve the extension of the Conditional Use Permit for the 260-Unit Apartment Complex at the SW corner of W Cherry Lane And N Midland Blvd, from September 28, 2018 to March 28, 2019.
Motion carried.

Business Item No. 4:
Request for a Six-Month Extension of Conditional Use Permit for a 106 Unit Assisted Living Level II Facility with Memory Care at the NW Corner of W Cherry Lane and N Midland Blvd. (A 2.73 acre portion of the SE ¼ of Section 5 T3N R2W BM), for Jeffrey H Bernson representing Derk Pardo, CIF Enterprises, LLC (CUP-00102-2018). Issued June 4, 2018, expired December 4, 2018, requesting extension to June 4, 2019. ACTION ITEM.

Planning Director Holm:
- Holm stated the same applicant was also requesting extension of the Conditional Use Permit approval for the 106 Unit Assisted Living Facility in June of 2018 for an additional six months from the approval date, to June 4, 2019.

Kehoe motioned and Garner seconded to approve the extension of the Conditional Use Permit approval for the 106 Unit Assisted Living Level II Facility with Memory Care, at the NW corner of W Cherry Lane and N Midland Blvd, from December 4, 2018 to June 4, 2019.
Motion carried.

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

Public Hearing Item No. 1:
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, and Subdivision Plat Preliminary Approval for 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, 245
Single Family Residential Detached lots, 12 Common Lots and 1 Common Driveway Lot on 95.16 acres, or 2.57 dwelling units/gross acre) for M3 Companies, Mark Tate (ANN-00108-2018 and SPP-00037-2018).

ACTION ITEM.

Chairman McGrath proceeded to public hearing.

Mark Tate with M3 Companies 1087 W River St, Boise – the applicant:

- Mr Tate indicated the subject property located at the southwest corner of the intersection of S Midland Blvd and E Greenhurst Rd. Mr Tate noted they were currently working on the Red Hawk Ridge Subdivisions, to the west, and noted the similarities between the two areas.
- Mr Tate noted the existing development to the north and east and further west, and the existing utilities.
- To the south and southwest, continued Mr Tate, were existing gravel pits.
- Mr Tate discussed the topography of the site, the drainage ditches and the views from the property.
- According to Mr Tate, the lots and homes would be a move-up, higher end product.
- The Comprehensive Plan designation for the subject property, continued Mr Tate, was Low Density Residential – defined as 3.99 or below living units per acre. The proposed development would be 2.57 dwelling units per acre.
- Mr Tate explained they had requested the RS-6 zoning designation to allow flexibility and a mix of lot sizes.
- The average lot size would be 9,781 sq ft.
- There would a 2.44 acre light commercial/neighborhood commercial area on the corner of E Greenhurst and S Midland Blvd.
- The proposed development, added Mr Tate, would have more than 19 percent open space.
- Almost every lot in the project would abut open space.
- Mr Tate explained the landscaping along the frontage would have native vegetation, riparian area and landscaping with trees. There would also be a large community park upon entering the project from E Greenhurst Rd. Mr Tate discussed the landscaping, pool design and amenities for the park.
- Mr Tate noted the large amount of open space/common area with landscaping behind the houses that would be maintained by the Homeowners’ Association. The entry way would have a portal feeling with stone, metal work and planter beds on both sides of the street.
- The southwest corner, continued Mr Tate, would have large lot estate homes.
- In response to a question from Miller, Mr Tate stated there would be a range of lot sizes, and would also accommodate smaller lots with very nice houses for those that did not want larger lots to take care of.

Senior Planner Critchfield:

- The subject property advised Critchfield was located within the City of Nampa Impact Area, adjacent to incorporated lands, and was, therefore, eligible for annexation.
- Critchfield noted the RS-7 zoned land, already developed, was located to the north and RS-6 zoned land to the east. The south and western sides were still County lands.
- The proposed RS-6 zoning, stated Critchfield, would allow for a variety of housing, and the BC (Community Business) zoning was intended to allow for some commercial uses in an area that was largely residential, and would be reasonable for the area.
- City utilities would be available to the property, noted Critchfield, as well as emergency services.
- The Comprehensive Plan Future Land Use map designation was Low Density Residential and the proposed development would fit right in the middle of that designation at 2.57 dwelling units per acre.
- Critchfield reported the Nampa Parks Department had requested the sidewalks along both W Greenhurst and S Midland Blvd should be a minimum of 10 ft wide in order to tie into the urban connector indicated in the City of Nampa Pathway Master Plan.
- According to Critchfield, the Landscape Plan for the development indicated the pathways and sidewalks providing connection to the future pathway.
- Critchfield reviewed the Staff Report and recommended conditions of approval.
- In response to a question from McGrath regarding comments from COMPASS, Badger stated it had not been determined during the pre-application meeting review whether a stub street to the south would be required.
• **Kehoe** inquired the distance between the exit on Greenhurst Rd going east to the intersection with Midland Blvd, because there were already a lot of cars backing up at the intersection 4-way stop. **Badger** replied it was approximately one quarter mile and noted the Traffic Impact Study had looked at the intersection of S Midland Blvd and W Greenhurst Rd and indicated that by 2025 it would warrant improvements. The developer, added Badger, would not be required to mitigate those conditions because it would be considered as standard growth for the City. Badger reported the City Transportation Master Plan, revealed that between 2030 and 2036 it would be necessary to install a roundabout at that location. The recommendations from the Traffic Impact Study are: the intersection would function at an acceptable level of service with the addition of left turn lanes for each direction, and that would be something City staff would look at and see if that could be programmed in for the appropriate years.

• In response to a question from **Kehoe**, **Badger** stated the right-of-way dedication would be required for the location of the future roundabout.

**Chairman McGrath** proceeded to public testimony.

**Jon Pascoe of 2626 S Midland Blvd, Nampa – Opposed:**
- Mr Pascoe voiced concern with the location of the W Bluff Dr access on to the west side of S Midland Blvd, where the centerline would be offset by about 35 ft from the centerline of his driveway approach on to the west side of S Midland Blvd.
- Mr Pascoe considered that would create some confusion with traffic coming out of the subdivision. When turning right out of his driveway, continued Mr Pascoe, he would be directly in line with someone coming out of W Bluff Ln. Mr Pascoe stated he would prefer to see the W Bluff Ln ingress/egress on to S Midland Blvd moved to the north at least one lot.
- Other than that issue, stated Mr Pascoe, it looked like a very nice project.
- Mr Pascoe considered 2036 would be much too long to wait for a roundabout as the traffic was already very congested.

**Anita Downing of 2501 S Skyview Dr, Nampa – Opposed:**
- According to Ms Downing, she was not necessarily against the project, but she did have some concerns.
- Her home, added Ms Downing, was located in Hillside Manor Subdivision, to the east of the proposed project.
- Ms Downing inquired about the type of homes that were proposed for the development.
- Ms Downing explained she was also very concerned about the traffic. The two streets from the subdivisions on the east side of S Midland Blvd had ingress/egress just south of W Greenhurst Rd: S Skyview Way and W Horizon Way and there was a lot of traffic turning both north and south. According to Ms Downing she had seen vehicles slide off the road in the winter.
- They had purchased their home at that location because it was a rural community atmosphere, and quiet, stated Ms Downing.
- Ms Downing inquired, with the annexations, would the City be budgeting extra money for additional Police and Fire officers.
- What type of commercial businesses would be going in on the corner of S Midland Blvd and W Greenhurst Rd, questioned Ms Downing and added she did not want to see a 24 hour convenience store at that location as it would have a negative impact on surrounding property owners, and suggested maybe a screening wall or tall trees.

**Lisa Westfall of 938 W Greenhurst Rd, Nampa – Undecided:**
- Ms Westfall indicated her property located at the northeast corner of W Greenhurst Rd and S Midland Blvd.
- Ms Westfall stated one of the vehicle slide-offs had landed in her yard, and that was a continuing concern.
- How big would a future roundabout have to be, questioned Ms Westfall, in order to allow adequate space for a semi-truck.
- Ms Westfall inquired what would happen to her home if the road required widening.
- **Chairman McGrath** advised Ms Westfall’s property would not be annexed into the City with the current annexation request before the Commission, only the subject property at the southwest corner.

**Alex Kadar at 921 W Greenhurst Rd, Nampa – Undecided.**
• Mr Kadar stated he had been living at that location for almost 20 years, and he bought his property when it was still very rural.
• Mr Kadar stated his primary concern was traffic because at times it could take up to 3 minutes for him to get out of his driveway because of backed up traffic, and added that traffic often did not stop at the stop sign.
• The traffic, added Mr Kadar, has to be addressed soon for the people that live in that vicinity and noted the narrow stretch of road there.
• Mr Kadar also voiced concern with a gas station going in on the proposed commercial area of the subject development, and stated there was a gas station one mile to the west and one mile to the east, as well as to the north.
• According to Mr Kadar, he would prefer to see a professional office, such as a dentist or doctor’s office, or a bar, or local pub, that would be within walking distance for residents so they would not have to drive.

Steve Kren of 1811 W Greenhurst, Nampa – Undecided:
• Mr Kren stated his property abutted the subject property on the west.
• Mr Kren considered lot compatibility for the subject development was not considered adjacent to his property at the northwest corner of the development. The proposed lots appeared to be fairly small, added Mr Kren.
• According to Mr Kren, the City recommendation for a turn lane coming from S Midland, west into the development, would be short sighted because a lot of the traffic coming and going from the development would actually head west towards Middleton Rd and the freeway.
• If the roads need to be fixed, added Mr Kren, they should be fixed by the developer as well as paying to put in the infrastructure and wider roads.
• Mr Kren suggested the ability to tie into the Edwards Pathway, in Sands Pointe Subdivision, and to some of the greenbelts throughout the City would be advantageous.
• Mr Kren also inquired what Traffic Study had been used by the developer to address the number of vehicles and the impact on W Greenhurst Rd traveling east and west.

Tom Bowman of 2715 S Midland Blvd, Nampa – Undecided:
• Mr Bowman stated he owned the land along the entire southern border of the subject development, and one of the gravel pits.
• Mr Bowman voiced concern regarding what type of fencing would be used along his property line adjoining the subject property, how tall would it be, and when would it be constructed.
• Mr Bowman emphasized he did want a fence along the entire length of his property, and the adjacent property to the west so that people could not access the gravel pits.
• Mr Bowman questioned if the ditch bank would be fenced.
• Mr Bowman inquired if the drain running across his property would be kept open for the run-off water.

Sabrina Orihuela of 941 W Greenhurst Rd, Nampa Undecided:
• Ms Orihuela stated her property was located on the southeast corner of W Greenhurst Rd and S Midland Blvd.
• Ms Orihuela considered the proposed future roundabout would take out her house.
• The traffic, added Ms Orihuela was horrendous at that location, and stated she no longer has a white picket fence because cars took it out last winter.
• If you do widen the road, continued Ms Orihuela, that would take out the area where she does car signage and graphic installs.
• Ms Orihuela concurred with earlier speakers regarding not placing a gas station in the proposed commercial lot at the southwest corner of the intersection.
• Ms Orihuela questioned how the proposed houses between $300,000 and $400,000 in price would help the people in Nampa.

Travis Pascoe 2802 S Midland Blvd, Nampa – Undecided:
• Mr Pascoe stated there did not appear to be any spacing for a berm along the east edge of the subject property along S Midland Blvd which would allow for widening of S Midland Blvd in the future.
• According to Mr Pascoe, there did not appear to be a lot of open space in the proposed development, other than the narrow, long spaces behind the homes.
• Mr Pascoe suggested right turn lanes at the intersection would help prevent traffic backup.
• Mr Pascoe questioned how many phases were proposed for the development and the overall time frame.
• According to Mr Pascoe, a gas station would not be preferable in the commercial section at the southwest corner of the intersection.
• Mr Pascoe suggested more thought should be given to connectivity between adjacent subdivisions instead of walking to the main road outside of the subdivision to access the adjacent development.
• There would be a lot of pedestrian traffic heading east on Greenhurst Rd from the proposed subdivision, noted Mr Pascoe, and there was no sidewalk on either side for about half a mile.

Mark Tate:
• Mr Tate responded to comments brought up during the public hearing.
• There would be landscaped frontage along S Midland Blvd, and there was now the condition for a 10 ft sidewalk.
• Mr Tate indicated an aerial view of the W Bluff Dr lining up almost exactly with Mr Pascoe’s driveway and suggested the road should remain as shown.
• The total timing of the development, stated Mr Tate, would be market driven, so it could be a 4 to 5 year project, with approximately a phase each year.
• Mr Tate discussed the proposed new Traffic Impact Fee that would significantly increase the amount of revenue coming into the City to accomplish major road improvements. All the homes in the proposed project would now be paying the increased Traffic Impact Fee.
• The proposed commercial property would be zoned BC (Community Business) which would fit with the neighborhood and there was nothing planned at the present time, however, a community level business such as a medical office or dentist would fit in.
• Regarding Mr Kren’s property next to the northwest corner of the development, added Mr Tate, there would be a 30 ft landscaped strip adjacent to Mr Kren’s property, along with a walkway out to Greenhurst Rd.
• According to Mr Tate, they would continue to accommodate Mr Bowman’s drainage and it would be maintained.
• Regarding the southern boundary of the subject property, adjacent Mr Bowman’s property, Mr Tate stated they typically would construct a solid fence, or a solid fence with an 18 inch lattice on top, or potentially a wrought iron fence.
• Mr Tate addressed the open space between the homes and stated the areas would be 50 ft wide and hundreds of feet long with lots of trees and landscaping.
• The Traffic Impact Study, stated Mr Tate, had been done by J-U-B Engineers and had been turned into the City, and had studied 8 intersections over all. The Engineering Division had since reviewed and conditioned the TIS.
• In response to a question from Kirkman, Mr Tate stated the Parks Department requirement for a 10 ft sidewalk would satisfy the “urban connector” City proposed pathway indicated on the Nampa Pathway Master Plan.
• Regarding the question of a connecting stub street to the south, continued Mr Tate, the gravel pits to the south would preclude connectivity.

City Engineer Badger:
• Badger stated he had only completed his review of the Traffic Impact Study yesterday. The data used in the Traffic Impact Study was from November, 2018 and was therefore, recent data, and covered 8 intersections.
• In response to a question from Kehoe, Badger stated roundabouts, when they are designed properly have no problems with semi-truck traffic and added any roundabout designed by the City would be capable of handling semi-truck traffic.
• Badger suggested the roundabout would not impact the house at the northeast corner of the Greenhurst Rd and Midland Blvd intersection, however, at the southeast corner it could be within 20 ft of the existing structure. The City would deal with any right-of-way acquisition at the time the project was going forward, and would be negotiated with the property owner.
• Badger stated the City was currently awaiting adoption of the Draft Transportation Master Plan and it called for the roundabout at the Greenhurst/Midland intersection between 2030 and 2036.
• The Traffic Impact Study recently done by the applicant recommended if the intersection went to the level of service “F” then left turn lanes on each leg of the intersection should be emplaced.
Kehoe motioned and Van Auker, Jr seconded to close public hearing. Motion carried.

Kirkman motioned and Garner seconded to recommend to City Council Annexation and Zoning to RS-6 for 95.16 acres and to BC for 2.57 acres located at the southwest corner of S Midland Blvd and E Greenhurst Rd, for Mark Tate, M3 Companies, subject to:

1. The Developer/Development shall comply with all requirements imposed by City agencies involved in the review of the matter.

Motion carried with Garner, Kehoe, Kirkman, Kehoe, Miller, Van Auker, Jr, in favor and Kropp opposed.

Kirkman motioned and Garner seconded to approve the Preliminary Plat for 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 ¼ of Section 5 T2N R2W BM – 1 Commercial Lot, 245 Single Family Residential Detached Lots, 12 Common Lots, and 1 Common Driveway Lot on 95.16 acres, or 2.57 dwelling units/gross acre) for M3 Companies, Mark Tate, subject to:

1. Generally: The Developer/Development shall comply with all requirements imposed by City agencies involved in the review of the matter including, specifically the following:
   a) A February 11, 2019 memorandum from the Nampa Engineering Division authored by Daniel Badger.
   b) A December 31, 2018 memorandum from the Nampa Building Department authored by Neil Jones.
   c) A January 4, 2019 e-mail printout from Nampa Parks and Recreation Department, authored by Cody Swander.
   d) A January 7, 2019 letter from Nampa & Meridian Irrigation District, authored by David T Duvall.
   e) A January 30, 2019 memorandum from Nampa Engineering Division, GIS Section, authored by Alex Main.
   f) A January 31, 2019 e-mail printout from Nampa Forestry Department, authored by Carolyn Murray.
   g) A January 31, 2019 letter from Boise Project Board of Control, authored by Thomas Ritthaler.
   h) A February 1, 2019 memorandum from Nampa Engineering Division, GIS Section, authored by Alex Main.
   i) A February 1, 2019 e-mail printout from Nampa Engineering Division, GIS Section authored by Alex Main.
   j) A COMPASS Communities in Motion Development Review.

2. The water system for the Development shall be completely installed and able to deliver water prior to any Building Permits being issued within the development. The water shall be sufficient in volume and pressure to provide sufficient adequate fire suppression for the Development in accordance with Fire Department policy or International Fire Code requirements as applicable.

3. Prior to filing for a final plat approval for any portion or the Project, the 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 a revised preliminary plat plan set that shall be remitted to the City.

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

Motion carried with Garner, Kehoe, Kirkman, Miller, Van Auker, Jr in favor and Kropp opposed.
Public Hearing No. 2:
Zoning Map Amendment from BC (Community Business) to HC (Healthcare) for property located at 9870 West St Luke’s Dr, 9850 West St Luke’s Dr, 9860 West 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). ACTION ITEM.

Public Hearing Item No. 3:
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). ACTION ITEM

Chairman McGrath proceeded to public hearing for Public Hearing Items 2 and 3:

Tamara Thompson of The Land Group, 462 E Shore Dr, Eagle – representing the applicant:
- Ms Thompson noted the Public Hearing Item No. 2 related to 5 parcels, comprising approximately 33.08 acres, currently zoned BC. The applicants were proposing HC zoning, which is the City of Nampa Healthcare zoning district.
- The second public hearing, continued Ms Thompson, related to the 21.51 acre property adjacent and to the east of the existing hospital, planned as an expansion property for future development.
- The existing hospital uses and future uses would be more consistent with the HC zone and therefore the intent was to zone all the St Luke’s properties to HC and require any future development to comply with the HC zoning requirements.
- Ms Thompson stated the proposed Rezone to HC, and Annexation and zoning to HC would be consistent with the existing development, and the Development Agreement attached to the existing hospital property, and would be harmonious with the surrounding land uses.
- Kehoe inquired about the proposed Helipad site at the southwestern corner of the property. Ms Thompson stated the Helipad was not currently in the plan, and the parcel at the southwestern corner was now proposed for the MSTI (Mountain States Tumor Institute) facility.
- Kirkman inquired about the area to the east requesting annexation, and Ms Thompson stated it could be for both hospital expansion and medical facilities.
- In response to a question from Kehoe, Ms Thompson stated there was an option in place to purchase the property.

Planning Director Holm:
- Holm reviewed the Staff Report and recommended conditions of approval for both the Annexation and HC zoning and the Rezone from BC to HC.
- St Luke’s has reviewed the HC Zoning Code in the Ordinance, continued Holm, and determined it would be a good idea to initiate.
- No communications have been received from neighboring property owners or businesses, stated Holm.
- Holm considered it did make sense for St Luke’s to plan for the future by annexing the property on the east side of the hospital and getting the HC zoning in place, so they can plan for the future under the HC criteria.

Chairman McGrath proceeded to public testimony.

Dave Hawk of Amalgamated Sugar Company, 138 W Karcher Rd, Nampa – Undecided:
- Mr Hawk stated he was the plant manager at Amalgamated Sugar Company’s Nampa facility located at 138 W Karcher Rd, Nampa.
- According to Mr Hawk, Amalgamated Sugar had been in the area since 1942, has over 500 employees, and processed sugar beets to granulated sugar and other byproducts.
- Amalgamated Sugar Co, continued Mr Hawk, was committed to be a good neighbor, and had been in recent discussions with the City of Nampa regarding the land use of the subject area and the proposed zoning changes.
- Healthcare, suggested Mr Hawk, would appear to be in direct conflict with the City of Nampa’s Comprehensive Plan for the future. The map indicates both Light Industrial and Heavy Industrial for the subject area.
- The 21 acre site, proposed for annexation, stated Mr Hawk, was currently farmed in the County.
• Maintaining an Agricultural or Light Industrial designation, or providing appropriate building design considerations, added Mr Hawk, would reduce the future conflicts from the subject parcel being zoned Healthcare.

• According to Mr Hawk, during discussions with the City, the City had reassured the company the adjacent lands would stay as Light Industrial or Heavy Industrial designations.

• Discussion followed regarding the fact the Amalgamated Sugar Co had been operating in that location since 1942.

• **Chairman McGrath** inquired if Amalgamated Sugar Co had any discussions with St Luke’s or The Land Group regarding their plans.

• **Mr Hawk** stated there had been discussions in the past with St Luke’s regarding Amalgamated Sugar Co plans, however, receipt of the Legal Notice from the City was the first the company had heard about the proposed annexation and HC zoning.

• Mr Hawk indicated the location of the Amalgamated Sugar Co water ponds directly to the south, the location across the road for the dirt from processing, and the farm ground to the north and east.

• At the present time, with the Light Industrial Future Land Use designations, there would be a distance between the sugar factory property and the hospital property.

• **Kirkman** noted Amalgamated Sugar was already located there.

• **Mr Hawk** agreed Amalgamated Sugar had been there a long time, and the City had grown up around the facility, however, that did not reduce the impact from the neighbors regarding issues that might arise with Amalgamated Sugar operations.

• The plant, continued Mr Hawk, processes over 12,000 tons of sugar beets a day, and with that processing there was a certain amount of aroma, even with all the pollution control devices currently in place.

**Tamara Thompson:**

- Ms Thompson considered although Mr Hawk was talking about potential conflicts, there was nothing specific.
- Discussion followed regarding Amalgamated Sugar Co property operating since 1942 and the fact their land was located adjacent to the requested annexation property precluded any complaints by St Luke’s.
- Ms Thompson noted the existing hospital was already there and there had been no issues. The proposed annexation land was right next door.
- **Kehoe** noted the odor from the plant and **Ms Thompson** stated the existing hospital was already in place and there had been no issues.
- The plan, stated Ms Thompson was to create a quality healthcare campus in Nampa.
- The applicants, reported Ms Thompson, had read the Staff Report and agree with the Staff recommended conditions of approval.

• **Holm** noted the existing hospital facility was located within the Business Park designation on the Comprehensive Plan Future Land Use Map. The additional piece to be annexed, directly to the east, was on the dividing line where the map converts to Light Industrial as indicated on the Comprehensive Plan map.
- That line, stated Holm, as stated on the Comprehensive Plan Future Land Use Map, can be adjusted to include the parcels on either side.
- Holm considered the issue could also be addressed during the upcoming Update of the Comprehensive Plan.
- Discussion followed regarding removing 21 acres from the Light Industrial Comprehensive Plan Future Land Use map designation.
- **Garner** considered the City opened the door when the Treasure Valley Marketplace and the hospital were approved for those locations.
- **Miller** noted the hospital would be going forward with their plans to the east being fully aware of the Amalgamated Sugar Company facilities next door.

Kehoe motioned and Kropp seconded to close public hearing. Motion carried.
0 Cherry Lane (5 parcels totaling 33.08 acres), for The Land Group, representing St Luke’s Regional Medical Center, Ltd, subject to:

General:
1. At time of development of the site, the developer shall extend all public utilities to and through the site in accordance with current City Policy and Master Plans. These improvements will include, but not be limited to:
   a) Sewer main and service(s)
   b) Water main and service(s)
   c) Pressure Irrigation
   d) Storm drainage – both on and off-site.
   e) Gravity Irrigation – Either continued delivery to, or wastewater from adjacent properties.
2. Granting of any access or facility easements for and to the City of Nampa and any other utility company or jurisdictional entity as necessary, for the operation and maintenance of any utility existing, proposed, or relocated with the development of this site.
3. Abandonment of any existing domestic well or septic systems will be accomplished under the guidelines established by:
   a) Domestic Well – the Idaho Department of Water Resources.
   b) Septic Systems – Southwest District Health Department.
   c) Copies of all related documents certifying the well and septic systems have been abandoned shall be forwarded to the City of Nampa Engineering Division for the project files.

Access and Right-Of-Way:
1. With Development of the property, access points will be required to meet the current adopted Access Management Policy.
   a) East Cherry Lane – Functional Classification is an arterial. Annexation will only be required to the prescriptive right-of-way of East Cherry Lane.

Motion carried.

Public Hearing No. 3:
Kehoe motioned and Kropp seconded to recommend to City Council Annexation and HC zoning for property located at 0 Cherry Lane and 0 Ten Lane, two parcels totaling 21.511 acres for The Land Group, representing St Luke’s Regional Medical Center, Ltd, subject to:

General:
1. At time of development of the site, the developer shall extend all public utilities to and through the site in accordance with current City Policy and Master Plans. These improvements will include, but not be limited to:
   a) Sewer main and service(s)
   b) Water main and service(s)
   c) Pressure Irrigation.
   d) Storm drainage – both on and off-site.
   e) Gravity Irrigation – Either continued delivery to, or wastewater from, adjacent properties.
2. Granting of any access or facility easements for and to the City of Nampa and any other utility company or jurisdictional entity as necessary, for the operation and maintenance of any utility existing, proposed, or relocated with the development of this site.
3. Abandonment of any existing domestic well or septic systems will be accomplished under the guidelines established by:
   a) Domestic Well – the Idaho Department of Water Resources.
   b) Septic Systems – Southwest District Health Department.
   c) Copies of all related documents certifying the well and septic systems have been abandoned shall be forwarded to the City of Nampa Engineering Division for the project files.

Access and Right-Of-Way:
3. With Development of the property, access points will be required to meet the current adopted Access Management Policy.

   a) East Cherry Lane – Functional Classification is an arterial. Annexation will only be required to the prescriptive right-of-way of East Cherry Lane.

Motion carried.

Public Hearing Item No. 4:
Annexation and Zoning to RS-7 (Single Family Residential – 7,000 sq ft) at 0 Northside Blvd, and Subdivision Preliminary Plat Approval for 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 – 218 Single Family Residential Detached lots and 12 Common Lots on 63.50 acres, or 3.48 dwelling units/gross acre) for Trilogy Idaho – Corey Barton (ANN-00111-2018 and SPP-00038-2018). ACTION ITEM

Chairman McGrath proceeded to public hearing.

Kent Brown of 3161 E Springwood, Meridian – representing the applicant:
- Mr Brown considered that with the proximity to the school on the east side of Northside Blvd, it would be a good location for a residential development.
- The sewer lift station, added Mr Brown, was just around the corner to the subject property and therefore it would make sense for the proposed development to be coming before the Planning Commission for approval.
- According to Mr Brown, the City had been looking for a pathway along Mason Creek and the proposed development was located adjacent to Mason Creek, on the north side of the creek.
- Mr Brown indicated the pathways and open space proposed for the development, which would then connect to a City regional pathway and would make for a nice amenity within the development.
- Staff, explained Mr Brown, has recommended the applicants work with the City and the Highway District to make a safe pedestrian connection to the school on the east side of Northside Blvd.
- The proposed subdivision, stated Mr Brown, complied with the RS-7 zoning district and the 8,025 sq ft average lot size. There would also be some smaller lots, as allowed, under the RS-7 zoning district, located closer to the center of the development.
- The Kinghorn Place Subdivision, continued Mr Brown, would complement the Hartland Subdivision, already approved for the east side of Northside Blvd.
- In response to a question from Chairman McGrath, Mr Brown discussed the proposed school crossing to East Canyon Elementary School. Mr Brown stated City Engineer Badger has a recommendation for that crossing, and the applicant has already agreed to provide that crossing per the City Engineer’s requirements.
- Kehoe inquired about the price range for the subdivision and Mr Brown responded the price range would be approximately $250,000 to $350,000.

Senior Planner Watkins:
- Watkins stated the Kinghorn Place Subdivision had requested annexation with an RS-7 zoning designation, and Preliminary Plat approval for a 218 residential and 12 common lot development.
- The property, continued Watkins, was currently contiguous to existing City limits to the east.
- Emergency services and utilities were available to the subject property, reported Watkins.
- The request for RS-7 zoning designation met the intent of the Comprehensive Plan Future Land Use designation of Medium Density Residential, proposing 3.4 dwelling units per acre for the subdivision.
- According to Watkins, the Preliminary Plat layout also met the RS-7 zoning requirements pertaining to the minimum allowable square footage for the lots, and for also for the overall average available square footage of 8,000 sq ft.
- Watkins stated the proposed plat met the Code requirements for lot width, depth and frontage improvements.
- The location of the proposed Kinghorn Place Subdivision in proximity to East Canyon Elementary School would promote a walkable environment, and access to greenbelts and the school.
- Watkins indicated the revised Staff Report, with the adjustment to the lot count in order to meet the overall lot average. Watkins also noted the Engineering Division memorandum received today.
• Watkins reviewed the Staff Report and recommended conditions of approval.

Chairman McGrath proceeded to public testimony.

**Ton Walsh of 1485 N Eagle Creek Way, Eagle – In favor**
• Mr Walsh advised he was the developer of the 53 acre, 158 lot, Hartland Subdivision, directly east, on the east side of Northside Blvd.
• Mr Walsh stated he was in favor of the proposed Kinghorn Place Subdivision, and noted it appeared to be well designed with larger lots.
• According to Mr Walsh he had been contacted regarding participating with the Kinghorn Place Subdivision developer to provide a safe crossing for the children to the East Canyon Elementary School.
• Mr Walsh stated they had agreed, in writing, to participating in the school crossing, and sharing the costs with the Kinghorn Place Subdivision developer.
• Mr Walsh discussed the easements for the water line from the Ridgevue High School on Madison Rd, directly west and then down through the Hartland Subdivision property, adjacent to the subject property, and added they would work in conjunction with the Kinghorn Place Subdivision developer.
• The sewer line, added Mr Walsh, would come up from the Purdam facility, across the frontage of both the Hartland Subdivision and Kinghorn Place Subdivision properties.
• The price range for the Hartland Subdivision, continued Mr Walsh, would be $350,000 to $450,000 so would not be in direct competition with the Kinghorn Place Subdivision.
• The proposed subdivision, suggested Mr Walsh, would add to the tax base.
• Mr Walsh reviewed the phasing for construction for the Hartland Subdivision.

**Melodee Barrus of 18189 Northside Blvd, Nampa – Opposed:**
• Ms Barrus stated her 23 ½ acre farm was located on the northwest corner of Ustick and Northside Blvd.
• Her family, continued Ms Barrus, purchased the property 44 years ago and has lived there ever since.
• Ms Barrus added that she personally had lived in the 117 year old farmhouse for almost 13 years because she liked the clean air, quality of life and quiet location.
• Ms Barrus voiced concern regarding the subdivision location right on her north property line.
• She had animals, chickens and roosters that crow at 4:00 a.m., reported Ms Barrus, and questioned how that would impact the neighbors right along her property line.
• According to Ms Barrus, the proposed subdivision should have a berm, trees or park along her whole property line.
• Ms Barrus also voiced concern regarding difficulty getting out of her driveway or making a left turn due to the traffic from the proposed Kinghorn Place Subdivision, and the Hartland Subdivision on the east side of Northside Blvd.
• The impact on Mason Creek, the air quality and the water quality were also discussed by Ms Barrus, as well as dogs and people coming on to her property from the adjacent subdivision.
• Ms Barrus questioned if there would be an impact to her irrigation ditch for her farmland.
• Ms Barrus inquired the location of the proposed subdivision entrances and Chairman McGrath stated there was one entrance on to Northside Blvd and two on the north to Spruce St.
• Ms Barrus voiced concern regarding the future 5G Network coming in next year and the health impacts involved from small cell storage and radiation that would be located in front of every two or three houses.
• Would Northside Blvd be widened, inquired Ms Barrus, and would there be a traffic light or a roundabout at Ustick Rd and Northside Blvd.

**Kent Brown:**
• Mr Brown stated he was not familiar with 5G.
• Kehoe stated he had recently read an article regarding 5G but there was nothing in the article about adverse side effects.
• According to Mr Brown, there would be a fence along the southerly boundary of the subject property, being the rear yards of the homes on the southerly boundary and considered the south facing yards would be more of a buffer to the property to the south.
• There would also be a note on the plat regarding the Right to Farm for adjacent properties.
• The Irrigation District, added Mr Brown, would not permit a fence across the ditch on the southern boundary.
• Mr Brown suggested it was an ideal location for a residential development to be near an existing school that has been there all by itself for a long period of time, and would be a good mix with the neighboring Hartland Subdivision.

• **Chairman McGrath** inquired about the school crossing between the proposed subdivision and the elementary school, which would be a big change for Northside Blvd.
• **Badger** stated it would be similar to the Rapid Rectangular Flashing Beacons that were installed for the East Valley Middle School on E Greenhurst Rd.
• Badger advised that crossing would typically comprise a street light, and flashing beacons activated by pedestrians. There was already an existing speed zone there for the school, continued Badger, during school drop-off and pick-up times. It would then be an additional warning beacon for the pedestrian traffic crossing Northside Blvd and would be a standard for this type of crossing on an arterial.
• In response to a question from **Chairman McGrath** regarding road improvements, **Badger** reported the Traffic Impact Study requirements would be for southbound and northbound left turn lanes at the N Marigold St entrance. The developer would not be required to mitigate the existing background traffic existing at Northside Blvd and Linden and Ustick and Linden, added Badger
• **Kehoe** inquired about the concerns with 5G brought up by Ms Barrus.
• **Badger** replied the City has had conversations with a number of carriers and at this point they are not looking to going into any residential areas. They would be focused more in the downtown areas with a higher density of users, and would not anticipate a high demand for small cells within residential neighborhoods such as the Kinghorn Place Subdivision.
• **Kirkman** inquired how the speed limit could be reduced on Northside Blvd and similar roads with schools. **Badger** stated the data was taken from radar tracking over a period of time to calculate the 85th percentile speeds. The other obvious factors, continued Badger, would be schools with a reduced speed zone, crash history, etc.
• Badger discussed additional criteria and timing for establishing speed zones.

**Miller motioned and Kirkman seconded to close public hearing. Motion carried.**
• **Van Auker, Jr** considered the developer had done a nice job with the land, open space and pathways, and the school across the street. Van Auker, Jr stated he was in support of the annexation and RS-7 zoning for the proposed Kinghorn Place Subdivision, and noted the elementary school across the street and Ridgevue High School already in place to the east.

**Annexation and Zoning to RS-7:**
Van Auker, Jr motioned and Kropp seconded to recommend to City Council Annexation and RS-7 zoning for 63.50 acres at 0 Northside Blvd, on the south side of Spruce Street, on the west side of Northside Blvd, for Trilogy Idaho – Corey Barton, subject to:
1. Generally: The Developer/Development shall comply with all requirements imposed by City agencies involved in the review of the matter.
Motion carried.

**Kinghorn Place Subdivision Preliminary Plat:**
Van Auker, Jr motioned and Miller seconded to approve the Preliminary Plat for Kinghorn Place Subdivision, for 218 Single Family Residential Detached Lots and 12 common lots at 0 Northside Blvd, on the south side of Spruce Street, on the west side of Northside Blvd, for Trilogy Idaho – Corey Barton, subject to:
1. Generally: The Developer/Development shall comply with all requirements imposed by City agencies involved in the review of the matter, including, specifically, the following:
2. Requirements imposed by the Nampa Engineering Division in their memorandum dated February 12, 2019, authored by Daniel Badger.
3. Work/Partner with the City on installation of a crosswalk treatment (extent of treatment to be determined by the Nampa Engineering Division) located at the proposed Marigold Street location.
4. Make necessary street name corrections as listed in a February 6, 2019 e-mail printout from the Nampa City Engineering Division, GIS Section, authored by Alex Main.

5. Dedicate an area 20 ft from the top of bank along the north side of Mason Creek, within the Common Lot 13, Block 1 to the City of Nampa and emplace a pathway within said area, per a January 9, 2019 e-mail printout from the Nampa Parks Department authored by Cody Swander.

6. A 5 ft wide pathway connection is to be provided from Fern Leaf Way to the 12 ft pathway along Mason Creek through the open space located in Lot 13, Block 1, adjacent to Lot 25, Block 1, as noted in the memorandum from the Planning and Zoning Department, authored by Doug Critchfield on February 6, 2019.

7. Recognize easements in place for Pioneer Irrigation and Bureau of Reclamation as per the January 14, 2019 letter from Pioneer Irrigation authored by Mark Zirschky.

8. 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.

9. Prior to filing for a Final Plat approval for any portion of the Project, the 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 a revised Preliminary Plat plan set that shall be remitted to the City.

Motion carried.

Meeting adjourned at 9:32 p.m.

Norman L Holm, Planning Director ________________________________________________
Mayor Kling called the meeting to order at 4:00 p.m.

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

Overview
Nampa’s current Comprehensive Plan was adopted in 2012 after a more than two-year process which involved over 300 residents. Much of the plan is likely still applicable, but with continued growth, it is time for a complete review. The comprehensive plan review will focus on updating data, changing the horizon year to 2040 to match other plans, reviewing the existing 739 strategies, and examining the future land use map to make sure that the plan is still relevant. The Comprehensive Plan Advisory committee will be the primary body tasked with reviewing the plan and with making recommendations to the Planning and Zoning Commission and City Council. The broader community will also be involved through a Boise State University Survey, open house and other opportunities.

The fourth Comprehensive Plan Advisory Committee meeting was held on Thursday, February 21, 2019 from 4-6 p.m. at Nampa City Hall Council Chambers (411 3rd St S). Forty-three (43) people signed into the meeting. This document outlines the meeting content and outcomes.

Presentation
After an introduction by Mayor Kling, City of Nampa Planner II Doug Critchfield briefly reviewed information from feedback at the previous meetings.
Shannon McGuire, Chief Empowerment Officer of Spark! Strategic Solutions, summarized the process thus far in revisiting the City’s vision, mission, core values and focus areas and asked for feedback from the committee.

Group Discussion
Shannon McGuire, Chief Empowerment Officer of Spark! Strategic Solutions, facilitated a group exercise. Committee members were asked to discuss thoughts around the mission, vision, core values and focus areas.

Report-Out Comments from Group Discussion:

Round 1
Groups were asked to review the strategy map and provide their feedback (what do they like, not like, what’s missing, etc.)

Group represented by Marjorie Potter, Salvation Army

- Thought mission statement is too long; not user friendly. City of Nampa: a safe and healthy community where people prosper. Some people may not understand what free market principles were; hard to remember.
* Core Values: the word teamwork seems weak; prefer innovative. Excellence as a core value; collaboration instead of teamwork sounds better.
* Focus Areas: focus on individuals and people (we want to be more than an industrial city).

**Group represented by David Peterson, citizen**
* Mission: incentive referred to monetary incentive; think City folks are easy to work with. Questioned free market and how it aligned with mission statement.
* Teamwork: means two different things. Thinks the Mayor expects city folks to work together; also thinks teamwork involves the citizens and city staff (city can’t function in a vacuum.)
* Core values: servant leadership resulted in confused leadership.
* Infrastructure: an ease of process. As a citizen and consultant.

**Group represented by Heidi Rahn and Mari Ramos, Nampa School District**
* Vision statement: has a lot of grit and integrity within in; start with Nampa promotes. Give a vision that’s actionable.
* Mission: wondered about free market incentive as well as the independent piece of it.
* Core Values: wondered about teamwork; suggest adding more grit. Continuity, partnership…add something else.
* Focus areas: great; nothing to be added.

**Group represented by Deb Curry, citizen**
* Purpose statement: only internal or external.
* Mission and vision: neither mission or vision but not future looking. Both need to be reworked.
* Core values: Looked pretty good. Servant leadership: is this covering good customer service? Instead of teamwork use collaboration (to incorporate more people)
* Focus Areas: fine but one focus area is missing: culture. What’s the Nampa culture? Suggest that be a focus.

**Group represented by Norm Holm, City of Nampa**
* Purpose statement: thought it was good.
* Core Values: well stated.
* Simplify mission and vision so people can remember.
* Group had lengthy discussion about economic development and new development coming to town.

**Group represented by Jeff Barnes, City of Nampa**
* Safe and healthy community statement: not terribly motivating (but activating)
* No mention family or businesses (entrepreneur)
* Didn’t discuss mission and vision a lot but suggested summarizing so it’s more memorable.
* Promote industrial development; urban renewal strategies; downtown area and 11th Ave Corridor.
* Liked teamwork
• Liked focus areas
• Focus on what we can do (verses what we can’t do)
• Discussed barriers to infill development (cost to bring things up to code; possible language barrier; educate people on where to go and the process)

ROUND 2 –

**Groups reported on discussion around 27 strategic areas (what’s working, what’s not working)**

*Group represented by Deb Curry, citizen:*
  • 1-5: economic development
  • 6-17: fall under livability including culture and housing.
  • 20-27: infrastructure
  • 27 is too many to group together to work on in a unit.
  • How will these strategies be made measurable?
  • Verbs such as encourage/promote are too general; what does that mean?

*Group represented by Margorie Potter, Salvation Army:*
  • “Ditto” to previous groups
  • Think the people aspect is missing
  • Didn’t think library covered very well
  • Could be a lot shorter/combined together

*Group represented by Jordan Baker, citizen:*
  • Not a lot to add
  • It’s been a pleasure to hear from groups
  • A couple of objectives and then we could organize subcategories underneath.
  • Objectives and strategies as it relates to environment and use of our resources.
  • Library and bike path are represented but Nampa Rec Center/Parks & Rec not well represented

*Group represented by Daniel Badger, City of Nampa:*
  • #19: timing response for materials was an odd inclusion
  • Some comments including Constructing/providing housing aren’t necessarily part of the city’s responsibility
  • Heavy on bicycle strategies but not inclusive of some other strategies to increase/fund infrastructure
  • Condense into smaller groups

*Group represented by Jeff Barnes, City of Nampa:*
  • Summarize more (hard to summarize this many)
  • Had good discussion on infill #10; what about infill downtown?
  • Love livability and housing (more energizing)
  • Transfer highlights to front sheet
• Reviewed vision statement. The word prosperity and opportunity came out.
• Community design and style of the community
• “Excellence” came up in some of the planning
• Safety – is that public safety? Transportation, where we put the roads
• Indian Creek pathway came up

Group represented by Norm Holm, City of Nampa:
• Hard to classify into focus areas
• First 10 focus on economic development
• Out of 10, eight fell into a high priority status
• The second page, we peeled down six of them as high priorities
• On the third page, five fell into high priority (related to infrastructure)
• How to move forward it a little awkward.
• A comment of including tourism was also submitted as something that was omitted/missing in the process.

Closing & Next Steps
Shannon commented there would be a presentation before Council in October and there is an option to reconvene the committee in September after Mayor Kling goes on listening tours within the community this summer.

One committee member suggested to provide materials to review online before reconvening in September so they could come prepared with suggestions.

Shannon commented the strategic priorities would be refined and time bound (short-, mid-, long-term) when presented to council.

Mayor Kling asked for committee’s feedback on their desire to have a meeting in March or if they would like to wait until after the listening tours and meet in September, prior to the Nampa City Council presentation. Mayor Kling commented the goal is to be systematic in getting it done. Committee responded they were okay with omitting the March session and meeting again in September.

Mayor summarized the priorities of safety, infrastructure and economic development are themes that have come up multiple times through various processes.

Mayor Kling welcomed the committee to reach out to the Mayor’s office if they belonged to an HOA who would like to be part of the listening sessions this summer. Mayor Kling also invited the committee to come to the State of the City on March 20.

Committee members were thanked for their participation and asked to complete comment sheets.
<table>
<thead>
<tr>
<th>#</th>
<th>General Comments</th>
<th>Response</th>
</tr>
</thead>
</table>
| 1 | Please let us know if you have any comments or suggestions regarding the meeting format, future land use designations or strategic priorities? | “Livability” encompasses the very important but intangibles that cause people to say I want to live here – I am glad I live here. Things like beautiful parks, public transit that is convenient and frequent, presence of entertainment options, jobs near home, attractive affordable housing. 

The strategy map is a good map for staff and city employees but it’s pretty dry and unexciting. Livability is what people “get” (understand). Everything on the map is vital and important to residents but doesn’t necessarily answer the question, "What makes people want to live in & visit Nampa?"

What is unique about Nampa?

Why doesn’t Nampa have a tourism agency, committee or department? | Thank you for leaving comments from the Comprehensive Plan Advisory Committee yesterday. We value your feedback and input. 

As a quick FYI, the City of Nampa sits on the Nampa Chamber’s tourism committee. The chamber is the official entity who is eligible to receive grants from the Idaho Department of Commerce’s tourism division. The City of Nampa has a Venue Management Advisory Committee which does discuss tourism opportunities. 

Thank you again and have a great weekend. |
| 2 | City of Nampa: a safe a healthy community where people prosper. 

Mission statement is too long. Not user friendly. Somewhere in between (prosperity statement and mission) would be better. 

Core Values-teamwork seems weak. 

Maybe-innovative? Instead 

Excellence should be a core value. 

Collaboration instead of teamwork. 

Focus areas-people or individual should be the primary purpose (primary purpose seems a little sterile). | Contact information not provided. |
Passed this 4th day of March 2019.

____________________________________
MAYOR

ATTEST:

____________________________________
CITY CLERK
Recommended for Public Hearing:

1. Proposed Nampa City Code Text Amendments to Sections of Nampa City Code Titles 6, 7, 9 and 10 as follows: (ZTA-00009-2019)
   1) Amendment of Title 6, Chapter 2, Section 20, pertaining to Canine Licensing.
   2) Amendment of Title 7, Chapter 2, Section 16, pertaining to parking of vehicles in specified places.
   3) Amendment of Title 9, Chapter 1, Section 9, pertaining to the parking of an "unauthorized dwelling unit" on public rights-of-way(s).
   5) Amendment of Title 10, Chapter 1, Section 5, regarding conformance of projects to entitlements issued.
   6) Amendment of Title 10, Chapter 1, Section 18 regarding vision triangles.
   7) Amendment of Title 10, Chapter 1, Section 19 refining existing standards for self/mini-storage projects in RP and BN Zones.
   8) Amendment of Title 10, Chapter 2, Section 10 regarding requests for reconsideration.
   9) Amendment of Title 10, Chapter 3, Section 2 regarding professional offices, medical/dental offices and non-professional/non-medical office types.
  10) Amendment of Title 10, Chapter 4, Section 5 correcting GB 2 Zone regulations for minimum property size relating to non-multiple family dwellings.
  11) Amendment to Title 10, Chapter 4, Section 9 clarifying required development improvements, landscaping requirements, and eliminating a berming requirement and landscaping code relevant to the railroad in the GB 2 Zone.
  12) Amendment to Title 10, Chapter 4, Section 10 requiring enclosures for trash receptacles.
  13) Amendment of Title 10, Chapter 8, Section 5 to include a limited number of varying refinements.
  14) Amendment to Title 10, Chapter 8, Section 6 to add a RS4 zoning designation with associated standards.
  15) Amendment of Title 10, Chapter 15, Section 9 deleting definitions being moved to Title 10, Chapter 1, Section 2.
  16) Amendment of Title 10, Chapter 15, Section 6 deleting and revising references to definitions.
  17) Amendment of Title 10, Chapter 16, Section 11 regarding trash enclosure screening.
  18) Amendment of Title 10, Chapter 21, Section 3 pertaining to the number of dogs kept on a property in coordination with contemplated changes to Title 6, Chapter 2, Section 20.
  19) Amendment of Title 10, Chapter 22, Section 4 to clarify parking requirements for multi-structure developments.
  20) Amendment of Title 10, Chapter 22, Section 5 to clarify provisions pertaining to Site Improvement Permits.
  21) Amendment of Title 10, Chapter 22, Section 6 to clarify requirements appertaining to the P-2 parking district, single-family dwellings, two through multiple-family parking requirements, and offices.
  22) Amendment of Title 10, Chapter 22, Section 7 eliminating loading space [docks] unilateral installation requirement.
23) Amendment of Title 10, Chapter 23, Section 2 to add definitions.
24) Amendment of Title 10, Chapter 23, Section 8 to address abandonment of billboard signs.
25) Amendment of Title 10, Chapter 23, Section 20 to allow two subdivision identification signs per entry.
26) Amendment of Title 10, Chapter 24, Section 2 to improve grammar.
27) Amendment of Title 10, Chapter 25, Section 15 repealing and re-enacting the section to improve formatting and grammar, clarify scope and effect of modifications to CUP.
28) Amendment of Title 10, Chapter 27, Section 2 providing requirements for filing of applications to re-plat or convert common lots.
29) Amendment of Title 10, Chapter 27, Section 4 respecting master communities, infill developments, RS 4 developments, new requirements for infill and standard subdivisions (including in RS 4 Zones), qualifying regulations for “infill” subdivisions, short plat allowance and effectiveness clarifications.
30) Amendment of Title 10, Chapter 27, Section 6 path/bikeway inter and intra-connectivity requirements.
31) Amendment of Title 10, Chapter 27, Section 12 regarding correcting or amending plats including situations affecting common properties.
32) Amendment of Title 10, Chapter 29, Section 3 clarifying manufactured home dimension requirements and adjusting grammar.
33) Amendment of Title 10, Chapter 33, Section 4 to authorize the City Forester to participate in and reviewing commercial plans submitted to the City for permit(s).
Street Division  
**Purchase of Chip and Fog Sealing Oils**  
*(Reviewed and Approved by Legal Counsel)*  
*(As Approved in Fiscal Year 2019 Budget)*  

- Public Works Street Division proposes to place 525 tons of CRS-2R (chip sealing oil) and 175 tons of CSS-1H-DIL (fog sealing oil) on City roadways

- The chip and fog sealing process will be applied after all patching and crack sealing is completed in June 2019

- Estimated cost for the purchase of chip and fog sealing oils is $327,000.00. Staff requests the expenditure be made through the piggyback bidding process

- Sealing activity will correlate with the East Greenhurst Road rebuild project, and Public Works Asset Management Program maintenance in Zones D1 and D2

- As per Idaho Code 67-2803(1), the piggyback process allows any governmental agency to use the bid of another governmental agency to establish the price for procurement, provided the initial process satisfied the public bidding rules and the supplier is willing to honor the price

- Idaho Asphalt Supply, a liquid oil distributor, was awarded the Power County Highway District contract through a bid process (see Exhibit A)

- The selected distributor states it will honor the same pricing for the City of Nampa

- This approved expense will be funded from the fiscal year 2019 Street Division chip seal budget of $808,000. The chip seal budget item includes chip seal crushed aggregate, oil, thermoplastic pavement markings, crack sealant and equipment rentals for both arterial and local roadways. The fiscal year 2019 chip seal crushed aggregate contract was awarded in September 2018 in the amount of $115,200

**REQUEST:** Authorize piggyback purchase of chip and fog sealing oils from Idaho Asphalt Supply, at an estimated cost of $327,000.00, for Street Division.
Notice for Purchasing, Transporting and Spreading of Asphalt 2019

Notice is hereby given that the Power County Highway District will hold a bid opening at 3090 Lamb Weston Road in American Falls, Idaho on February 11, 2019 at 5:05 p.m., at which time bids covering the following item will be publicly opened and read:

**Purchasing, Transporting and Spreading of Asphalt 2019**

Complete contract documents, including specifications and requirements are available upon request from the Power County Highway District at 3090 Lamb Weston Road, American Falls, Idaho - Phone number (208) 226-2661 between the hours of 8 a.m. to 5 p.m. - Monday through Thursday. All communications relative to the work and bid are to be directed to the Road Oil District Supervisor, Bill Curry, at (208) 221-2665.

Bids will be received until 5:00 p.m. on February 11, 2019. All bids sent by mail shall be addressed to the Power County Highway District, P.O. Box 513, American Falls, Idaho 83211, % Commissioner - Chairman, and shall be clearly marked **Purchasing, Transporting and Spreading of Asphalt 2019 Bid Opening**.

The Power County Highway District Commissioners reserve the right to reject any or all bids or to award to the bidder as determined to be in the best interest of Power County Highway District. All bidders are expected to familiarize themselves with the requirements of Chapter 40, Title 31 of the Idaho Code as amended covering bidding, bidder's security and expenditures by the County. Five percent (5%) bidder's security is required to be included with the bid.

ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF POWER COUNTY HIGHWAY DISTRICT BECAUSE OF SUCH REJECTION AND THE FILING OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

PUBLISHING DATE: January 23rd, 2019 and January 30th, 2019
BID OPENING: February 11, 2019
<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
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<tbody>
<tr>
<td>1.</td>
<td>MC-500</td>
<td>160</td>
<td>Ton</td>
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<td>2.</td>
<td>MC-800</td>
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<td>Ton</td>
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<td>3.</td>
<td>CRS-2</td>
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<td>$68,250.00</td>
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<tr>
<td>5.</td>
<td>CSS-1 Dilute 50/50</td>
<td>24</td>
<td>Ton</td>
<td>$390.00</td>
<td>$9,360.00</td>
</tr>
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</table>
OWNER’S RIGHTS RESERVED

The Power County Highway District Commissioners reserve the right to reject any or all bids or to award to the bidder as determined to be in the best interest of Power County Highway District.

SPECIFICATION

All asphalt materials must meet the specifications outlined in the most recent Idaho Transportation Department’s “Standard Specifications for Highway Construction” and must meet the most current ASTM standards for the specific material being delivered. The County may, at its discretion, randomly sample any or all loads to determine specifications compliance.

PENALTY

A penalty of twenty five percent (25%) of the total purchase price will be deducted from each LOAD not meeting specifications.

BIDDING RESPONSIBILITIES

The Bidder has carefully examined the specification and contract documents and also understands that all materials and services called for shall be for the bid price.

The Bidder will bill the different entities directly for any of the liquid asphalt and transportation ordered independently.

PIGGYBACK

The Bidder recognizes and agrees that this bid is available to other government agencies in accordance with Idaho Code. Counties, Cities, Highway Districts may piggyback on this bid for the period of 45 days from the date of the bid opening to the changing nature of the oil prices.

BID

The Bid is broken into sections. The product price is listed as Free on Board (FOB). The prices quoted are the product at Blackfoot, ID (you choose). If you bid on the freight, it is understood that the freight will be delivered anywhere in Power County. It is further understood that the freight price will be adjusted for each agency piggybacking off this bid. The spreading cost is a separate line item that may be used if needed. If there are additional or hidden costs, they must be disclosed at this time. The County has an option of accepting or awarding individual products, or segregating the bid by purchasing the oils, transportation, or spreading of the oil separately based upon the line item total from a Bidder for each agency.

TRANSPORTATION BID

Delivery fee per ton delivered to Power County $24.30/ton.

Bidder must attach an explanation discussing fuel surcharge rates and how they will be applied or transportation of the material.

SPREADING BID

Spreading fee per ton of oil $36.00/ton. PLEASE SEE ATTACHED FOR INCIDENTAL CHARGES.
ASPHALT BID ITEMS

Product Only: FOB Location Blackfoot, ID (you choose)
Prices do not include freight and is the price per ton on doc.

<table>
<thead>
<tr>
<th>Asphalt Type</th>
<th>$/Ton on Dock</th>
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<tbody>
<tr>
<td>MC-500</td>
<td>$ 655.00</td>
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<tr>
<td>MC-800</td>
<td>$ 625.00</td>
</tr>
<tr>
<td>CRS-2</td>
<td>$ 445.00</td>
</tr>
<tr>
<td>Quickseal 50</td>
<td>$ 390.00</td>
</tr>
</tbody>
</table>

ALTERNATIVE ASPHALT BID ITEM

If the bidder has a product that is not on the Asphalt Bid item listed above and would prefer to bid a product for piggyback purposes, the Bidder may place this below.

Product Only: FOB Location Blackfoot, ID (you choose)
Prices do not include freight and is the price per ton on doc.

<table>
<thead>
<tr>
<th>Asphalt Type</th>
<th>$/Ton on Dock</th>
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</thead>
<tbody>
<tr>
<td>MC-250</td>
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<tr>
<td>SC-800</td>
<td>$ 625.00</td>
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<tr>
<td>MC-3000</td>
<td>$ 605.00</td>
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<tr>
<td>CMS-2</td>
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<tr>
<td>CMS-2P</td>
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<td>$ 470.00</td>
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<td>HFE 300</td>
<td>$ 500.00</td>
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</table>

SIGNATURE

By signing this bid, the Bidder acknowledges that they have carefully checked all of the above figures, have read and understand all the accompanying bid documents and specifications and understands that Power County and/or any other officer thereof will not be responsible for any errors or omissions on the part of the undersigned submitting the bid.

Firm's Name  Idaho Asphalt Supply, Inc.

Address  75 N 550 West  Blackfoot, ID 83221

Authorized Representative Signature

Print Name  Adam Ackerman

Title  Regional Sales Director

Date  February 11, 2019
February 11, 2019

COMMISSIONERS OF POWER COUNTY HIGHWAY DISTRICT
3090 Lamb Weston Road
American Falls, ID 83211

RE: Attachment to the "Purchasing, Transporting & Spreading of Asphalt 2019" bid offering.

- All quotes will remain firm for the 2019 Road Oil season.
- All quotes are based on 30-ton minimum loads.
- Unloading time: 3 hours free, $100.00/hour thereafter.
- Overnight holdover: $350.00 per night.
- Returned oil will be billed at full freight to the job-site and ½ freight rate for returned product.
- Restocking charge for returned product: $250.00.
- Credit not given for anti-strip, altered or diluted products.
- Large distributor spreading charge: $36.00/ton or $250.00/hour whichever is greater, $1,500.00 Minimum Charge.
- Small distributor spreading charge: $250.00/hour portal to portal. $1,500.00 Minimum Charge.
- Truck hold fee for each truck placed on hold at the plant by the customer in excess of two hours, $100.00 per hour.
- Fuel surcharges will be assessed once the "e.i.a. Weekly Retail On-Highway Diesel Price" meets and exceeds $2.65/gal. A schedule is attached.
- The Power County Highway District will receive two invoices. One from Idaho Asphalt Supply, Inc. for the asphalt products (emulsions and cutbacks), the other from Johnny B. Transport for freight and distributor services.
- Idaho Asphalt Supply, Inc. reserves the right to "piggyback" at its sole discretion based on asphalt availability and the provisions in accordance with Idaho Code.
- Due to the volatile nature of the asphalt market, Idaho Asphalt Supply, Inc. will not offer awarded prices after April 8, 2019.

Sincerely,

Adam Ackerman
Regional Sales Director
### Rocky Mountain Area

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### Fuel Surcharge Schedule & e.i.a. Weekly Retail On-Highway Diesel Prices

Rate Schedule Basis ($/Gallon): $2.65

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February 12, 2019

Idaho Asphalt Supply, Inc.
Adam Ackerman
P.O. Box 50538
Idaho Falls, Idaho 83405-0538

Dear Adam,

Thank you so much for submitting your Road Oil Bid to the Power County Highway District. We are pleased to announce that you are the successful bidder this year. As always we appreciated your submission and look forward to working with you this year.

Sincerely,

Gina M. Glascock
District Clerk
pocohwy@co.power.id.us
Street Division
Purchase of Pavement Marking Traffic Paint
(Reviewed and Approved by Legal Counsel)
(As Approved in Fiscal Year 2019 Budget)

- Public Works Street Division proposes to paint all marked roadways within City limits. Painting activities include restriping, crosswalks, bicycle lanes, stop bars, and arrows

- This activity also correlates with Public Works Asset Management Program, Zones D1 and D2

- Estimated cost for the purchase of pavement marking traffic paint is $66,430.00. Staff requests the expenditure be made through the piggyback bidding process

- As per Idaho Code 67-2803(1), the piggyback process allows any governmental agency to use the bid of another governmental agency to establish the price for procurement, provided the initial process satisfied the public bidding rules and the supplier is willing to honor the price

- Ozark Materials LLC, a traffic paint distributor, was awarded the Ada County Highway District contract (TO19-01) through a bid process this fiscal year for $9.49 per gallon for yellow traffic paint and $9.49 per gallon for white traffic paint (see Exhibit A)

- The selected distributor states it will honor the same pricing to the City of Nampa

- This approved expense will be funded from the fiscal year 2019 Street Division paint budget of $80,000

- 3,500 gallons of white, and 3,500 gallons of yellow traffic paint will be purchased for paint truck application

REQUEST: Authorize immediate piggyback purchase of 7,000 gallons of traffic paint from Ozark Materials LLC, contract TO19-01, at an estimated cost of $66,430.00, for the Street Division.
Ada County Highway District
3775 Adams Street - Garden City ID 83714-6447
Phone (208) 387-6100 - FAX (208) 387-6391
E-Mail: tellus@achdidaho.org
Web Site: www.achdidaho.org

2019 Traffic Paint
TO19-01

Contract Documents
September 10, 2018

Sara M. Baker – President
Rebecca W. Arnold – Vice President
Jim D. Hansen, Commissioner
Kent Goldthorpe, Commissioner
Paul Woods, Commissioner

Bruce S. Wong, Director
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<tr>
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<td>Section IV – Specifications</td>
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TRAFFIC PAINT PROCUREMENT

SECTION I
ADA COUNTY HIGHWAY DISTRICT

INVITATION TO BID

2019 Traffic Paint Procurement

Sealed bids for 2019 Traffic Paint Procurement will be received at the offices of the Ada County Highway District (ACHD), 3775 Adams Street, Garden City, Idaho, 83714, until 2:00 p.m. (local time) Wednesday, September 26, 2018 at which time the bids will be publicly opened.

This Invitation to Bid is also posted on the ACHD website found at http://www.achdidaho.org under Bids for Contract in the About ACHD, ACHD Information section, Contract Administration page, Materials and Equipment.

All questions or clarifications concerning this Invitation to Bid or the content and requirements of the Bid and Contract Documents must be submitted and received in writing by 4:30 p.m. on September 19, 2018. Address all written questions or clarification requests to: Karl Augustine, CPPB, Procurement and Contracting Administrator, Ada County Highway District, 3775 Adams Street, Garden City, Idaho 83714. In addition to mail service, questions or clarification requests may be submitted in writing by facsimile to 208-345-7650 or by email to procurements@achd idaho.org. ACHD will respond to questions and clarification requests requiring an addendum via a Final Addenda issued to all Bid Holders on or before 4:30 p.m. on September 20, 2018.

A Bid Holders List will be posted on the ACHD website found at http://www.achdidaho.org under Bids for Contract in the About ACHD, ACHD Information section, Contract Administration page, Materials and Equipment.

ACHD has prepared the Contract Documents and copies must be obtained from Karl Augustine, CPPB, Procurement and Contracting Administrator, Contract Administration Office, Ada County Highway District, 315 East 36th Street, Garden City, Idaho 83714, (208-387-6316). In addition, Contract Documents may be obtained by sending an email to procurements@achdidaho.org. ACHD offices are open Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m.

ACHD reserves the right to reject all proposals or reject any proposal not conforming to the intent and purpose of the Contract Documents whenever such action appears to be in the best interest of ACHD. Award of a contract pursuant to this procurement may be delayed, without penalty, for up to sixty (60) calendar days after the date of bid.

Dated: September 10, 2018

ADA COUNTY HIGHWAY DISTRICT

[Signature]

John Kirk, Deputy Director Engineering

Dates of Publication: September 10 and 17, 2018

TO19-01

INVITATION TO BID
TRAFFIC PAINT PROCUREMENT

SECTION II
INSTRUCTIONS TO BIDDERS
PROCEDURES FOR SUBMISSION OF BID PROPOSAL

1. MULTIPLE DOCUMENTS TO MAKE UP ENTIRE AGREEMENT

Sections I through V as well as the Invitation to Bid, taken together, shall make up the entire Agreement between the Ada County Highway District (ACHD) and the successful bidder. The bidder should carefully read and understand all these documents. By signing and submitting the Section III - Proposal, the successful bidder does herein agree to abide by the terms and conditions of the entire Agreement.

2. COMPLIANCE

The bid submitted must comply with the Specifications and the General Terms and Conditions included herein, and any addendum issued. Failure to comply will result in rejection of the bid as void and non-responsive.

3. BID SUBMITTAL

All Proposals must be submitted in a sealed Bid Envelope and clearly marked with the following label on the outside of the envelope:

Bidder Firm Name  
Bid/Procurement Title  
Bid Opening Date and Time  
Attention: Karl Augustine, CPPB,  
Procurement and Contracting Administrator

When a proposal is forwarded by the U.S. Mail or other delivery service, the sealed and labeled Bid Envelope shall be enclosed in Shipping Envelope and the Shipping Envelope shall be addressed as specified for the sealed Bid Envelope.

4. BID FORMS

Bidders must provide all information required in Bid Proposal and submit the Bid Proposal by the date and time specified. If supporting documentation is required, such documentation must be submitted with the response to this bid solicitation. If addenda have been issued in relation to the bid solicitation, bidders must acknowledge of all addenda. Failure to acknowledge these required documents will be a basis for rejecting the submission as non-responsive.

The bidder shall sign the bid proposal in the space(s) provided therefore. If the bidder is a corporation, the legal name of the corporation shall be entered together with the original signature of an agent authorized to sign contracts on behalf of the corporation. If the bidder is a partnership, the true name of the firm shall be entered together with the original signature of the partner(s) authorized to sign contracts on behalf of the partnership.

All blank spaces in the proposal form must be filled in, preferably in black ink or typewritten. No changes may be made in the phraseology of the forms nor may the bidder add any phraseology conditioning the acceptance of the award. In case of a discrepancy between unit and total prices, unit prices shall govern.
A proposal will be deemed unresponsive if it contains omissions, erasures, or alterations not initialed by the bidder signatory, additions of any kind, prices not called for, prices which are obviously unbalanced, or items which fail to conform to the conditions of the Invitation to Bid.

5. **INTERPRETATIONS OF QUANTITIES IN BID SCHEDULE**

The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. The scheduled quantities may be increased, decreased, or omitted. ACHD retains the right to place multiple orders throughout the duration of the agreement. Furthermore, ACHD may elect to extend the duration of the agreement.

6. **BID OPENING**

Bids will be opened at the date, time, and place specified in the Invitation to Bid. No person will be denied the right to be present during the bid opening process. Bids received by ACHD after the date and/or time specified will not be opened or considered and will be returned to the bidder.

7. **ELECTRONIC OR WRITTEN MODIFICATION OF PROPOSAL**

In all instances, a Bidder may modify their Proposal at any time prior to the scheduled closing date and time for the receipt of bids. However, under the circumstances below, the following requirements shall apply:

a. After having submitted a Proposal to ACHD, any Proposal modification shall be delivered to ACHD in writing. Such delivery may be by hand, mail, or electronic means. The Proposal modification shall be submitted on the Bidder's letterhead and signed by a representative of the Bidder who is authorized to sign the Contract Documents on behalf of the Bidder. The Proposal modification shall state the specific addition(s), subtraction(s), or other modification(s) clearly so that the individual prices, the total bid price, and/or terms will not be known by the ACHD until the sealed Proposal is opened. If the Proposal modification concerns cost, the written or electronic document must clearly state an adjustment to the unit price bid.

b. After having submitted a Proposal to ACHD, should an individual request in-person to modify a Bidder's Proposal, a written authorization on the Bidder's letterhead and signed by a representative of the Bidder having authority to sign the Contract Documents on behalf of the Bidder, must accompany the in-person Proposal modification which must be made in writing. In such circumstances, the Proposal modification shall state the specific addition(s), subtraction(s), or other modification(s) clearly so that the individual prices, the total bid price, and/or terms will not be known by the ACHD until the sealed Proposal is opened and, in instances that concern cost, the Proposal modification must clearly state the adjustment(s) to the unit price bid.

c. In circumstances where the Bidder submits a sealed Proposal that contains a hand written modification on the Proposal envelope or on an attached document, the modification must conform to the requirements of 7, a, above.

In all instances, Proposal modifications that are not submitted as required herein or that contain irregularities that make the Proposal incomplete, indefinite, or ambiguous will be rejected.

8. **WITHDRAWAL OF PROPOSAL**

Any bid proposal may be withdrawn prior to the scheduled date and time set for bid opening either by electronic or written request or in person by the bidder or their authorized agent. No bid proposal may be withdrawn after the date and/or time set for the bid opening.
9. **BID SECURITY**

If Bid Security is required, proposals must be accompanied by an original certified check, cashier’s check, or a bid bond (collectively referred to hereafter as “Bid Security”) issued by a surety authorized to issue such bonds in the State of Idaho, in the amount of five percent (5%) of the total amount of the proposal submitted. Failure to include an original Bid Security as required with the bid, and/or submission of photocopies or electronic versions, e.g. PDF, FAX, etc. of the Bid Security, will, if not waived per Item 26, render said proposal void and non-responsive.

10. **RETURN OF BID SECURITY**

If Bid Security is required, within 15-calendar days after award of the contract, ACHD will return Bid Securities, other than bid bonds, to all Bidders whose proposals are not to be further considered in awarding the contract. Retained Bid Securities will be held until the contract has been fully executed, after which all bid securities, other than bidders’ bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose proposals they accompanied.

11. **ADDENDA**

Prior to the bid opening, any interpretation or change in the Bid and Contract Documents will be made only in writing in the form of addenda. Addenda, if any, will be furnished to all bidders receiving a set of the documents from ACHD. Bidders shall submit with their proposals a signed copy of the all addenda. ACHD will not be responsible for any other explanation or interpretation of the Bid and Contract Documents. Any oral explanations, instructions, and interpretations given to bidders prior to the bid opening will not be binding on ACHD unless supplemented by written addenda.

12. **BURDEN OF PROOF**

It is the bidder’s responsibility to furnish ACHD with sufficient data to determine whether or not the product(s), service(s), and/or supplies offered conform to the specified requirements. ACHD is not liable for any costs incurred by bidders prior to issuance of a purchase order or execution of the Agreement.

13. **FIRM BIDS**

Prices submitted are to be considered firm. No cash discounts can be accepted or used in determining a low bid.

14. **DATA TO BE FURNISHED WITH BIDS**

The following submittal shall be provided with the bid:
   a. List of additions, deletion or variation from the specification
   b. Safety Data Sheet
   c. Samples and Specifications per Specifications Section G 1-4.
   d. Certificate of Compliance

15. **SERVICE REQUIRED**

The successful bidder shall be able to provide service to ACHD, where applicable, for the items/services bid and delivered.

16. **EXECUTION OF AGREEMENT**

The successful bidder must execute an Agreement with ACHD within 15 days after award by ACHD.
17. FOREIGN ENTITIES

If bidder is an entity not organized and existing under the laws of the State of Idaho, that it will be appropriately authorized, registered, qualified, certified or otherwise in compliances with the laws of the State of Idaho relating to doing business in Idaho as a foreign entity prior to any award of a contract under this Invitation to Bid. At any time after the bid opening, at the request of ACHD, the bidder will provide ACHD with proof of compliances within five (5) business days following the request. The bid may be rejected if bidder does not provide such proof prior to the date scheduled for the award.

18. PROTESTS FROM THE BIDDER

Any protests concerning the specifications, bidding procedures or method of evaluation must be made in writing and received by ACHD at least three (3) business days before the date and time upon which bids are scheduled to be opened. Failure to timely raise such protest in writing shall be deemed to operate as a waiver as to any objections that may have been raised on the part of the bidder.

19. BID ANALYSIS AND AWARD

The Purchase Agreement contract will be awarded to the qualified bidder submitting the lowest bid price complying with the bidding procedures and meeting the specifications for the goods/services sought to be procured, with such determination based on the criteria and point values set forth in the following evaluation process.

20. ACCEPTABILITY

Acceptability of the item/service shall be judged solely by ACHD. Decisions shall be final and in the best interests of the ACHD.

21. MATERIALS

Materials shall be free from defects and shall be those ordinarily used for the intended service, unless otherwise specified herein. It is the intent of the Specifications to permit the bidder to supply any item(s) specified, or offer an equivalent. Whenever any particular item is indicated by patent, proprietary or brand name, or by name of manufacturer, such wording is for the purpose of facilitating its description and shall be deemed to be followed by the words “or approved equivalent.” The bidder shall, at its own expense, furnish with its bid, data concerning items offered as being equivalent to those specified. ACHD shall determine whether the material offered is equivalent to that specified.

22. RESERVATION OF RIGHTS

ACHD reserves the right to reject any or all bids, to waive informalities, and to contract in the best interest of ACHD.

23. WAIVERS

Specifications and manufacturer’s models noted in this bid are those that are acceptable to ACHD. All deviations from these specifications must be listed. Failure to list all deviations from the specifications is an informality and irregularity which shall be a basis for ACHD to deem the bid proposal void and non-responsive, unless such deviations are waived by ACHD pursuant to Item 26.

24. ADDITIONAL UNITS

ACHD may order additional units as budget restrains allow within 180 days of awarding the bid. All terms and conditions and prices of bid shall apply to additional units/services ordered.
25. **NON-RESPONSIVE CRITERIA**

All bid proposals submitted that **fail** to meet the following criteria (if applicable) shall be deemed void and non-responsive:

a. Provide proof of licensure.

b. Submit their bid or proposal to the person and/or location by the date and time stated in the Invitation to Bid, Request for Proposal, Request for Qualifications, or other solicitation.

26. **INFORMALTIES AND IRREGULARITIES**

Informalities and irregularities may be waived by the ACHD Director following notification by ACHD staff managing the procurement and upon the Director's findings that: (1) the subject bid amount is lower than the ACHD estimate; (2) the informality and irregularity has no substantive impact on any substantial or material requirements of the project; (3) waiver of the informality and irregularity will not create an advantage for the subject bidder; and (4) the informality and irregularity can be corrected by the subject bidder within 48 hours of the waiver being granted by the ACHD Director. In all other circumstances, waiver of informalities and irregularities can only be considered by the ACHD Commission as part of the bid award process and at the request of the affected bidder. **If not waived, these informalities and irregularities shall result in a bid proposal being deemed void and non-responsive.**

Based upon the foregoing, the informalities and irregularities that may be waived include, but are not limited to, the following:

a. Failure to list all deviations from the specifications.

b. Failure by the Bidder to meet the specifications contained in the Invitation to Bid, Request for Proposal, Request for Qualifications, or other solicitation.

c. Failure to timely provide the required original Bid Security.

d. Failure to comply with any other bidding procedures.

e. Failure to provide all other required Bid Security documentation.

f. Failure by the Bidder to sign their bid or proposal.

g. Failure by the Bidder to obtain from ACHD and submit official Ada County Highway District Contract Documents, Plans, and/or Addenda.

h. Minor mathematical errors.

i. Omissions, erasures, or alterations not initialed by an authorized representative of the Bidder.

j. Additions of any kind or prices which are uncalled for in the Request for Proposal.
TRAFFIC PAINT PROCUREMENT
SECTION III
2019 TRAFFIC PAINT

PROPOSAL AND BID SCHEDULE

To: Commissioners  
Ada County Highway District  
3775 Adams Street  
Garden City, Idaho 83714

Date: ______________________

Bidder

Address

State of Domicile

Bidder’s person to contact for additional information regarding this proposal:

Name

Title

Telephone

The undersigned, hereinafter called Bidder, declares that the only persons or parties interested in this proposal are those named herein, that this proposal is, in all respects, fair and without fraud, and that it is made without collusion with any official of the Ada County Highway District (ACHD) or with any person submitting another proposal for this contract.

The bidder further declares that he has carefully examined the “Specifications” applicable to this proposal. The bidder acknowledges the fact that the description of the quantities included here-in is intended only to indicate the general nature of the requirements by the ACHD, and that this proposal is made according to the provisions set forth in the “Specifications” which documents are hereby made a part of this proposal.

The bidder agrees that if this proposal is accepted, they will (within 15 calendar days after notice of award) sign a contract or purchase order to provide the product(s), service(s) and/or supplies proposed herein and will fulfill all requirements in the manner, in the time, and according to the methods and procedures stipulated.

In the event the bidder is awarded a contract or issued a purchase order and shall fail to provide the product(s), service(s) and/or supplies within the time specified herein, said failure to maintain the delivery time specified constitutes an event of default by the bidder and ACHD will seek compensatory damages, as provided by law.
The bidder further proposes to accept as full payment for the product(s), service(s) and/or supplies proposed herein the amounts computed under the provisions of the Contract Documents and based on the lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The bidder agrees that the lump sum prices and the unit prices represent a true measure of the costs required, including all allowances for overhead and profit, to provide the product(s), service(s) and/or supplies specified.

Having carefully examined the "Invitation to Bid", "Instructions to Bidders" and the "Specifications" affecting the same, the undersigned hereby proposes to furnish and deliver the item(s) as specified in accordance with the "Bid Schedule."

The Bidder shall list all Addendum issued for the Scope contained in the Invitation to Bid. The Bidder acknowledges by their signature(s) to this Proposal below that the Addendum listed have been received by the Bidder and that the Bidder has incorporated their content into the Bid attached hereto.

<table>
<thead>
<tr>
<th>ADDENDUM ACKNOWLEDGEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDENDUM NUMBER</td>
</tr>
<tr>
<td>-----------------</td>
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<td></td>
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<tr>
<td></td>
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<tr>
<td></td>
</tr>
</tbody>
</table>

**IF SOLE PROPRIETOR, PARTNERSHIP, OR LLC**

In witness hereto the undersigned has set his (its) hand this ____ day of ____________, 2018.

Name of Firm: 

By: 

Address: 

Title: 

**IF CORPORATION**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this ____ day of ____________, 2018.

Name of Firm: 

By: 

Address: 

Title: 

**ATTEST:**

(SEAL)

Secretary
## 2019 TRAFFIC PAINT PROCUREMENT

### BID SCHEDULE

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT</th>
<th>UNIT BID PRICE</th>
<th>BID ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Yellow Traffic Paint</td>
<td>20,000</td>
<td>GAL</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>White Traffic Paint</td>
<td>28,000</td>
<td>GAL</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL BID</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

Any Proposal that contains omissions, erasures, or alterations not initialed shall be considered unresponsive. The Bidder acknowledges, declares, and represents that they have carefully examined all omissions, erasures, and/or alterations (collectively "modifications") to the Proposal made by the Bidder, and approves of all such modifications, and that the individuals(s) initialing any such modifications has authorization to do so on behalf of the Bidder.

The ACHD reserves the right to reduce or increase listed quantities and order additional quantities of any bid schedule item at the bid price listed in this submitted bid for the 2019 fiscal year.

**BIDDER NAME:** ____________________________________________
SPECIFICATIONS
HIGH BUILD WATERBORNE TRAFFIC STRIPING PAINT

Ada County Highway District (ACHD) uses high build waterborne traffic line paint for striping roadways. ACHD is expecting to purchase the approximate quantities, as indicated on the Bid Schedule, during the course of the striping season. These quantities are projected approximations and may be higher or lower depending on the actual quantities needed. The exact quantity of paint to be purchased will be at the discretion of ACHD. Product will be shipped in 250 gallon Bulk Containers.

The bid will be awarded to the company submitting the lowest cost price as well as responsive to the requirements of this procurement and in compliance with the specification.

A. SAMPLING

Paint ordered from the successful bidder (Vendor) may be sampled and tested at any time, at the discretion of ACHD. ACHD reserves the right to accept, reject, or assess liquidated damages on a specific batch or batches of paint based upon field or laboratory test results.

In the event the traffic paint supplied does not comply with these specifications, the Vendor shall be assessed liquidated damages as provided in the Purchase Agreement or the Vendor may be required to replace all such paint at their own expense. This includes all handling and transportation charges. Any material rejected shall be replaced within seven (7) calendar days.

Two shipments per contract year of product found by ACHD to be rejected may result in contract termination.

B. PROTECTION

The Vendor shall assume all costs arising from the use of patented materials, devices, or processes used on, or incorporated into the work. The Vendor agrees to indemnify and save harmless ACHD and its duly authorized agents from law suits or action of any nature, for, or on account of, the use of any patented materials, equipment, devices, or processes by the Vendor.

C. ACCEPTABILITY OF PAINT

Acceptability of the paint shall be judged solely by ACHD. Decisions concerning the acceptability of the paint shall be in the best interests of the ACHD, and shall be final.

D. SPECIFICATIONS OF PAINT

Attached are ACHD Specifications for waterborne white and yellow traffic paint.
E. NOTIFICATION OF TEST RESULT AND AWARD

The Purchase Agreement will be awarded based on the formulation submitted by the Vendor meeting the requirements of these Specifications and the lowest bid. Both the white and yellow traffic paint shall be of the same paint formulation and must meet the requirements of these Specifications before formulation will be approved.

No splitting of formulations for approval shall be allowed. Each Vendor submitting samples will be notified as to whether or not their samples and bulk container systems passed or failed the ACHD Specifications.

F. EQUIPMENT PROTECTION

The Vendor shall be liable for any damages to ACHD paint equipment incurred by the ingredients or chemicals used in the paint and solvents.

G. DATA AND MATERIALS TO BE FURNISHED WITH BID

Each bid shall be accompanied with the following:

1. Detailed specifications for proposed product shall be submitted with the Bid Proposal.
2. Four (4) one-quart samples of white traffic paint. Each sample shall be clearly labeled with the Vendor Name and Paint Color.
3. Four (4) one-quart samples of yellow traffic paint. Each sample shall be clearly labeled with the Vendor Name and Paint Color.
4. Safety Data Sheets (SDS) for Paint Samples shall be submitted with the paints samples shipped and with the Bid Proposal.

Any bid not including these samples and information as stated above will be considered non-responsive.

SPECIFICATIONS FOR WHITE AND YELLOW STRIPING PAINT

1.0 GENERAL

The resin used in this formulation must be Dow Chemical HD21A or Arkema DT400 or an equal approved by ACHD.

The paint shall provide proper anchorage for the glass beads when applied at the rate of 17 mils wet film thickness on a smooth asphalt or concrete pavement surface. The glass beads shall be applied at the rate of 7 lbs/gal of paint. The glass beads are to be pressure applied immediately at the trailing edge of the paint.

The paint shall be free from foreign materials such as dirt, sand, and/or fibers from bags or other materials that can clog screens, valves, pumps, or other equipment used in striping. The paint shall show no evidence of excessive caking, settling, separation, livering, skinning, or corroding of the container upon storage in the bulk tanks or in the sealed container as received. The paint shall be capable of being applied with the striping equipment (airless system) to give a smooth uniform stripe without the following problems:

a. Solvent entrapment in the equipment
b. Paint skinning and splattering
c. Excessive pressure and gun adjustments
d. Excessive dusting or fogging

The Vendor shall certify that the waterborne paint does not contain any mercury, lead, hexavalent chromium, toluene, chlorinated solvents, hydrolyzable chlorine derivatives, ethylene-based glycol ethers and their acetates, nor any carcinogens, as defined in 29 CFR 1.

2.0 PIGMENT COMPOSITION

Pigments shall be first quality paint grade pigments. The pigment for the yellow paint shall be free from lead, and chromium. The product will be considered to be lead-free if the dry film is tested according to ASTM D3335 and found to have a total lead concentration less than 0.06%. The product will be considered to be chromium free if the dry film is tested according ASTM D3718 and the test results indicate that the product is chromium-free.

The dry film shall not become classified as a hazardous waste when tested according to EPA Method 1311 Toxicity Characteristic Leaching Procedure (TCLP) for all identified toxic metal concentrations. The Vendor shall supply test results and certification that the paints dry film is compliant to the TCLP toxic metal limits for Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, and Silver.

The pigment for the white traffic paint shall contain a minimum of 92% titanium dioxide meeting the requirements of ASTM D476, Type II. The inert or filler pigments must be of a type and quality generally recognized as first quality paint grade products, and shall not contribute to settling of the paint on storage, or be so hard as to cause excessive wear of the spray application equipment.

The combination of all pigments used in the formulation of both the white and yellow paints shall show no significant changes in color due to metamerism. Significant changes are defined as the white taking on a gray color and the yellow taking on a white color when judged according to ASTM D 4086 “Standard Practice for Visual Evaluation of Metamerism” between daylight illumination and night time illumination using headlights on a vehicle.

3.0 COMPOSITION

The composition of the paint shall be determined by the manufacturer. It will be the manufacturer’s responsibility to produce a waterborne traffic paint containing all the necessary ingredients to conform to all the properties as specified herein.

The pigment portion shall be a combination of prime and extender pigments as required to produce white and yellow traffic paint meeting the color and other requirements of the finished product for white and yellow as specified in this specification. A high grade pigment is required.

The white paint shall be pigmented with titanium dioxide meeting ASTM D476 Type II (Rutile).

The yellow paint shall be pigmented with Pigment Yellow C.I. #65 and/or Pigment Yellow C.I. #75. Other pigments may be added to meet the yellow color and opacity requirements. However, the paint shall not contain lead or chromium at levels above the limit set.

The percent pigment by weight of the finished product shall not be more than 65%.

4.0 SOLVENTS

At the request of ACHD, the Vendor shall furnish the name of the appropriate solvents used for clean-up of the waterborne paint. If special solvents are required the Vendor must indicate the sources and cost of solvents in the Bid Proposal.
4.1 HEATING OF PAINT

The paint shall not require additional heating to properly atomize. Paint not able to atomize or allow normal application at ambient temperatures above 50 degrees Fahrenheit shall be deemed to not meet specification.

5.0 WATERBORNE TRAFFIC LINE PAINT QUALITATIVE AND QUANTITATIVE REQUIREMENTS

Condition in the Container: The paint, as received, shall show no evidence of biological growth, corrosion of the container, livering or hard settling. The paint shall be returned to a smooth and homogeneous consistency, which is free from gel structures, persistent foam, or air bubbles – using only hand mixing.

<table>
<thead>
<tr>
<th></th>
<th>WHITE</th>
<th>YELLOW</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Degree of Settling, ASTM D869, min</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>b. Total Pigment, % by weight, max</td>
<td>65</td>
<td>65</td>
</tr>
<tr>
<td>c. Total Non Volatile Vehicle, % by weight, min</td>
<td>42</td>
<td>42</td>
</tr>
<tr>
<td>d. Total Solid by Weight of paint, min</td>
<td>77</td>
<td>77</td>
</tr>
<tr>
<td>e. Total Solid by Volume of paint, min</td>
<td>62</td>
<td>62</td>
</tr>
<tr>
<td>f. pH, ASTM E70 min</td>
<td>9.6</td>
<td>9.6</td>
</tr>
<tr>
<td>g. Density, pounds ±0.20 lb/gal,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>vs. bid sample</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h. Viscosity, KU</td>
<td>80-95</td>
<td>80-95</td>
</tr>
<tr>
<td>i. Fineness of Grind, Hegman, min</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>j. Lab Dry Time, ASTM D711, minutes, max @ 15 mils</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>k. Dry Through (Early Washout), minutes, max (@15 mils wet, 70±5°F &amp; 90%±5% RH)</td>
<td>130</td>
<td>130</td>
</tr>
<tr>
<td>l. No Tracking Time, field tested, seconds</td>
<td>20-90</td>
<td>20-90</td>
</tr>
<tr>
<td>m. Volatile Organic Compound, grams/lit, max</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>n. Bleeding ratio, min</td>
<td>.98</td>
<td>.98</td>
</tr>
<tr>
<td>o. Dry Opacity @5 mil Bird Bar</td>
<td>0.95</td>
<td>0.92</td>
</tr>
<tr>
<td>p. Daylight Reflectance @15 mils wet, %</td>
<td>&gt;90</td>
<td>55-59</td>
</tr>
<tr>
<td>q. Lead, ASTM D3335, % in dried paint, max</td>
<td>0.06</td>
<td>0.06</td>
</tr>
<tr>
<td>r. Chromium, ASTM D3335, % in dried paint</td>
<td>Negative</td>
<td>Negative</td>
</tr>
</tbody>
</table>

The Vendor shall certify that the waterborne traffic line paint is VOC compliant.

**The tests shall be conducted according to ASTM Methods, Federal Test Method Standard Number 141c (FTMS), or ACHD Test Methods described in the indicated sections of this specification.

6.0 TEST METHODS FOR WATERBORNE TRAFFIC LINE PAINT

6.1 DRY-THROUGH (EARLY WASHOUT)

Draw down the paint on a glass panel to a wet film thickness of 15 mils. Immediately place in a humidity chamber maintained at 70°F ± 5°F and 90% ± 5% relative humidity. Humidity outside of the chamber shall not exceed 50%. Only two panels shall be placed in the chamber at one time. Rohm Haas 3427 paint formula will be run with each sample as a control. The control shall dry in 90 – 100 minutes or the test shall be invalid. Begin testing the panels at 90 minutes and at 10 minute intervals thereafter until 130 minutes has elapsed. (More frequent testing times allows the paint to prematurely cure and will give an erroneous result.) Test in accordance with ASTM D1640 except that the pressure exerted will be the minimum needed to maintain contact with the thumb and film.
6.2 STATIC HEAT STABILITY

Pour paint into a lined pint container to within 0.25 inches from the top, close the container, seal it with clips and tape, then place the container in an oven maintained at 140°F ± 2°F for 7 days. Equilibrate the paint at standard conditions and mix thoroughly with gentle stirring for a minimum of 2 minutes but not more than 5 minutes. The paint shall not show signs of livering, hard settling, coagulating, lumps or coarse particles. Then perform the consistency test in accordance to ASTM D562 at 77°F. The paint shall show no increase or decrease in viscosity greater than 7 KU over the original viscosity at 77°F.

6.3 FREEZE-THAW

Test in accordance with ASTM D2243 for 3 freeze-thaw cycles. Equilibrate the paint at standard conditions and mix thoroughly with gentle stirring for a minimum of 2 minutes but not more than 5 minutes. The paint shall not show excessive signs of livering, hard settling, coagulating, lumps or coarse particles. Then perform the consistency test in accordance to ASTM D562 at 77°F. The paint shall show no increase or decrease in viscosity greater than 5 KU over the original viscosity at 77°F.

6.4 COLOR AND APPEARANCE

Paint drawdowns shall be prepared according to ASTM D823. Colors shall not vary from the standards mentioned herein. Color determination shall be made without beads, at least 24 hours after application.

Color and appearance shall be evaluated using the following: Illuminant C, and standard observer angle 2 degrees. The geometry shall be 45/0 or 0/45. Measurements shall be taken from samples applied to an opacity chart, e.g., Leneta Form 2A, at a wet film thickness of 15 mils ± 1 mil. The applied sample shall have been allowed to dry for at least 24 hours before measurements are taken. The evaluation shall be as follows:

The color of the dry paint film of the sample shall match the XYZ values provided, under the specified conditions.
For white material: Y > 90. For yellow material, the target values are: X = 63.59, Y = 57.46, Z = 7.60.
The colors shall match when compared instrumentally. Tolerances for Yellow are as follows.
X range 60 – 67 units, Y range 55 – 59 units, Z range 6.5 – 8.5 units.

The measurements shall be taken from a sample applied over the white portion of an opacity chart. The Administration will approve or disapprove any batch based on a laboratory visual evaluation for blemishes and irregularities in the test specimen (i.e. cracks, flaking, surface depressions, pooling, etc.) that would interfere with the measurement of color and appearance on the opacity chart. The Administration will make the final decision.

The reflectance, without beads, and using CIE XYZ Yxy, shall be a minimum Y of 90% for white production batches; and a range of 55-59% for yellow production batches. The measurement shall be taken from a sample applied over the black portion of an opacity chart.

6.5 BLEEDING RATIO

Test in accordance with ASTM D868, except that the bleeding ratio is calculated by dividing the average reflectance of the paint applied to the asphalt-saturated felt by the average reflectance of the paint applied to the tape. Method of determining reflectance reading shall be the same as
the method used to determine directional reflectance. (See Section 6.7) A 15 mil wet film thickness of paint shall be applied to the asphalt-saturated test panel.

6.6 CONTRAST RATIO
Test in accordance with ASTM D2805, except that the drawdown shall be applied with a 5 mil bird bar to a hiding power chart and air-dried overnight. The test film is prepared as detailed in ASTM D823.

6.7 DIRECTIONAL REFLECTANCE
Test in accordance with ASTM E1347, except using an instrument equal to Photovolt Model 577 with 45-degrees, 0-degree search unit and green filter standardized with a secondary standard of a porcelain-enameled metal plate. The test film is prepared as in Section 6.6.

6.8 YELLOWNESS INDEX
Yellowness Index will be tested using a Photovolt Model 577 with 45-degrees, 0-degree search unit with amber, blue and green filters readings being taken on the white background. The test film is prepared as in ASTM D823 using a 6 mil wet film thickness of paint applied to a Hiding Power Chart and air-dried overnight. CIE Tristimulus values X, Y, Z, and the Yellowness Index are calculated as shown below:

\[ X = (0.8 \times \text{amber reading}) + 1.8 \times \text{blue reading}) / 100 \]
\[ Y = 1.0 \times \text{green reading} / 100 \]
\[ Z = 1.18 \times \text{blue reading} / 100 \]
\[ \text{Yellowness Index} = \left[ 1.25 \times (X) - 1.038 \times (Z) \right] / (Y) \]

6.9 SETTLING
Settling will be tested by filling a round-bottom centrifuge tube with the calculated weight of paint so that when it is centrifuged at the required revolutions per minute it will create 250 Pounds-force on the paint. The sample shall be revolved for two hours. The department will use a centrifuge tube capable of holding 150 grams of paint and it will be centrifuged at approximately 1820 revolutions per minute. The paint shall not show a clear separation at the top of the tube of more than 0.25 inches and the cake that forms in the bottom of the tube shall not be greater than 3.5 inches. The cake at the bottom of the tube shall be capable of being penetrated when probed with a stirring rod.

6.10 SKINNING
Fill a lined paint can 3/4 full with paint and seal tightly. Invert the can momentarily then turn it upright. Place the can in an area where the temperature is between 70°F and 80°F for 7 days. The sample shall not be agitated or disturbed until inspected. No evidence of a skin shall be present.

6.11 FLEXIBILITY
Test in accordance with ASTM D522 Test Method B, except that a 6 mil wet film thickness of paint is applied to a tin plate panel and baked for three hours at 220°F ± 2°F after air-drying overnight. After cooling the panel is bent 180 degrees over a 0.25 inch mandrel and examined without magnification. The paint shall show no evidence of cracking, flaking, or loss of adhesion.

6.12 CRACKING
The dry film shall show no cracks when examined after drying for 24 hours. The film shall be
cast with a 15 mils wet film on 15 pounds asphalt saturated felt.

6.13 NO-TRACKING TIME

The paint shall be applied to smooth asphalt or concrete pavement at a wet film thickness of approximately 15 ± 2 mil. Application of the glass beads shall be at a rate of 6-7 lbs/gal of paint. Dry pavement temperature may vary between 50°F and 122°F. The relative humidity shall be a maximum of 85%. The no-tracking time shall be determined by a simulated passing maneuver made by a passenger car crossing over the paint line at a speed of approximately 40 mph. A line showing no visual pickup and redepositing of the materials onto the pavement surface, when viewed from a distance of 50 feet in the highway direction is considered as showing no-pickup and conforming to the dry time requirements. Under special circumstances of weather and pavement conditions, the paint may be heat applied at a temperature not to exceed 95°F to achieve the specified dry time.

6.14 SCRUB RESISTANCE

Test in accordance with ASTM D 2486 with the following exceptions.

In Section 8.1, replace the 7.0 mil clearance applicator with an applicator that will provide a wet film of 15 mils.

Replace Section 8.5 with the following:
“Record the number of cycles to remove the paint film fully in one continuous 1/8 inch wide line across the 1/2-inch width of the shim. Stop the machine and wipe off the area to determine the end point”.

All bid samples will be tested using a GARDCO D10 Set Speed Linear Motion Test Machine. The test will be performed using a Nylon bristle brush in an aluminum block with a 5/4 pattern.

7.0 CONTAINERS

The paint shall be supplied in bulk containers to ACHD. Delivery of paint shall not be contingent upon the return of empty containers.

7.01 Bulk Containers

Bulk containers capable of holding 250 Gallons. The containers shall be new or reconditioned, Snyder Industries 275 gallon standard ultratainer w/HD 6” cap (see part #68345), and shall conform to Federal DOT Specification 57 from 49 CFR, Part 178.251, or 49 CFR Part 178 Subpart M and all other appropriate rules and regulations. Containers must have a certificate of compliance with 49 CFR Part 178.251 or Part 178 Subpart M regarding drop test requirements.

The Vendor shall furnish, at no additional cost to the ACHD, returnable containers. All containers must comply with the following specifications:

a. Be new or reconditioned polyethylene containers conforming to federal regulations and have a minimum 250 US gallons capacity as cited above.

b. Have forklift skids that are four-way accessible, on opposite sides, with outside dimensions not to exceed 48 inches.

c. Have at least two-way lifting lugs that provide stable and safe lifting.

d. Have covers and valves that can easily be resealed after partial use of contents.

e. Have either a hinged or screw-top opening of at least 6 inches in diameter that allows for
easy viewing of the bladder to determine the amount of paint remaining in the bladder. View port shall be on top of the container.

f. Have a two-inch ball valve fitted with a male quick-disconnect at bottom of outlet of the container, and a two inch male quick-disconnect with sealable cap at the top of the container.

g. Have a security feature that shall protect the valve from being opened by accident or vandalism.

h. Be equipped with grade 304 or higher stainless steel fittings, piping, etc. compatible with latex based paint.

i. Have a system that allows the paint to be re-circulated without introducing additional air into the system.

j. Allow for easy hook-up to ACHD owned vehicles. Upon request, Vendor shall be responsible to make minor modifications to the containers.

k. Have an automatic air vent allowing air into the container to keep from collapsing when the paint is extracted from the container.

7.02 TUBULAR STYLE CAGE TOTE

Alternatively, paint may be supplied in 275 IBC Tubular Style Cage Tote filled to 250 gallons. These totes shall;

a. have a 2” valve with male QD (quick disconnect) adapter.

b. have a new 6” cap each time the tote is used to insure the bottle seals properly to avoid skinning

c. be a new or reconditioned cage and 275 gallon bottle

d. be filled with 250 gallons of paint

e. be capable of being stacked two (2) high when full

f. be capable of being lifted by forklift when full

If the successful vendor uses Tubular Style Cage Totes to supply the paint to ACHD, the vendor shall supply ACHD a minimum of 16 completely clean, empty, bulk containers per ACHD striping truck. These totes shall meet the specification requirements outlined in 7.01 Bulk Containers above.

The empty totes will be secured to the striping truck and used by ACHD as tanks. Vendor shall furnish and remove, at no cost to the ACHD, returnable containers.

7.1 MARKINGS

Each container shall be labeled or stenciled legibly on a prominent location to show the following (abbreviations may be used):

a. Specification/formula number

b. Color

c. Name of manufacturer

d. Date of manufacture of the paint, month, day and year

e. Batch number

f. Tare weight of empty container

g. Location of manufacture

h. Weight per gallon
i. Viscosity of paint

7.2 STORAGE AND RETURN OF CONTAINER

Submission of a bid in response to Invitation to Bid constituted the Vendor guarantee to accept the return of all empty, undamaged containers at the point of delivery.

8.0 ACHD CONTACT

The principal contact for this Purchase Agreement shall be the ACHD Traffic Operations Superintendent. All communications shall be routed through the Traffic Operations Superintendent or his designee. The Traffic Operations Superintendent can be reached at Ada County Highway District, 3700 Adams Street, Garden City, Idaho, 83714, Telephone Number: (208) 387-6190, Fax Number: (208) 387-6391

9.0 CERTIFICATES OF COMPLIANCE

The Vendor shall supply Certificates of Compliance to ACHD for all materials supplied. ACHD may approve certain materials prior to sampling and testing, if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material and shall state that the materials involved comply in all respects with the requirements of these Specifications and the Contract Documents including the Purchase Agreement. A Certificate of Compliance shall be furnished with each lot of material delivered to ACHD. Each certified lot shall be clearly identified in the certificate.

All materials approved on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is approved on the basis of a Certificate of Compliance shall not relieve the Vendor of responsibility of complying with these specifications. Any material not conforming to the requirements set forth in these specifications will be subject to rejection. ACHD reserves the right to refuse to accept material on the basis of a Certificate of Compliance.

10.0 SAFETY DATA SHEETS (SDS)

Safety Data Sheets (SDS) shall be provided by the manufacturer with each shipment. SDS shall include Health Hazard information for all materials provided by the Vendor.

11.0 DOCUMENTATION OF PAINT DELIVERIES

A copy of the following information shall accompany the bulk container shipments of paint to ACHD.

a. Invoice:
   1. Manufacturer.
   2. Paint destination.
   3. Color and type of paint.
   4. Paint batch number.
   5. Average density (lb/gal) and viscosity KU.
   6. Total gallons of paint delivered.
   7. Price per gallon and total cost.
   8. Number of bulk containers delivered to and returned from ACHD.

b. The manufacturer shall certify the weights for each tote. The manufacturer shall provide a certified weight ticket showing the specific tote identification number, tare weight, loaded weight and quantity of paint contained in each tote. The amount of paint delivered shall be measured by weight in pounds. Random weighing of the totes loaded and unloaded may be
conducted by ACHD. Payment will be based on the weight of the paint delivered using the following formula:

\[
\text{Volume (gal)} = \frac{\text{Total paint weight (lb) (from certified weight ticket)}}{\text{Density (lb/gal) ("paint batch average")}}
\]

*Density (lb/gal) shown on the invoice shall not vary more than .334 lbs/gal from ACHD test results on samples.

c. Certificate of Compliance will certify compliance with these specifications.

It is the responsibility of the Vendor to provide the information as previously outlined for each shipment of white and yellow traffic paint. One copy should accompany each shipment.

Deliveries of Traffic Paint are to be made by the VENDOR to ACHD at 3700 Adams Street, Garden City, Idaho, 83714; between the hours of 7:00 a.m. and 1:00 p.m. MST; Monday through Thursday. Greg Fullerton, Traffic Operations Superintendent, 208-387-6192.

12.0 BULK CONTAINER TRANSPORT

The Vendor shall be responsible for shipping the bulk paint containers. This includes filled containers coming to ACHD and depleted containers being returned to the Vendor. All costs associated with shipping the bulk containers shall be incidental to the unit costs of the paint.

13.0 TECHNICAL SUPPORT

At the request of ACHD, the Vendor shall provide a technical support person for a maximum of two (2) calendar days at ACHD Traffic Operations Office to aid in material application and machinery setup. This service shall be at no cost to the ACHD.
275 Standard Ultratainer "Standard Package of Optional Equipment"

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>PART NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tank - 2 Bung Tank with 6&quot; Heavy Duty Cap and Bottom Drain HDPE Natural</td>
<td>1</td>
<td>68345</td>
</tr>
<tr>
<td></td>
<td>(With Cap Lanyard Insert and with Tamper Evidence Inserts Molded In)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Base - Base 275 Standard Ultratainer HD/Blue</td>
<td>1</td>
<td>685179</td>
</tr>
<tr>
<td>3</td>
<td>Top Protector Ultra HD/Blue</td>
<td>1</td>
<td>670179</td>
</tr>
<tr>
<td>4</td>
<td>Pin Assembly Purchased Plastic w/Bolts for Ultra</td>
<td>1</td>
<td>347905</td>
</tr>
<tr>
<td>5</td>
<td>S.I.I. Proprietary 2&quot; NPS Replaceable Bung Glass Filled Polyethylene W/Viton O-Ring Seal</td>
<td>2</td>
<td>N/A</td>
</tr>
<tr>
<td>6</td>
<td>2&quot; NPS Rieke Polyethylene Bung Plugs with EPDM Flat Gaskets</td>
<td>2</td>
<td>347340</td>
</tr>
<tr>
<td>7</td>
<td>6&quot; Heavy Duty Cap with 2&quot; NPS Center Opening and EPDM Cap Gasket, Equipped</td>
<td>1</td>
<td>347391</td>
</tr>
<tr>
<td></td>
<td>with Lid Tie</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>S.I.I. 2&quot; NPS Vacuum Relief Vent with EPDM Disk and Flat Gasket (Average Gravity Flow Rate of 70 Gallons Per Minute)</td>
<td>1</td>
<td>347854</td>
</tr>
<tr>
<td>9</td>
<td>2&quot; Banjo Standard Port Glass Filled Polypropylene Bottom Drain Valve with</td>
<td>1</td>
<td>347718</td>
</tr>
<tr>
<td></td>
<td>Teflon Seats and Ball and 1/8&quot; S.S. Bolts. Includes Dust Cap and Cap</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lanyard.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Fork Opening Dimensions are the same on all four sides of the container.

275 Gallon Standard Ultratainer W/HD 6" Cap
TRAFFIC PAINT PROCUREMENT

SECTION V
PURCHASE AGREEMENT
2019 Paint
TO19-01

This PURCHASE AGREEMENT (hereinafter “AGREEMENT”) is made and entered into this ___ day of ______________, 2018 by and between Ada County Highway District (hereinafter “ACHD”), and _________________ (hereinafter “VENDOR”).

RECITALS

WHEREAS, ACHD is a single countywide highway district located in the county of Ada and is responsible for all secondary county and city highways within Ada County, Idaho; and

WHEREAS, ACHD has all powers necessary and incidental to the statutory powers granted to it under Title 40, Idaho Code; and

WHEREAS, ACHD has consulted with the ACHD Commission and the Maintenance Division Deputy Director, and has determined the necessity of the ITEM(s) specified herein; and

WHEREAS, ACHD has advertised for bids, and the VENDOR has responded to the competitive procurement and has been determined to be the lowest cost responsive bidder in accordance with Idaho Code 67-2806; and

WHEREAS, ACHD desires to enter into an AGREEMENT with the VENDOR for the purchase of the ITEM(s) specified herein, and has been awarded the contract by the ACHD Commission.

NOW, THEREFORE, BE IT RESOLVED, for and in consideration of the mutual covenants and conditions hereof, and the payments to be made hereunder, the parties agree as follows:

AGREEMENT

SECTION 1. DEFINITIONS. For the purposes of this AGREEMENT, the following terms are defined:

a. ACHD shall mean the Ada County Highway District, a body politic and corporate of the State of Idaho that is responsible for all secondary city and county highways within Ada County. The ACHD Director or his representative may act on behalf of ACHD. For the purposes of this AGREEMENT, the ACHD mailing address is Ada County Highway District, 3775 Adams Street, Garden City, Idaho, 83714; the telephone number is 387-6100; and the facsimile number is 387-6391.

b. AGREEMENT shall mean this PURCHASE AGREEMENT between ACHD and VENDOR. The word AGREEMENT may be used throughout this document to also mean CONTRACT DOCUMENTS.

c. CONTRACT DOCUMENTS shall mean the documents that, when combined, make up the ACHD solicitation for the purchase of the ITEM(s) which includes the Invitation to Bid,
Instructions to Bidders, Specifications, Bid Schedule, Bid Proposal, and AGREEMENT as well as any other document identified as part of the solicitation such as Addenda.

d. ITEM(s) shall mean the materials, supplies, or goods, that are the subject of the procurement and this AGREEMENT, and are described in SPECIFICATIONS.

e. SPECIFICATIONS shall mean all the dimensions, quantities, provisions, and requirements describing the ITEM(s) under purchase and included in the CONTRACT DOCUMENTS.

f. SUPPLY BOND shall mean a bond obtained by the VENDOR which guarantees that the VENDOR shall furnish the ITEM(s) as contracted in this AGREEMENT. Should the VENDOR fail to furnish the ITEM(s) as contracted in this AGREEMENT or otherwise default on its obligations under this AGREEMENT, the surety shall pay ACHD the amount of the SUPPLY BOND. The SUPPLY BOND shall be equal to one hundred percent (100%) of the Payment value as set forth in Section 3.

g. VENDOR shall mean __________________________________. For the purposes of this AGREEMENT, the VENDOR mailing address is _______________________________; the telephone number is _______________; and the facsimile number is _________________.

SECTION 2. PROCUREMENT.

a. VENDOR agrees to provide for sale and deliver the ITEM(s) particularly described in Exhibit “A”, SPECIFICATIONS, and attached hereto.

b. VENDOR will provide additional quantities of the ITEM(s) or otherwise modify the ITEM(s) as described in Exhibit “A”, SPECIFICATIONS, as desired by ACHD by means of a written Change Order signed by a person authorized by ACHD to execute such Change Order in accordance with ACHD policy. Such prior written authorization by ACHD shall be a condition precedent to any claim of VENDOR for payment.

SECTION 3. PAYMENT.

For the provision and delivery of the ITEM(s), as specified in the Exhibit “A”, SPECIFICATIONS, ACHD agrees to pay an amount not to exceed ______________ Dollars ($000,000.00) to the VENDOR as provided in Exhibit “B”, PAYMENT SCHEDULE.

a. Partial payments will be made by ACHD upon periodic invoices submitted by the VENDOR.

b. Partial payments shall be based upon the value of the ITEM(s) delivered, furnished, and/or installed to date by the VENDOR that conform to the SPECIFICATIONS.

c. Invoice submittals are to be sent to ACHD as provided in Section 10.

SECTION 4. TIME FOR DELIVERY AND EXTENSIONS. VENDOR and ACHD herein agree that the ITEM(s) as set forth in the Section 2 is/are required to be delivered within __ calendar days from the date of this AGREEMENT as provided in Exhibit “C”, DELIVERY SCHEDULE. ACHD will grant extensions for the following: delays caused by ACHD, excessive time required to process submittals by ACHD, or additional ITEM(s) requested by ACHD.

SECTION 5. DURATION OF AGREEMENT. This AGREEMENT shall commence immediately upon execution by the ACHD Commission and shall continue until ________________________.

SECTION 6. F.O.B. GARDEN CITY. The VENDOR shall, at his own expense and risk, transport any ITEM(s) called for within the CONTRACT DOCUMENTS to ACHD principal place of business located in Garden City, Idaho.
SECTION 7. CONDITION OF GOODS. The ITEM(s) provided shall conform in all respects to the SPECIFICATIONS provided in CONTRACT DOCUMENTS. Any ITEM(s) offered or shipped by the VENDOR shall be new and warranted to be fit for purposes as set forth in the CONTRACT DOCUMENTS. In the event the ITEM(s) supplied by the VENDOR to ACHD has an irregular appearance or physical blemish, and even though the ITEM(s) is/are fit for the specific purpose intended, nevertheless, ACHD reserves the right to reject such ITEM(s) or require the VENDOR to repair such physical defect or irregularity.

SECTION 8. RESPONSIBILITY FOR DAMAGES. The VENDOR shall indemnify, save and hold harmless, and defend, regardless of outcome, ACHD and its officers, agents, and employees from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of other, or any employee of VENDOR or subcontractor, caused by or arising out of the performance, act, or omission of any term or provision of the CONTRACT DOCUMENTS.

SECTION 9. ORDER ACKNOWLEDGEMENT. The VENDOR agrees to provide written acknowledgement of all orders received from ACHD within twenty-four (24) hours of order entry. If the VENDOR receives an order from ACHD on a Friday or holiday, then the acknowledgement shall be sent ACHD the next business day.

SECTION 10. NOTICES. Any and all notices required to be given by either of the parties hereto shall be in writing and deemed delivered when either:

a. Delivered personally to the contact at the address below; or

b. Sent by fax to the other party at the facsimile number set forth below; or

c. Deposited in the United States Mail via certified, return receipt requested, postage pre-paid mail, addressed to the other party at the address set forth below; or

d. Transmitted by other facsimile number or mailing address as may be provided by written notice of such change given to the other in the same manner as provided above.

FOR ACHD:
Ada County Highway District
3775 Adams Street
Garden City, Idaho, 83714
Facsimile Number: (208) __________________
Telephone Number: (208) __________________

FOR VENDOR:
(Name) _____________________________
(Company) _____________________________
(Address) _____________________________
Facsimile Number: _____________________________
Telephone Number: _____________________________

SECTION 11. SUBMITTALS. All ITEM(s) submittal documentation that may be required by the SPECIFICATIONS shall include purchase order numbers and appear on all acknowledgements, shipping labels, packing lists, and invoices. All correspondence is to be sent to ACHD as provided in Section 10.

SECTION 12. DELIVERY OF MANUALS. All manuals relating to ITEM(s) shall be submitted to ACHD prior to the time of the delivery as provided by Section 4 or at the time of the delivery.
SECTION 13. SUPPLY BOND. If required by ACHD in the CONTRACT DOCUMENTS, the VENDOR agrees to furnish a SUPPLY BOND for one hundred percent (25%) of the contract value within twenty (20) calendar days from execution of this AGREEMENT.

SECTION 14. RELEASE OF SUPPLY BOND. ACHD will authorize the release of the SUPPLY BOND after, in the opinion of ACHD, the VENDOR has fully and completely performed under this AGREEMENT, and there are no outstanding disputes or claims pursuant to the terms of the CONTRACT DOCUMENTS.

SECTION 15. LIABILITY INSURANCE. VENDOR agrees to maintain, during the term of this AGREEMENT, Comprehensive General Liability Insurance having a minimum limit of $100,000 per claim and $500,000 aggregate, Motor Vehicle Insurance having a minimum limit of $100,000 per claim and $500,000 aggregate, and required Workers Compensation Insurance, and all other insurance required to be maintained under the laws of the State of Idaho. VENDOR agrees to furnish a Certificate of Insurance certifying to ACHD that such coverage is in force within twenty (20) calendar days from the execution of this AGREEMENT.

SECTION 16. INTENT OF AGREEMENT. It is the intent of the parties by the execution of this AGREEMENT, which is integrated and incorporated as part of the CONTRACT DOCUMENTS, is to adequately set forth the full agreement between the parties for the sale and purchase of the ITEM(s).

SECTION 17. MULTIPLE DOCUMENTS. The parties agree that all CONTRACT DOCUMENTS are essential parts to the complete agreement between ACHD and VENDOR. A requirement occurring in one is as binding as though occurring in all. The documents are intended to be complementary; however, in the case of discrepancy, SPECIFICATIONS will govern over the Instructions to Bidders.

SECTION 18. BINDING EFFECT. Upon the execution of this AGREEMENT by ACHD, it shall be binding upon and inure to the benefit of the parties hereto and their successors.

SECTION 19. ENTIRE AGREEMENT - MODIFICATION. This AGREEMENT and the CONTRACT DOCUMENTS constitute the entire understanding between the parties with respect to this transaction. Any modification must be in writing and signed by both parties.

SECTION 20. ASSIGNMENT. No order or any interest in this AGREEMENT shall be transferred by VENDOR without the written approval of ACHD.

SECTION 21. AGREEMENT SUPPLEMENTED BY UNIFORM COMMERCIAL CODE. Both parties agree that the Uniform Commercial Code (UCC) adopted in Idaho as Title 28, Chapters 1 through 12, especially Chapter 2, Sale of Goods, shall govern the parties’ relationship with regard to the ITEM(s) to the extent that the UCC does not conflict with any provision specifically set forth in this AGREEMENT and the CONTRACT DOCUMENTS.

SECTION 22. DUTIES OF THE PARTIES. The VENDOR does herein agree to undertake its duties as set forth in the CONTRACT DOCUMENTS for the sale and delivery of ITEM(s). ACHD does herein agree to accept ITEM(s) conforming to the SPECIFICATIONS, provide notice to cure any non-conforming ITEM(s), and pay monies owed the VENDOR pursuant to ACHD acceptance of conforming ITEM(s).

SECTION 23. TERMINATION BY VENDOR. The parties agree that the VENDOR may terminate this AGREEMENT for cause based upon the failure of ACHD to tender payment as set forth in Section 3.
SECTION 24. TERMINATION BY ACHD.

a. ACHD may terminate for cause if VENDOR:
   i. Fails to execute this AGREEMENT; or
   ii. Fails to begin performance under the terms of this AGREEMENT in a timely manner; or
   iii. Fails to furnish conforming ITEM(s) and fails to cure after notice has been given; or
   iv. Performs any service required in SPECIFICATIONS unsuitably or performs work anew as may be rejected as unacceptable and unsuitable; or
   v. Fails to continue to perform pursuant to the CONTRACT DOCUMENTS; or
   vi. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency; or
   vii. Makes assignment for the benefit of creditors; or
   viii. For any other cause whatsoever, fails to perform the duties set forth in this AGREEMENT and the CONTRACT DOCUMENTS in an acceptable manner.

b. ACHD may terminate this AGREEMENT without cause if ACHD determines that such termination is in the best interests of ACHD. ACHD shall deliver a Notice of Termination to the VENDOR specifying when such termination shall become effective and what remaining performance by the VENDOR or furnishing of ITEM(s) will be authorized and compensated.

c. In the event ACHD terminates this AGREEMENT with cause as set forth in Sub-Section (a), any costs and charges incurred by ACHD, together with the cost of completing the work under the CONTRACT DOCUMENTS, will be deducted from any monies due or which may become due the VENDOR. If such expense exceeds the sum which would have been payable under the AGREEMENT, then the VENDOR and his SUPPLY BOND, if required, shall be liable and shall pay to ACHD the amount of the excess. If it is determined that the VENDOR was not in default under Sub-Section (a), then the rights and obligations of the parties shall be the same as if termination had been made pursuant to Sub-Section (b).

d. In the event ACHD terminates this AGREEMENT without cause for the best interests of ACHD as set forth in Sub-Section (b), then:
   i. After Receipt of Notice of Termination, the VENDOR shall submit to ACHD a termination claim no later than ninety (90) calendar days from effective date of termination. Upon failure of the VENDOR to submit a termination claim, ACHD may determine, on the basis of information available, the amount, if any, due to the VENDOR by reason of the termination and shall thereupon pay to the VENDOR the amount so determined.
   ii. VENDOR and ACHD may agree upon the whole or any part of the amount or amounts to be paid to the VENDOR by reason of the total or partial termination, provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments other made and as further reduced by the contract price of the SPECIFICATIONS not yet completed.

SECTION 25. NONAPPROPRIATION. If ACHD is precluded from committing to make certain future payments due hereunder, this paragraph will apply. ACHD has appropriated the funds necessary to make all payments when due under the Agreement during ACHD’s initial fiscal period during the Agreement term. ACHD agrees that in each succeeding fiscal year during the
term of this Agreement, ACHD will take all necessary steps to make a timely appropriation of funds in order to pay the payments due hereunder during that period, subject to the annual appropriations limitation imposed upon ACHD under state law. In the event that despite the best efforts of ACHD, ACHD determines that funds for any amounts under this Agreement will not be available or cannot be obtained during any succeeding fiscal period, ACHD may terminate this Agreement prior to the commencement of such succeeding fiscal period by giving written notice to CONTRACTOR/CONSULTANT/VENDOR of such determination at least 60 days prior to the first day of such succeeding period for which an appropriation has not been made by ACHD.

SECTION 26. FORUM, GOVERNING LAW. This AGREEMENT and the integrated CONTRACT DOCUMENTS shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho. The proper forum for any legal action that may arise under this AGREEMENT and the CONTRACT DOCUMENTS shall be the Fourth Judicial District of the State of Idaho, in and for the County of Ada.

SECTION 27. ARBITRATION. Either party may request any dispute arising out of this AGREEMENT be resolved by submitting the dispute to arbitration as provided in Section 7-901 et seq Idaho Code by providing written notice to the other party as provided in Section 11.

SECTION 28. ATTORNEY FEES. In any action arising under this AGREEMENT, the unsuccessful party therein agrees to reimburse the prevailing party for its attorney fees, expended or incurred, in connection therewith.

SECTION 29. ACHD OFFICIALS, AGENTS, AND EMPLOYEES NOT PERSONALLY LIABLE. It is agreed by the parties that in no event shall any official, officer, agent, or employee of ACHD be held in any way personally responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement or representation made.

SECTION 30. DISCRIMINATION PROHIBITED. Notwithstanding the foregoing; in performing this AGREEMENT, VENDOR shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, genetic information, national origin, age or non-job related handicap or because of prior military service or current military status, and shall comply with all applicable Federal and state laws and regulations and executive order of governmental agencies relating to civil and human rights.

SECTION 31. ACKNOWLEDGMENT OF NON-EMPLOYMENT. VENDOR certifies, warrants, covenants, and agrees that in compliance with Idaho Code § 40-1309 and ACHD Policy Section 2033.4.4, no Ada County Highway District commissioner, director, employee and/or their family member is or shall be contractually or otherwise interested, directly or indirectly, in this AGREEMENT nor in any business providing services under the AGREEMENT whether as a prime, sub, or independent contractor, or employee thereof. For purposes of this paragraph, a family member is defined as any person related to an Ada County Highway District commissioner, director, employee by blood, adoption, or marriage within the second degree and shall mean a father, mother, son, daughter, brother, sister, grandfather, grandmother, grandson, or granddaughter, in full, half, step, or in-law.

SECTION 32. NEGLIGENCE/INDEMNITY. VENDOR agrees to indemnify, defend, release and save and hold harmless ACHD and its respective officers, board, commission, employees, agents and contractors from and against: (1) any and all damages, including but not limited to loss of use, to property or injuries to or death of any person or persons (including but not limited to property and officers, agents and employees of ACHD), and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, or by anyone whomsoever,
regardless of the legal theories upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and worker’s compensation, in any way resulting from, connected with, or arising out of, directly or indirectly, the tortuous or negligent actions or omissions of the VENDOR in connection with the operations or performance of this AGREEMENT, including actions or omissions of sub-consultants, and the acts or omissions, of the officers, employees, agents, representatives, invitees, or licensees of the VENDOR; provided however, that VENDOR need not indemnify ACHD or its officers, board members, agents and employees from the damages proximately caused by and apportioned to the negligence of ACHD or its officers, board members, agents and employees. This indemnity clause shall also cover ACHD defense costs in the event ACHD, in its sole discretion, elects to provide its own defense. VENDOR shall obtain, at its own expense, any additional insurance that it deems necessary for ACHD’s protection in the performance of this AGREEMENT. This defense and indemnification obligation of VENDOR shall survive the expiration or termination of this AGREEMENT.

SECTION 33. PUBLIC AGENCY CLAUSE. VENDOR agrees that the ITEM(s) and their prices contained in this AGREEMENT shall be extended to other Public Agencies defined in Idaho Code 67-2327 and in accordance with the provisions of Idaho Code 67-2803(1). ACHD advises that it is the responsibility of the Public Agency to independently contract, issue purchase orders, et al., with the VENDOR and/or comply with any other applicable provisions of Idaho Code governing public contracting.

SECTION 34. WARRANTY OF AUTHORITY TO EXECUTE.

a. The person executing this AGREEMENT on behalf of ACHD represents and warrants due authorization to do so on behalf of ACHD, and that upon execution of this AGREEMENT on behalf of ACHD, the same is binding upon, and shall enure to the benefit of, ACHD.

b. The person executing this AGREEMENT on behalf of VENDOR represents and warrants due authorization to do so on behalf of VENDOR, and that upon execution of this AGREEMENT on behalf of VENDOR, the same is binding upon, and shall enure to the benefit of VENDOR.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day, month, and year first above written.

ADA COUNTY HIGHWAY DISTRICT

By: ________________________________

VENDOR

By: ________________________________

Title: ________________________________

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.
VENDOR:

STATE OF )
    ) ss.
County of )

On this ___ day of __________, 20___, before me, ________________________, a Notary Public in and for the State of ________, personally appeared ________________________, known or identified to me to be the person who executed this instrument, and acknowledged to me that he executed the same.

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

_____________________________________
Notary Public for Idaho
Residing at: ___________________________
My Commission Expires: _________________

ADA COUNTY HIGHWAY DISTRICT:

STATE OF IDAHO )
    ) ss.
County of Ada )

On this ___ day of __________, 20___, before me, ________________________, a Notary Public in and for the State of Idaho, personally appeared ________________________, known or identified to me to be the ____________________________ for Ada County Highway District, the person who executed this instrument on behalf of said District, and acknowledged to me that the Ada County Highway District executed the same.

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

_____________________________________
Notary Public for Idaho
Residing at: ___________________________
My Commission Expires: _________________
PURCHASE AGREEMENT

Exhibit “B”

PAYMENT SCHEDULE

A. For the provision and delivery of the ITEM(s), as specified in the Exhibit “A”, SPECIFICATIONS, ACHD agrees to pay an amount not-to-exceed Dollars ($0.00) to the VENDOR as provided in Section 3, Payment.

B. See attached Bid Schedule.
PURCHASE AGREEMENT  
Exhibit “C”  
- -  
DELIBERY SCHEDULE  

A. DELIVERY DATE  

VENDOR and ACHD herein agree that the ITEM(s) as set forth in the Section 2 is/are required to be delivered within fifteen (15) calendar days from the date of the Purchase Order of this AGREEMENT as provided in Section 4, Time for Delivery and Extensions.  

B. LIQUIDATED DAMAGES  

1. The ACHD and the Vendor agree that the liquidated damages provisions in the Purchase Agreement are a reasonable forecast of the actual damages that would be suffered by the ACHD in the event of Vendor non-performance, that such liquidated damages are not a penalty but represent the reasonable compensation due to the purchaser in the event of a breach, and that such liquidated damages will be assessed as set forth herein.  

2. Any delay by the Vendor in meeting the delivery date set forth in this contract will interfere with the proper implementation of ACHD programs and will result in loss and damage to ACHD.  

3. As it would be impracticable to fix the actual damage sustained in the event of any such failure(s) to perform, ACHD and Vendor agree that in the event of any such failure(s) to perform, the amount of damage that will be sustained will be the amount set forth in the following subsections and the parties agree that Vendor shall pay such amounts as liquidated damages and not as a penalty.  

4. If Vendor does not adhere to the order and delivery procedure as outlined in the Purchase Agreement, then Vendor shall provide a revised Delivery Date and pay to ACHD a fixed and agreed liquidated damages, in lieu of all other damages due to such delay, for each calendar day between the specified Delivery Date and the date that Vendor actually delivers the Equipment. The amount of this liquidated damage shall be an amount of 1.5% of the Purchase Order value per calendar day, not to exceed 20%, as a delivery default to cover the ACHD anticipated administrative expense caused by late delivery.  

5. If the revised Delivery Date is more than fourteen (14) calendar days from the original Delivery Date, then by written notice to Vendor, ACHD may immediately terminate the right of Contractor to deliver the Material in accordance with Section 25, Termination by ACHD, of the Purchase Agreement, and ACHD may obtain substitute Material from another source. In this event, Vendor shall be liable for fixed and agreed-upon liquidated damages, in lieu of all other damages due to such delay, in the amount specified above, until substitute Material is delivered up to a maximum of 20% of the original invoice.
C. LIQUIDATED DAMAGES BASED ON DENSITY OF PAINT

Liquidated damages will be assessed on product cost. Determination of the liquidated damage to be applied will be based on testing procedures, as outlined in Exhibit “A” Specification. Total accumulated liquidated damages will not exceed 50% of the product cost or complete rejection.

D. LIQUIDATED DAMAGES BASED ON DENSITY OF PAINT

Field samples taken of the delivered paint will be checked for density according to ASTM D1475. If the test results show that the paint does not meet the density requirements of these specifications, the paint Vendor will be subject to liquidated damages based on the total weight of the respective shipment as follows:

<table>
<thead>
<tr>
<th>Tolerance</th>
<th>Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>± .334 lb/gal</td>
</tr>
<tr>
<td>± .335 lb/gal</td>
<td>± .500 lb/gal</td>
</tr>
<tr>
<td>± .501 lb/gal</td>
<td>Greater</td>
</tr>
</tbody>
</table>

E. LIQUIDATED DAMAGES BASED ON VISCOSITY

Field samples taken of the delivered paint will be checked for viscosity at 77º F according to ASTM D562. If the results do not meet the requirements of these specifications, the paint Vendor will be subject to liquidated damages based on the total weight of the respective shipment as follows:

1. If the viscosity of the paint when measured at 77º F is between 80KU and 84KU or is between 96KU and 100 KU, then ACHD will assess liquidated damages in the amount of 25% of the total product cost or reject the product.

2. If the viscosity of the paint when measured at 77º F is below 80KU or above 100KU, then ACHD will assess liquidated damages in the amount of 50% of the total product cost or reject the product.

F. LIQUIDATED DAMAGES BASED ON APPROVED ACRYLIC EMULSION

The acrylic emulsion must be either Rohm and Hass Rhoplex Fastrack 3427 or ACHD approved equal. Failure to meet this requirement shall constitute a 50% penalty or rejection.
PURCHASE AGREEMENT
2019 Paint
TO19-01

This PURCHASE AGREEMENT (hereinafter “AGREEMENT”) is made and entered into in this 5th day of December 2018 by and between Ada County Highway District (hereinafter “ACHD”), and Ozark Materials, LLC. (hereinafter “VENDOR”).

RECITALS

WHEREAS, ACHD is a single countywide highway district located in the county of Ada and is responsible for all secondary county and city highways within Ada County, Idaho; and

WHEREAS, ACHD has all powers necessary and incidental to the statutory powers granted to it under Title 40, Idaho Code; and

WHEREAS, ACHD has consulted with the ACHD Commission and the Traffic Division Deputy Director, and has determined the necessity of the ITEM(s) specified herein; and

WHEREAS, ACHD has advertised for bids, and the VENDOR has responded to the competitive procurement and has been determined to be the lowest cost responsive bidder in accordance with Idaho Code 67-2806; and

WHEREAS, ACHD desires to enter into an AGREEMENT with the VENDOR for the purchase of the ITEM(s) specified herein, and has been awarded the contract by the ACHD Commission.

NOW, THEREFORE, BE IT RESOLVED, for and in consideration of the mutual covenants and conditions hereof, and the payments to be made hereunder, the parties agree as follows:

AGREEMENT

SECTION 1. DEFINITIONS. For the purposes of this AGREEMENT, the following terms are defined:

a. ACHD shall mean the Ada County Highway District, a body politic and corporate of the State of Idaho that is responsible for all secondary city and county highways within Ada County. The ACHD Director or his representative may act on behalf of ACHD. For the purposes of this AGREEMENT, the ACHD mailing address is Ada County Highway District, 3775 Adams Street, Garden City, Idaho, 83714; the telephone number is 387-6100; and the facsimile number is 387-6391.

b. AGREEMENT shall mean this PURCHASE AGREEMENT between ACHD and VENDOR. The word AGREEMENT may be used throughout this document to also mean CONTRACT DOCUMENTS.

c. CONTRACT DOCUMENTS shall mean the documents that, when combined, make up the ACHD solicitation for the purchase of the ITEM(s) which includes the Invitation to Bid,
Instructions to Bidders, Specifications, Bid Schedule, Bid Proposal, and AGREEMENT as well as any other document identified as part of the solicitation such as Addenda.

d. ITEM(s) shall mean the materials, supplies, or goods, that are the subject of the procurement and this AGREEMENT, and are described in SPECIFICATIONS.

e. SPECIFICATIONS shall mean all the dimensions, quantities, provisions, and requirements describing the ITEM(s) under purchase and included in the CONTRACT DOCUMENTS.

f. SUPPLY BOND shall mean a bond obtained by the VENDOR which guarantees that the VENDOR shall furnish the ITEM(s) as contracted in this AGREEMENT. Should the VENDOR fail to furnish the ITEM(s) as contracted in this AGREEMENT or otherwise default on its obligations under this AGREEMENT, the surety shall pay ACHD the amount of the SUPPLY BOND. The SUPPLY BOND shall be equal to one hundred percent (100%) of the Payment value as set forth in Section 3.

g. VENDOR shall mean Ozark Materials, LLC. For the purposes of this AGREEMENT, the VENDOR mailing address is 591 Glendale Avenue, Greenville, Alabama 36037; the telephone number is (334) 371-2300; and the facsimile number is (334) 213-2996.

SECTION 2. PROCUREMENT.

a. VENDOR agrees to provide for sale and deliver the ITEM(s) particularly described in Exhibit “A”, SPECIFICATIONS, and attached hereto.

b. VENDOR will provide additional quantities of the ITEM(s) or otherwise modify the ITEM(s) as described in Exhibit “A”, SPECIFICATIONS, as desired by ACHD by means of a written Change Order signed by a person authorized by ACHD to execute such Change Order in accordance with ACHD policy. Such prior written authorization by ACHD shall be a condition precedent to any claim of VENDOR for payment.

SECTION 3. PAYMENT. For the provision and delivery of the ITEM(s), as specified in the Exhibit “A”, SPECIFICATIONS, ACHD agrees to pay an amount not to exceed Four Hundred Fifty-Five Thousand, Five Hundred Twenty US Dollars ($455,520.00) to the VENDOR as provided in Exhibit “B”, PAYMENT SCHEDULE.

a. Partial payments will be made by ACHD upon periodic invoices submitted by the VENDOR.

b. Partial payments shall be based upon the value of the ITEM(s) delivered, furnished, and/or installed to date by the VENDOR that conform to the SPECIFICATIONS.

c. Invoice submittals are to be sent to ACHD as provided in Section 10.

SECTION 4. TIME FOR DELIVERY AND EXTENSIONS. VENDOR and ACHD herein agree that the ITEM(s) as set forth in the Section 2 is/are required to be delivered within 15 calendar days from the date of the Purchase AGREEMENT as provided in Exhibit “C”, DELIVERY SCHEDULE. ACHD will grant extensions for the following: delays caused by ACHD, excessive time required to process submittals by ACHD, or additional ITEM(s) requested by ACHD.

SECTION 5. DURATION OF AGREEMENT. This AGREEMENT shall commence immediately upon execution by the ACHD Commission and shall continue until September 30, 2019.

SECTION 6. F.O.B. GARDEN CITY. The VENDOR shall, at his own expense and risk, transport any ITEM(s) called for within the CONTRACT DOCUMENTS to ACHD principal place of business located in Garden City, Idaho.
SECTION 7. CONDITION OF GOODS. The ITEM(s) provided shall conform in all respects to the SPECIFICATIONS provided in CONTRACT DOCUMENTS. Any ITEM(s) offered or shipped by the VENDOR shall be new and warranted to be fit for purposes as set forth in the CONTRACT DOCUMENTS. In the event the ITEM(s) supplied by the VENDOR to ACHD has an irregular appearance or physical blemish, and even though the ITEM(s) is/are fit for the specific purpose intended, nevertheless, ACHD reserves the right to reject such ITEM(s) or require the VENDOR to repair such physical defect or irregularity.

SECTION 8. RESPONSIBILITY FOR DAMAGES. The VENDOR shall indemnify, save and hold harmless, and defend, regardless of outcome, ACHD and its officers, agents, and employees from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of other, or any employee of VENDOR or subcontractor, caused by or arising out of the performance, act, or omission of any term or provision of the CONTRACT DOCUMENTS.

SECTION 9. ORDER ACKNOWLEDGEMENT. The VENDOR agrees to provide written acknowledgement of all orders received from ACHD within twenty-four (24) hours of order entry. If the VENDOR receives an order from ACHD on a Friday or holiday, then the acknowledgement shall be sent ACHD the next business day.

SECTION 10. NOTICES. Any and all notices required to be given by either of the parties hereto shall be in writing and deemed delivered when either:

a. Delivered personally to the contact at the address below; or

b. Sent by fax to the other party at the facsimile number set forth below; or

c. Deposited in the United States Mail via certified, return receipt requested, postage pre-paid mail, addressed to the other party at the address set forth below; or

d. Transmitted by other facsimile number or mailing address as may be provided by written notice of such change given to the other in the same manner as provided above.

FOR ACHD:  Greg Fullerton, Traffic Operations Superintendent
            Ada County Highway District
            3775 Adams Street
            Garden City, Idaho, 83714
            Facsimile Number: (208) 387-6391
            Telephone Number: (208) 387-

FOR VENDOR:  Kasi Pierce, Bid Coordinator
              Ozark Materials, LLC
              591 Glendale Avenue
              Greenville, Alabama 36037
              Facsimile Number: (334) 213-2996
              Telephone Number: (334) 371-2300

SECTION 11. SUBMITTALS. All ITEM(s) submittal documentation that may be required by the SPECIFICATIONS shall include purchase order numbers and appear on all acknowledgements, shipping labels, packing lists, and invoices. All correspondence is to be sent to ACHD as provided in Section 10.

SECTION 12. DELIVERY OF MANUALS. All manuals relating to ITEM(s) shall be submitted to ACHD prior to the time of the delivery as provided by Section 4 or at the time of the delivery.
SECTION 13. SUPPLY BOND. If required by ACHD in the CONTRACT DOCUMENTS, the VENDOR agrees to furnish a SUPPLY BOND for one hundred percent (25%) of the contract value within twenty (20) calendar days from execution of this AGREEMENT.

SECTION 14. RELEASE OF SUPPLY BOND. ACHD will authorize the release of the SUPPLY BOND after, in the opinion of ACHD, the VENDOR has fully and completely performed under this AGREEMENT, and there are no outstanding disputes or claims pursuant to the terms of the CONTRACT DOCUMENTS.

SECTION 15. LIABILITY INSURANCE. VENDOR agrees to maintain, during the term of this AGREEMENT, Comprehensive General Liability Insurance having a minimum limit of $100,000 per claim and $500,000 aggregate, Motor Vehicle Insurance having a minimum limit of $100,000 per claim and $500,000 aggregate, and required Workers Compensation Insurance, and all other insurance required to be maintained under the laws of the State of Idaho. VENDOR agrees to furnish a Certificate of Insurance certifying to ACHD that such coverage is in force within twenty (20) calendar days from the execution of this AGREEMENT.

SECTION 16. INTENT OF AGREEMENT. It is the intent of the parties by the execution of this AGREEMENT, which is integrated and incorporated as part of the CONTRACT DOCUMENTS, to adequately set forth the full agreement between the parties for the sale and purchase of the ITEM(s).

SECTION 17. MULTIPLE DOCUMENTS. The parties agree that all CONTRACT DOCUMENTS are essential parts to the complete agreement between ACHD and VENDOR. A requirement occurring in one is as binding as though occurring in all. The documents are intended to be complementary; however, in the case of discrepancy, SPECIFICATIONS will govern over the Instructions to Bidders.

SECTION 18. BINDING EFFECT. Upon the execution of this AGREEMENT by ACHD, it shall be binding upon and inure to the benefit of the parties hereto and their successors.

SECTION 19. ENTIRE AGREEMENT - MODIFICATION. This AGREEMENT and the CONTRACT DOCUMENTS constitute the entire understanding between the parties with respect to this transaction. Any modification must be in writing and signed by both parties.

SECTION 20. ASSIGNMENT. No order or any interest in this AGREEMENT shall be transferred by VENDOR without the written approval of ACHD.

SECTION 21. AGREEMENT SUPPLEMENTED BY UNIFORM COMMERCIAL CODE. Both parties agree that the Uniform Commercial Code (UCC) adopted in Idaho as Title 28, Chapters 1 through 12, especially Chapter 2, Sale of Goods, shall govern the parties’ relationship with regard to the ITEM(s) to the extent that the UCC does not conflict with any provision specifically set forth in this AGREEMENT and the CONTRACT DOCUMENTS.

SECTION 22. DUTIES OF THE PARTIES. The VENDOR does herein agree to undertake its duties as set forth in the CONTRACT DOCUMENTS for the sale and delivery of ITEM(s). ACHD does herein agree to accept ITEM(s) conforming to the SPECIFICATIONS, provide notice to cure any non-conforming ITEM(s), and pay monies owed the VENDOR pursuant to ACHD acceptance of conforming ITEM(s).

SECTION 23. TERMINATION BY VENDOR. The parties agree that the VENDOR may terminate this AGREEMENT for cause based upon the failure of ACHD to tender payment as set forth in Section 3.
SECTION 24. TERMINATION BY ACHD.

a. ACHD may terminate for cause if VENDOR:
   i. Fails to execute this AGREEMENT; or
   ii. Fails to begin performance under the terms of this AGREEMENT in a timely manner; or
   iii. Fails to furnish conforming ITEM(s) and fails to cure after notice has been given; or
   iv. Performs any service required in SPECIFICATIONS unsuitably or performs work anew as may be rejected as unacceptable and unsuitable; or
   v. Fails to continue to perform pursuant to the CONTRACT DOCUMENTS; or
   vi. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency; or
   vii. Makes assignment for the benefit of creditors; or
   viii. For any other cause whatsoever, fails to perform the duties set forth in this AGREEMENT and the CONTRACT DOCUMENTS in an acceptable manner.

b. ACHD may terminate this AGREEMENT without cause if ACHD determines that such termination is in the best interests of ACHD. ACHD shall deliver a Notice of Termination to the VENDOR specifying when such termination shall become effective and what remaining performance by the VENDOR or furnishing of ITEM(s) will be authorized and compensated.

c. In the event ACHD terminates this AGREEMENT with cause as set forth in Sub-Section (a), any costs and charges incurred by ACHD, together with the cost of completing the work under the CONTRACT DOCUMENTS, will be deducted from any monies due or which may become due the VENDOR. If such expense exceeds the sum which would have been payable under the AGREEMENT, then the VENDOR and his SUPPLY BOND, if required, shall be liable and shall pay to ACHD the amount of the excess. If it is determined that the VENDOR was not in default under Sub-Section (a), then the rights and obligations of the parties shall be the same as if termination had been made pursuant to Sub-Section (b).

d. In the event ACHD terminates this AGREEMENT without cause for the best interests of ACHD as set forth in Sub-Section (b), then:
   i. After Receipt of Notice of Termination, the VENDOR shall submit to ACHD a termination claim no later than ninety (90) calendar days from effective date of termination. Upon failure of the VENDOR to submit a termination claim, ACHD may determine, on the basis of information available, the amount, if any, due to the VENDOR by reason of the termination and shall thereupon pay to the VENDOR the amount so determined.
   ii. VENDOR and ACHD may agree upon the whole or any part of the amount or amounts to be paid to the VENDOR by reason of the total or partial termination, provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments other made and as further reduced by the contract price of the SPECIFICATIONS not yet completed.

SECTION 25. NONAPPROPRIATION. If ACHD is precluded from committing to make certain future payments due hereunder, this paragraph will apply. ACHD has appropriated the funds necessary to make all payments when due under the Agreement during ACHD's initial fiscal period during the Agreement term. ACHD agrees that in each succeeding fiscal year during the
term of this Agreement, ACHD will take all necessary steps to make a timely appropriation of funds in order to pay the payments due hereunder during that period, subject to the annual appropriations limitation imposed upon ACHD under state law. In the event that despite the best efforts of ACHD, ACHD determines that funds for any amounts under this Agreement will not be available or cannot be obtained during any succeeding fiscal period, ACHD may terminate this Agreement prior to the commencement of such succeeding fiscal period by giving written notice to CONTRACTOR/CONSULTANT/VENDOR of such determination at least 60 days prior to the first day of such succeeding period for which an appropriation has not been made by ACHD.

SECTION 26. FORUM, GOVERNING LAW. This AGREEMENT and the integrated CONTRACT DOCUMENTS shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho. The proper forum for any legal action that may arise under this AGREEMENT and the CONTRACT DOCUMENTS shall be the Fourth Judicial District of the State of Idaho, in and for the County of Ada.

SECTION 27. ARBITRATION. Either party may request any dispute arising out of this AGREEMENT be resolved by submitting the dispute to arbitration as provided in Section 7-901 et seq Idaho Code by providing written notice to the other party as provided in Section 11.

SECTION 28. ATTORNEY FEES. In any action arising under this AGREEMENT, the unsuccessful party therein agrees to reimburse the prevailing party for its attorney fees, expended or incurred, in connection therewith.

SECTION 29. ACHD OFFICIALS, AGENTS, AND EMPLOYEES NOT PERSONALLY LIABLE. It is agreed by the parties that in no event shall any official, officer, agent, or employee of ACHD be held in any way personally responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement or representation made.

SECTION 30. DISCRIMINATION PROHIBITED. Notwithstanding the foregoing; in performing this AGREEMENT, VENDOR shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, genetic information, national origin, age or non-job related handicap or because of prior military service or current military status, and shall comply with all applicable Federal and state laws and regulations and executive order of governmental agencies relating to civil and human rights.

SECTION 31. ACKNOWLEDGMENT OF NON-EMPLOYEMENT. VENDOR certifies, warrants, covenants, and agrees that in compliance with Idaho Code § 40-1309 and ACHD Policy Section 2033.4.4, no Ada County Highway District commissioner, director, employee and/or their family member is or shall be contractually or otherwise interested, directly or indirectly, in this AGREEMENT nor in any business providing services under the AGREEMENT whether as a prime, sub, or independent contractor, or employee thereof. For purposes of this paragraph, a family member is defined as any person related to an Ada County Highway District commissioner, director, employee by blood, adoption, or marriage within the second degree and shall mean a father, mother, son, daughter, brother, sister, grandfather, grandmother, grandson, or granddaughter, in full, half, step, or in-law.

SECTION 32. NEGLIGENCE/INDEMNITY. VENDOR agrees to indemnify, defend, release and save and hold harmless ACHD and its respective officers, board, commission, employees, agents and contractors from and against: (1) any and all damages, including but not limited to loss of use, to property or injuries to or death of any person or persons (including but not limited to property and officers, agents and employees of ACHD), and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever,
regardless of the legal theories upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and worker's compensation, in any way resulting from, connected with, or arising out of, directly or indirectly, the tortuous or negligent actions or omissions of the VENDOR in connection with the operations or performance of this AGREEMENT, including actions or omissions of sub-consultants, and the acts or omissions, of the officers, employees, agents, representatives, invitees, or licensees of the VENDOR; provided however, that VENDOR need not indemnify ACHD or its officers, board members, agents and employees from the damages proximately caused by and apportioned to the negligence of ACHD or its officers, board members, agents and employees. This indemnity clause shall also cover ACHD defense costs in the event ACHD, in its sole discretion, elects to provide its own defense. VENDOR shall obtain, at its own expense, any additional insurance that it deems necessary for ACHD's protection in the performance of this AGREEMENT. This defense and indemnification obligation of VENDOR shall survive the expiration or termination of this AGREEMENT.

SECTION 33. PUBLIC AGENCY CLAUSE. VENDOR agrees that the ITEM(s) and their prices contained in this AGREEMENT shall be extended to other Public Agencies defined in Idaho Code 67-2327 and in accordance with the provisions of Idaho Code 67-2803(1). ACHD advises that it is the responsibility of the Public Agency to independently contract, issue purchase orders, et al., with the VENDOR and/or comply with any other applicable provisions of Idaho Code governing public contracting.

SECTION 34. WARRANTY OF AUTHORITY TO EXECUTE.

a. The person executing this AGREEMENT on behalf of ACHD represents and warrants due authorization to do so on behalf of ACHD, and that upon execution of this AGREEMENT on behalf of ACHD, the same is binding upon, and shall enure to the benefit of, ACHD.

b. The person executing this AGREEMENT on behalf of VENDOR represents and warrants due authorization to do so on behalf of VENDOR, and that upon execution of this AGREEMENT on behalf of VENDOR, the same is binding upon, and shall enure to the benefit of VENDOR.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day, month, and year first above written.

ADA COUNTY HIGHWAY DISTRICT

By: 
Sara M. Baker, Commission President

VENDOR

By: 

Title: VP of Operations

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.
VENDOR:

STATE OF AL )
County of Butler ) ss.

On this 20th day of November, 2018, before me, Julia Brys, a Notary Public in and for the State of AL, personally appeared Michael Dean, known or identified to me to be the person who executed this instrument, and acknowledged to me that he executed the same.

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

[Signature]
Julia Brys
Notary Public for Idaho
Residing at: 5911 Glen Dale Ave Greenville AL 36037
My Commission Expires: 7/18/20

ADA COUNTY HIGHWAY DISTRICT:

STATE OF IDAHO )
County of Ada ) ss.

On this 5th day of December, 2018, before me, Stacey Spencer, a Notary Public in and for the State of Idaho, personally appeared Sara M. Baker, known or identified to me to be the Commission President for Ada County Highway District, the person who executed this instrument on behalf of said District, and acknowledged to me that the Ada County Highway District executed the same.

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

[Signature]
Stacey Spencer
Notary Public for Idaho
Residing at: Boise, ID
My Commission Expires: August 13, 2019
PURCHASE AGREEMENT

Exhibit “A”

SPECIFICATIONS

HIGH BUILD WATERBORNE TRAFFIC STRIPING PAINT

Ada County Highway District (ACHD) uses high build waterborne traffic line paint for striping roadways. ACHD is expecting to purchase the approximate quantities, as indicated on the Bid Schedule, during the course of the striping season. These quantities are projected approximations and may be higher or lower depending on the actual quantities needed. The exact quantity of paint to be purchased will be at the discretion of ACHD. Product will be shipped in 250 gallon Bulk Containers.

The bid will be awarded to the company submitting the lowest cost price as well as responsive to the requirements of this procurement and in compliance with the specification.

A. SAMPLING

Paint ordered from the successful bidder (Vendor) may be sampled and tested at any time, at the discretion of ACHD. ACHD reserves the right to accept, reject, or assess liquidated damages on a specific batch or batches of paint based upon field or laboratory test results.

In the event the traffic paint supplied does not comply with these specifications, the Vendor shall be assessed liquidated damages as provided in the Purchase Agreement or the Vendor may be required to replace all such paint at their own expense. This includes all handling and transportation charges. Any material rejected shall be replaced within seven (7) calendar days.

Two shipments per contract year of product found by ACHD to be rejected may result in contract termination.

B. PROTECTION

The Vendor shall assume all costs arising from the use of patented materials, devices, or processes used on, or incorporated into the work. The Vendor agrees to indemnify and save harmless ACHD and its duly authorized agents from law suits or action of any nature, for, or on account of, the use of any patented materials, equipment, devices, or processes by the Vendor.

C. ACCEPTABILITY OF PAINT

Acceptability of the paint shall be judged solely by ACHD. Decisions concerning the acceptability of the paint shall be in the best interests of the ACHD, and shall be final.

D. SPECIFICATIONS OF PAINT

Attached are ACHD Specifications for waterborne white and yellow traffic paint.

E. NOTIFICATION OF TEST RESULT AND AWARD

The Purchase Agreement will be awarded based on the formulation submitted by the Vendor meeting the requirements of these Specifications and the lowest bid. Both the white and yellow
traffic paint shall be of the same paint formulation and must meet the requirements of these Specifications before formulation will be approved.

No splitting of formulations for approval shall be allowed. Each Vendor submitting samples will be notified as to whether or not their samples and bulk container systems passed or failed the ACHD Specifications.

F. EQUIPMENT PROTECTION

The Vendor shall be liable for any damages to ACHD paint equipment incurred by the ingredients or chemicals used in the paint and solvents.

G. DATA AND MATERIALS TO BE FURNISHED WITH BID

Each bid shall be accompanied with the following:

1. Detailed specifications for proposed product shall be submitted with the Bid Proposal.
2. Four (4) one-quart samples of white traffic paint. Each sample shall be clearly labeled with the Vendor Name and Paint Color.
3. Four (4) one-quart samples of yellow traffic paint. Each sample shall be clearly labeled with the Vendor Name and Paint Color.
4. Safety Data Sheets (SDS) for Paint Samples shall be submitted with the paint samples shipped and with the Bid Proposal.

Any bid not including these samples and information as stated above will be considered non-responsive.

SPECIFICATIONS FOR WHITE AND YELLOW STRIPING PAINT

1.0 GENERAL

The resin used in this formulation must be Dow Chemical HD21A or Arkema DT400 or an equal approved by ACHD.

The paint shall provide proper anchorage for the glass beads when applied at the rate of 17 mils wet film thickness on a smooth asphalt or concrete pavement surface. The glass beads shall be applied at the rate of 7 lbs/gal of paint. The glass beads are to be pressure applied immediately at the trailing edge of the paint.

The paint shall be free from foreign materials such as dirt, sand, and/or fibers from bags or other materials that can clog screens, valves, pumps, or other equipment used in striping. The paint shall show no evidence of excessive caking, settling, separation, livering, skinning, or corroding of the container upon storage in the bulk tanks or in the sealed container as received. The paint shall be capable of being applied with the striping equipment (airless system) to give a smooth uniform stripe without the following problems:

a. Solvent entrapment in the equipment
b. Paint skinning and splattering
c. Excessive pressure and gun adjustments
d. Excessive dusting or fogging

The Vendor shall certify that the waterborne paint does not contain any mercury, lead, hexavalent chromium, toluene, chlorinated solvents, hydrolyzable chlorine derivatives, ethylene-based glycol ethers and their acetates, nor any carcinogens, as defined in 29 CFR 1.
2.0 PIGMENT COMPOSITION

Pigments shall be first quality paint grade pigments. The pigment for the yellow paint shall be free from lead, and chromium. The product will be considered to be lead-free if the dry film is tested according to ASTM D3335 and found to have a total lead concentration less than 0.06%. The product will be considered to be chromium free if the dry film is tested according ASTM D3718 and the test results indicate that the product is chromium-free.

The dry film shall not become classified as a hazardous waste when tested according to EPA Method 1311 Toxicity Characteristic Leaching Procedure (TCLP) for all identified toxic metal concentrations. The Vendor shall supply test results and certification that the paints dry film is compliant to the TCLP toxic metal limits for Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, and Silver.

The pigment for the white traffic paint shall contain a minimum of 92% titanium dioxide meeting the requirements of ASTM D476, Type II. The inert or filler pigments must be of a type and quality generally recognized as first quality paint grade products, and shall not contribute to settling of the paint on storage, or be so hard as to cause excessive wear of the spray application equipment.

The combination of all pigments used in the formulation of both the white and yellow paints shall show no significant changes in color due to metamerism. Significant changes are defined as the white taking on a gray color and the yellow taking on a white color when judged according to ASTM D 4086 “Standard Practice for Visual Evaluation of Metamerism” between daylight illumination and night time illumination using headlights on a vehicle.

3.0 COMPOSITION

The composition of the paint shall be determined by the manufacturer. It will be the manufacturer’s responsibility to produce a waterborne traffic paint containing all the necessary ingredients to conform to all the properties as specified herein.

The pigment portion shall be a combination of prime and extender pigments as required to produce white and yellow traffic paint meeting the color and other requirements of the finished product for white and yellow as specified in this specification. A high grade pigment is required.

The white paint shall be pigmented with titanium dioxide meeting ASTM D476 Type II (Rutile).

The yellow paint shall be pigmented with Pigment Yellow C.I. #65 and/or Pigment Yellow C.I. #75. Other pigments may be added to meet the yellow color and opacity requirements. However, the paint shall not contain lead or chromium at levels above the limit set.

The percent pigment by weight of the finished product shall not be more than 65%.

4.0 SOLVENTS

At the request of ACHD, the Vendor shall furnish the name of the appropriate solvents used for clean-up of the waterborne paint. If special solvents are required the Vendor must indicate the sources and cost of solvents in the Bid Proposal.

4.1 HEATING OF PAINT

The paint shall not require additional heating to properly atomize. Paint not able to atomize or allow normal application at ambient temperatures above 50 degrees Fahrenheit shall be deemed to not meet specification.
5.0 WATERBORNE TRAFFIC LINE PAINT QUALITATIVE AND QUANTITATIVE REQUIREMENTS

Condition in the Container: The paint, as received, shall show no evidence of biological growth, corrosion of the container, livering or hard settling. The paint shall be returned to a smooth and homogeneous consistency, which is free from gel structures, persistent foam, or air bubbles – using only hand mixing.

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<thead>
<tr>
<th></th>
<th>WHITE</th>
<th>YELLOW</th>
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<tbody>
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<td>b. Total Pigment, % by weight, max</td>
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<td>g. Density, pounds ±0.20 lb/gal, vs. bid sample</td>
<td>vs. bid sample</td>
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<tr>
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<td>130</td>
</tr>
<tr>
<td>l. No Tracking Time, field tested, seconds</td>
<td>20-90</td>
<td>20-90</td>
</tr>
<tr>
<td>m. Volatile Organic Compound, grams/lit, max</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>n. Bleeding ratio, min</td>
<td>.98</td>
<td>.98</td>
</tr>
<tr>
<td>o. Dry Opacity @5 mil Bird Bar</td>
<td>0.95</td>
<td>0.92</td>
</tr>
<tr>
<td>p. Daylight Reflectance @15 mils wet, %</td>
<td>&gt;90</td>
<td>55-59</td>
</tr>
<tr>
<td>q. Lead, ASTM D3335, % in dried paint, max</td>
<td>0.06</td>
<td>0.06</td>
</tr>
<tr>
<td>r. Chromium, ASTM D3335, % in dried paint</td>
<td>Negative</td>
<td>Negative</td>
</tr>
</tbody>
</table>

The Vendor shall certify that the waterborne traffic line paint is VOC compliant.
**The tests shall be conducted according to ASTM Methods, Federal Test Method Standard Number 141c (FTMS), or ACHD Test Methods described in the indicated sections of this specification.

6.0 TEST METHODS FOR WATERBORNE TRAFFIC LINE PAINT

6.1 DRY-THROUGH (EARLY WASHOUT)

Draw down the paint on a glass panel to a wet film thickness of 15 mils. Immediately place in a humidity chamber maintained at 70°F ± 5°F and 90% ± 5% relative humidity. Humidity outside of the chamber shall not exceed 50%. Only two panels shall be placed in the chamber at one time. Rohm Haas 3427 paint formula will be run with each sample as a control. The control shall dry in 90 –100 minutes or the test shall be invalid. Begin testing the panels at 90 minutes and at 10 minute intervals thereafter until 130 minutes has elapsed. (More frequent testing times allows the paint to prematurely cure and will give an erroneous result.) Test in accordance with ASTM D1640 except that the pressure exerted will be the minimum needed to maintain contact with the thumb and film.

6.2 STATIC HEAT STABILITY

Pour paint into a lined pint container to within 0.25 inches from the top, close the container, seal it with clips and tape, then place the container in an oven maintained at 140°F ± 2°F for 7 days. Equilibrate the paint at standard conditions and mix thoroughly with gentle stirring for a minimum of 2 minutes but not more than 5 minutes. The paint shall not show signs of livering, hard settling, coagulating, lumps or coarse particles. Then perform the consistency test in accordance to ASTM D562 at 77°F. The paint shall show no increase or decrease in viscosity greater than 7 KU over the original viscosity at 77°F.

6.3 FREEZE-THAW

Test in accordance with ASTM D2243 for 3 freeze-thaw cycles. Equilibrate the paint at standard conditions and mix thoroughly with gentle stirring for a minimum of 2 minutes but not more than 5 minutes. The paint shall not show excessive signs of livering, hard settling, coagulating, lumps or coarse particles. Then perform the consistency test in accordance to ASTM D562 at 77°F. The paint shall show no increase or decrease in viscosity greater than 5 KU over the original viscosity at 77°F.

6.4 COLOR AND APPEARANCE

Paint drawdowns shall be prepared according to ASTM D823. Colors shall not vary from the standards mentioned herein. Color determination shall be made without beads, at least 24 hours after application.

Color and appearance shall be evaluated using the following: Illuminant C, and standard observer angle 2 degrees. The geometry shall be 45/0 or 0/45. Measurements shall be taken from samples applied to an opacity chart, e.g., Leneta Form 2A, at a wet film thickness of 15 mils ± 1 mil. The applied sample shall have been allowed to dry for at least 24 hours before measurements are taken. The evaluation shall be as follows:

The color of the dry paint film of the sample shall match the XYZ values provided, under the specified conditions.
For white material: \( Y > 90 \). For yellow material, the target values are: \( X = 63.59, \ Y = 57.46, \ Z = 7.60 \).
The colors shall match when compared instrumentally. Tolerances for Yellow are as follows.
X range 60 – 67 units, Y range 55 – 59 units, Z range 6.5 – 8.5 units.

The measurements shall be taken from a sample applied over the white portion of an opacity chart. The Administration will approve or disapprove any batch based on a laboratory visual evaluation for blemishes and irregularities in the test specimen (i.e. cracks, flaking, surface depressions, pooling, etc.) that would interfere with the measurement of color and appearance on the opacity chart. The Administration will make the final decision.

The reflectance, without beads, and using CIE XYZ Yxy, shall be a minimum Y of 90% for white production batches; and a range of 55-59% for yellow production batches. The measurement shall be taken from a sample applied over the black portion of an opacity chart.

6.5 BLEEDING RATIO

Test in accordance with ASTM D868, except that the bleeding ratio is calculated by dividing the average reflectance of the paint applied to the asphalt-saturated felt by the average reflectance of the paint applied to the tape. Method of determining reflectance reading shall be the same as the method used to determine directional reflectance. (See Section 6.7) A 15 mil wet film thickness of paint shall be applied to the asphalt-saturated test panel.

6.6 CONTRAST RATIO

Test in accordance with ASTM D2805, except that the drawdown shall be applied with a 5 mil bird bar to a hiding power chart and air-dried overnight. The test film is prepared as detailed in ASTM D823.

6.7 DIRECTIONAL REFLECTANCE

Test in accordance with ASTM E1347, except using an instrument equal to Photovolt Model 577 with 45-degrees, 0-degree search unit and green filter standardized with a secondary standard of a porcelain-enamed metal plate. The test film is prepared as in Section 6.6.

6.8 YELLOWSNESS INDEX

Yellowness Index will be tested using a Photovolt Model 577 with 45-degrees, 0-degree search unit with amber, blue and green filters readings being taken on the white background. The test film is prepared as in ASTM D823 using a 6 mil wet film thickness of paint applied to a Hiding Power Chart and air-dried overnight. CIE Tristimulus values X, Y, Z, and the Yellowness Index are calculated as shown below:

\[ X = (0.8 \times \text{amber reading}) + 1.8 \times \text{blue reading}) / 100 \]
\[ Y = 1.0 \times \text{green reading}) / 100 \]
\[ Z = 1.18 \times \text{blue reading}) / 100 \]
\[ \text{Yellowness Index} = (1.25 \times X) - 1.038 \times Z / Y \]

6.9 SETTLING

Settling will be tested by filling a round-bottom centrifuge tube with the calculated weight of paint so that when it is centrifuged at the required revolutions per minute it will create 250 Pounds-force on the paint. The sample shall be revolved for two hours. The department will use a centrifuge tube capable of holding 150 grams of paint and it will be centrifuged at approximately 1820 revolutions per minute. The paint shall not show a clear separation at the top of the tube of more than 0.25 inches and the cake that forms in the bottom of the tube shall not be greater than 3.5 inches. The cake at the bottom of the tube shall be capable of being penetrated when probed with a stirring rod.
6.10 SKINNING
Fill a lined paint can 3/4 full with paint and seal tightly. Invert the can momentarily then turn it upright. Place the can in an area where the temperature is between 70°F and 80°F for 7 days. The sample shall not be agitated or disturbed until inspected. No evidence of a skin shall be present.

6.11 FLEXIBILITY
Test in accordance with ASTM D522 Test Method B, except that a 6 mil wet film thickness of paint is applied to a tin plate panel and baked for three hours at 220°F ± 2°F after air-drying overnight. After cooling the panel is bent 180 degrees over a 0.25 inch mandrel and examined without magnification. The paint shall show no evidence of cracking, flaking, or loss of adhesion.

6.12 CRACKING
The dry film shall show no cracks when examined after drying for 24 hours. The film shall be cast with a 15 mils wet film on 15 pounds asphalt saturated felt.

6.13 NO-TRACKING TIME
The paint shall be applied to smooth asphalt or concrete pavement at a wet film thickness of approximately 15 ± 2 mil. Application of the glass beads shall be at a rate of 6-7 lbs/gal of paint. Dry pavement temperature may vary between 50°F and 122°F. The relative humidity shall be a maximum of 85%. The no-tracking time shall be determined by a simulated passing maneuver made by a passenger car crossing over the paint line at a speed of approximately 40 mph. A line showing no visual pickup and redepositing of the materials onto the pavement surface, when viewed from a distance of 50 feet in the highway direction is considered as showing no-pickup and conforming to the dry time requirements. Under special circumstances of weather and pavement conditions, the paint may be heat applied at a temperature not to exceed 95°F to achieve the specified dry time.

6.14 SCRUB RESISTANCE
Test in accordance with ASTM D 2486 with the following exceptions.

In Section 8.1, replace the 7.0 mil clearance applicator with an applicator that will provide a wet film of 15 mils.

Replace Section 8.5 with the following:
"Record the number of cycles to remove the paint film fully in one continuous 1/8 inch wide line across the 1/2-inch width of the shim. Stop the machine and wipe off the area to determine the end point."

All bid samples will be tested using a GARDCO D10 Set Speed Linear Motion Test Machine. The test will be performed using a Nylon bristle brush in an aluminum block with a 5/4 pattern.

7.0 CONTAINERS
The paint shall be supplied in bulk containers to ACHD. Delivery of paint shall not be contingent upon the return of empty containers.
7.01 Bulk Containers

Bulk containers capable of holding 250 Gallons. The containers shall be new or reconditioned, Snyder Industries 275 gallon standard ultratainer w/HD 6" cap (see part #68345), and shall conform to Federal DOT Specification 57 from 49 CFR, Part 178.251, or 49 CFR Part 178 Subpart M and all other appropriate rules and regulations. Containers must have a certificate of compliance with 49 CFR Part 178.251 or Part 178 Subpart M regarding drop test requirements.

The Vendor shall furnish, at no additional cost to the ACHD, returnable containers. All containers must comply with the following specifications:

a. Be new or reconditioned polyethylene containers conforming to federal regulations and have a minimum 250 US gallons capacity as cited above.

b. Have forklift skids that are four-way accessible, on opposite sides, with outside dimensions not to exceed 48 inches.

c. Have at least two-way lifting lugs that provide stable and safe lifting.

d. Have covers and valves that can easily be resealed after partial use of contents.

e. Have either a hinged or screw-top opening of at least 6 inches in diameter that allows for easy viewing of the bladder to determine the amount of paint remaining in the bladder. View port shall be on top of the container.

f. Have a two-inch ball valve fitted with a male quick-disconnect at bottom of outlet of the container, and a two inch male quick-disconnect with sealable cap at the top of the container.

g. Have a security feature that shall protect the valve from being opened by accident or vandalism.

h. Be equipped with grade 304 or higher stainless steel fittings, piping, etc. compatible with latex based paint.

i. Have a system that allows the paint to be re-circulated without introducing additional air into the system.

j. Allow for easy hook-up to ACHD owned vehicles. Upon request, Vendor shall be responsible to make minor modifications to the containers.

k. Have an automatic air vent allowing air into the container to keep from collapsing when the paint is extracted from the container.

7.02 TUBULAR STYLE CAGE TOTE

Alternatively, paint may be supplied in 275 IBC Tubular Style Cage Tote filled to 250 gallons. These totes shall:

a. have a 2" valve with male QD (quick disconnect) adapter,
b. have a new 6" cap each time the tote is used to insure the bottle seals properly to avoid skinning

c. be a new or reconditioned cage and 275 gallon bottle
d. be filled with 250 gallons of paint
e. be capable of being stacked two (2) high when full
f. be capable of being lifted by forklift when full

If the successful vendor uses Tubular Style Cage Totes to supply the paint to ACHD, the vendor shall supply ACHD a minimum of 16 completely clean, empty, bulk containers per ACHD
striping truck. These totes shall meet the specification requirements outlined in 7.01 Bulk Containers above.

The empty totes will be secured to the striping truck and used by ACHD as tanks. Vendor shall furnish and remove, at no cost to the ACHD, returnable containers.

7.1 MARKINGS

Each container shall be labeled or stenciled legibly on a prominent location to show the following (abbreviations may be used):

a. Specification/formula number
b. Color
c. Name of manufacturer
d. Date of manufacture of the paint, month, day and year
e. Batch number
f. Tare weight of empty container
g. Location of manufacture
h. Weight per gallon
i. Viscosity of paint

7.2 STORAGE AND RETURN OF CONTAINER

Submission of a bid in response to Invitation to Bid constituted the Vendor guarantee to accept the return of all empty, undamaged containers at the point of delivery.

8.0 ACHD CONTACT

The principal contact for this Purchase Agreement shall be the ACHD Traffic Operations Superintendent. All communications shall be routed through the Traffic Operations Superintendent or his designee. The Traffic Operations Superintendent can be reached at Ada County Highway District, 3700 Adams Street, Garden City, Idaho, 83714, Telephone Number: (208) 387-6190, Fax Number: (208) 387-6391

9.0 CERTIFICATES OF COMPLIANCE

The Vendor shall supply Certificates of Compliance to ACHD for all materials supplied. ACHD may approve certain materials prior to sampling and testing, if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material and shall state that the materials involved comply in all respects with the requirements of these Specifications and the Contract Documents including the Purchase Agreement. A Certificate of Compliance shall be furnished with each lot of material delivered to ACHD. Each certified lot shall be clearly identified in the certificate.

All materials approved on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is approved on the basis of a Certificate of Compliance shall not relieve the Vendor of responsibility of complying with these specifications. Any material not conforming to the requirements set forth in these specifications will be subject to rejection.

ACHD reserves the right to refuse to accept material on the basis of a Certificate of Compliance.

10.0 SAFETY DATA SHEETS (SDS)

Safety Data Sheets (SDS) shall be provided by the manufacturer with each shipment. SDS shall include Health Hazard information for all materials provided by the Vendor.
11.0 DOCUMENTATION OF PAINT DELIVERIES

A copy of the following information shall accompany the bulk container shipments of paint to ACHD.

a. Invoice:
   1. Manufacturer.
   2. Paint destination.
   3. Color and type of paint.
   4. Paint batch number.
   5. Average density (lb/gal) and viscosity KU.
   6. Total gallons of paint delivered.
   7. Price per gallon and total cost.
   8. Number of bulk containers delivered to and returned from ACHD.

b. The manufacturer shall certify the weights for each tote. The manufacturer shall provide a certified weight ticket showing the specific tote identification number, tare weight, loaded weight and quantity of paint contained in each tote. The amount of paint delivered shall be measured by weight in pounds. Random weighing of the totes loaded and unloaded may be conducted by ACHD. Payment will be based on the weight of the paint delivered using the following formula:

   \[
   \text{Volume (gal)} = \frac{\text{Total paint weight (lb) (from certified weight ticket)}}{\text{Density (lb/gal) (*paint batch average)}}
   \]

   *Density (lb/gal) shown on the invoice shall not vary more than .334 lbs/gal from ACHD test results on samples.

c. Certificate of Compliance will certify compliance with these specifications.

   It is the responsibility of the Vendor to provide the information as previously outlined for each shipment of white and yellow traffic paint. One copy should accompany each shipment.

   Deliveries of Traffic Paint are to be made by the VENDOR to ACHD at 3700 Adams Street, Garden City, Idaho, 83714; between the hours of 7:00 a.m. and 1:00 p.m. MST; Monday through Thursday. Greg Fullerton, Traffic Operations Superintendent, 208-387-6192.

12.0 BULK CONTAINER TRANSPORT

The Vendor shall be responsible for shipping the bulk paint containers. This includes filled containers coming to ACHD and depleted containers being returned to the Vendor. All costs associated with shipping the bulk containers shall be incidental to the unit costs of the paint.

13.0 TECHNICAL SUPPORT

At the request of ACHD, the Vendor shall provide a technical support person for a maximum of two (2) calendar days at ACHD Traffic Operations Office to aid in material application and machinery setup. This service shall be at no cost to the ACHD.
PURCHASE AGREEMENT

Exhibit "B"

PAYMENT SCHEDULE

A. For the provision and delivery of the ITEM(s), as specified in the Exhibit "A", SPECIFICATIONS, ACHD agrees to pay an amount not-to-exceed Four Hundred Fifty-Five Thousand, Five Hundred Twenty Dollars ($455,520.00) to the VENDOR as provided in Section 3, Payment.

B. See attached Bid Schedule.
2019 TRAFFIC PAINT PROCUREMENT

BID SCHEDULE

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT</th>
<th>UNIT BID PRICE</th>
<th>BID ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Yellow Traffic Paint</td>
<td>20,000</td>
<td>GAL</td>
<td>$9.49 $/gal</td>
<td>$189,800.00</td>
</tr>
<tr>
<td>2</td>
<td>White Traffic Paint</td>
<td>28,000</td>
<td>GAL</td>
<td>$9.49 $/gal</td>
<td>$265,720.00</td>
</tr>
</tbody>
</table>

**TOTAL BID** $455,520.00

Any Proposal that contains omissions, erasures, or alterations not initialed shall be considered unresponsive. The Bidder acknowledges, declares, and represents that they have carefully examined all omissions, erasures, and/or alterations (collectively “modifications”) to the Proposal made by the Bidder, and approves of all such modifications, and that the individuals(s) initialing any such modifications has authorization to do so on behalf of the Bidder.

The ACHD reserves the right to reduce or increase listed quantities and order additional quantities of any bid schedule item at the bid price listed in this submitted bid for the 2019 fiscal year.

**BIDDER NAME:** Ozark Materials LLC

---

TO19-01  PROPOSAL AND BID SCHEDULE  3
PURCHASE AGREEMENT

Exhibit “C”

---

DELIVERY SCHEDULE

A. DELIVERY DATE

VENDOR and ACHD herein agree that the ITEM(s) as set forth in the Section 2 is/are required to be delivered within fifteen (15) calendar days from the date of the Purchase Order of this AGREEMENT as provided in Section 4, Time for Delivery and Extensions.

B. LIQUIDATED DAMAGES

1. The ACHD and the Vendor agree that the liquidated damages provisions in the Purchase Agreement are a reasonable forecast of the actual damages that would be suffered by the ACHD in the event of Vendor non-performance, that such liquidated damages are not a penalty but represent the reasonable compensation due to the purchaser in the event of a breach, and that such liquidated damages will be assessed as set forth herein.

2. Any delay by the Vendor in meeting the delivery date set forth in this contract will interfere with the proper implementation of ACHD programs and will result in loss and damage to ACHD.

3. As it would be impracticable to fix the actual damage sustained in the event of any such failure(s) to perform, ACHD and Vendor agree that in the event of any such failure(s) to perform, the amount of damage that will be sustained will be the amount set forth in the following subsections and the parties agree that Vendor shall pay such amounts as liquidated damages and not as a penalty.

4. If Vendor does not adhere to the order and delivery procedure as outlined in the Purchase Agreement, then Vendor shall provide a revised Delivery Date and pay to ACHD a fixed and agreed liquidated damages, in lieu of all other damages due to such delay, for each calendar day between the specified Delivery Date and the date that Vendor actually delivers the Equipment. The amount of this liquidated damage shall be an amount of 1.5% of the Purchase Order value per calendar day, not to exceed 20%, as a delivery default to cover the ACHD anticipated administrative expense caused by late delivery.

5. If the revised Delivery Date is more than fourteen (14) calendar days from the original Delivery Date, then by written notice to Vendor, ACHD may immediately terminate the right of Contractor to deliver the Material in accordance with Section 25, Termination by ACHD, of the Purchase Agreement, and ACHD may obtain substitute Material from another source. In this event, Vendor shall be liable for fixed and agreed-upon liquidated damages, in lieu of all other damages due to such delay, in the amount specified above, until substitute Material is delivered up to a maximum of 20% of the original invoice.
C. LIQUIDATED DAMAGES BASED ON DENSITY OF PAINT

Liquidated damages will be assessed on product cost. Determination of the liquidated damage to be applied will be based on testing procedures, as outlined in Exhibit “A” Specification. Total accumulated liquidated damages will not exceed 50% of the product cost or complete rejection.

D. LIQUIDATED DAMAGES BASED ON DENSITY OF PAINT

Field samples taken of the delivered paint will be checked for density according to ASTM D1475. If the test results show that the paint does not meet the density requirements of these specifications, the paint Vendor will be subject to liquidated damages based on the total weight of the respective shipment as follows:

<table>
<thead>
<tr>
<th>Tolerance</th>
<th>Upper</th>
<th>Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lower</td>
<td>± .334 lb/gal</td>
<td>No liquidated damages</td>
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<tr>
<td>± .335 lb/gal</td>
<td>± .500 lb/gal</td>
<td>25% of product cost or rejection</td>
</tr>
<tr>
<td>± .501 lb/gal</td>
<td>Greater</td>
<td>50% of product cost or rejection</td>
</tr>
</tbody>
</table>

E. LIQUIDATED DAMAGES BASED ON VISCOSITY

Field samples taken of the delivered paint will be checked for viscosity at 77° F according to ASTM D562. If the results do not meet the requirements of these specifications, the paint Vendor will be subject to liquidated damages based on the total weight of the respective shipment as follows:

1. If the viscosity of the paint when measured at 77° F is between 80KU and 84KU or is between 96KU and 100 KU, then ACHD will assess liquidated damages in the amount of 25% of the total product cost or reject the product.

2. If the viscosity of the paint when measured at 77° F is below 80KU or above 100KU, then ACHD will assess liquidated damages in the amount of 50% of the total product cost or reject the product.

F. LIQUIDATED DAMAGES BASED ON APPROVED ACRYLIC EMULSION

The acrylic emulsion must be either Rohm and Hass Rhoplex Fastrack 3427 or ACHD approved equal. Failure to meet this requirement shall constitute a 50% penalty or rejection.
## Certificate of Liability Insurance

**Producer:**
Palomar Insurance Corp.
Palomar Insurance Corporation
4525 Executive Park Drive, Ste 202
Montgomery AL 36116

**Insured:**
Ozark Materials, LLC
591 Glendale Avenue
Greenville AL 36037

**Contact Name:** Lisa Breakwell
**Phone:** 800-489-0105
**Fax:**
**E-mail:** lbs@palomarins.com

**Insurer(s) Affording Coverage**
- **Insurer A:** American Family Home Insurance Company
  - NAIC #: 23450
- **Insurer B:** Middlesex Insurance Company
  - NAIC #: 23434
- **Insurer C:** AllComp
- **Insurer D:** ACE American Insurance Company
  - NAIC #: 22967
- **Insurer E:** Bridgefield Casualty Insurance Company
  - NAIC #: 10335
- **Insurer F:** Great American Insurance Co.
  - NAIC #: 16891

**Certificate Number:** 205950302

### Coverages

**This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.**

<table>
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<tr>
<th>LETTER</th>
<th>TYPE OF INSURANCE</th>
<th>ADJL SUBRO</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<td>A</td>
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<td>88A5GL00000531</td>
<td>12/31/2017</td>
<td>12/31/2018</td>
<td>EACH OCCURRENCE: $1,000,000</td>
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<tr>
<td></td>
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<td>OCCUR</td>
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<td></td>
<td>DAMAGE TO RENTED PREMISES (Each occurrence): $1,000,000</td>
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<td>MED EXP (Any one person): $15,000</td>
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<td>PERSONAL &amp; ADJ INJURY: $1,000,000</td>
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<td>GENERAL AGGREGATE: $2,000,000</td>
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<td>PRODUCTS - COMPROP AGG: $2,000,000</td>
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| B      | AUTOMOBILE LIABILITY | X Any Auto | A0074818001 | 12/31/2017 | 12/31/2018 | EACH OCCURRENCE: $1,000,000 |
|        |                  | OWNED AUTOS ONLY | SCHEDULED AUTOS |          |            | COMBINED SINGLE LIMIT (Each accident): $1,000,000 |
|        |                  | HIRED AUTOS ONLY | NON-OWNED AUTOS ONLY |   |          | BODILY INJURY (Per person): $ |
|        |                  |               |                |                         |                          | BODILY INJURY (Per accident): $ |
|        |                  |               |                |                         |                          | PROPERTY DAMAGE (Per accident): $ |
|        |                  |               |                |                         |                          | EACH OCCURRENCE: $ |
|        |                  |               |                |                         |                          | AGGREGATE: $ |

| C      | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | V/N | 001201624047002 | 1/1/2018 | 1/1/2019 | X PER STATUTE | OTHER |
|        | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER/EXCLUDED? | N/A | HCDQ27886670 | 1/1/2018 | 1/1/2019 | E L EACH ACCIDENT: $1,000,000 |
|        | (Mandatory in N/A) | | 19640134 | 1/1/2018 | 1/1/2019 | E L DISEASE - EA EMPLOYEE: $1,000,000 |
|        | If yes, describe under DESCRIPTION OF OPERATIONS below | | WC506773902 | 1/1/2018 | 1/1/2019 | E L DISEASE - POLICY LIMIT: $1,000,000 |

### Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

#### Certificate Holder

ADA County Highway District
3775 Adams St.
Garden City ID 83714

#### Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative**

[Signature]

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<table>
<thead>
<tr>
<th>License Owner</th>
<th>Address</th>
<th>Council Approval</th>
<th>Alcohol Type</th>
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<tbody>
<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>
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<td>Texas Roadhouse</td>
<td>1830 Caldwell Blvd.</td>
<td>2-4-19</td>
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<td>Tiny’s Lounge</td>
<td>10 12th Ave. S</td>
<td>2-4-19</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>
<td></td>
</tr>
<tr>
<td>Applebee’s</td>
<td>1527 Caldwell Blvd.</td>
<td>2-4-19</td>
<td></td>
</tr>
<tr>
<td>Holliday Inn</td>
<td>16245 N Merchant Way</td>
<td>2-4-19</td>
<td></td>
</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>2-19-19</td>
<td>Beer, Wine, Liquor</td>
</tr>
<tr>
<td>Idaho Pizza Company</td>
<td>16151 Id Center Blvd</td>
<td>2-19-19</td>
<td>Beer, Wine</td>
</tr>
<tr>
<td>Idaho Pizza Company</td>
<td>104 W Iowa Ave</td>
<td>2-19-19</td>
<td>Beer, Wine</td>
</tr>
<tr>
<td>Gem Stop #10</td>
<td>323 Caldwell Blvd</td>
<td>2-19-19</td>
<td>Beer, Wine</td>
</tr>
<tr>
<td>Gem Stop #32</td>
<td>111 S Midland</td>
<td>2-19-19</td>
<td>Beer, Wine</td>
</tr>
<tr>
<td>Gem Stop #15</td>
<td>1604 2nd Ave S</td>
<td>2-19-19</td>
<td>Beer, Wine</td>
</tr>
<tr>
<td>Gem Stop #11</td>
<td>4624 E Amity Ave</td>
<td>2-19-19</td>
<td>Beer, Wine</td>
</tr>
<tr>
<td>Gem Stop #20</td>
<td>1520 S Middleton Rd</td>
<td>2-19-19</td>
<td>Beer, Wine</td>
</tr>
<tr>
<td>Gem Stop #8</td>
<td>1400 Franklin Blvd</td>
<td>2-19-19</td>
<td>Beer, Wine</td>
</tr>
<tr>
<td>Buffalo Wild Wings</td>
<td>2101 N Cassia St St 2111</td>
<td>2-19-19</td>
<td>Beer, Wine, Liquor</td>
</tr>
<tr>
<td>Sizzler Steakhouse</td>
<td>201 Caldwell Blvd</td>
<td></td>
<td>Beer, Wine</td>
</tr>
<tr>
<td>Costco</td>
<td>16700 N Market Place</td>
<td></td>
<td>Beer, Wine</td>
</tr>
<tr>
<td>IOU Sushi</td>
<td>2107 N Cassia</td>
<td></td>
<td>Beer, Wine, Liquor</td>
</tr>
<tr>
<td>Shari’s Management Corp</td>
<td>1807 Caldwell Blvd</td>
<td></td>
<td>Beer, Wine</td>
</tr>
<tr>
<td>Nampa Aerie #2103 FOE, Eagles</td>
<td>118 11th N</td>
<td></td>
<td>Beer, Wine, Liquor</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 16-2019

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. (Library)

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 4TH DAY OF MARCH, 2019.

Approved:

______________________________
Mayor Debbie Kling

ATTEST:

______________________________
City Clerk
CITY OF NAMPA
DEPARTMENT PROPERTY DISPOSAL REQUEST

Permission is hereby requested to dispose of the following personal property declared surplus by the Council. Disposal will be in a manner meeting the best interests of the City and in accordance with Idaho Code and City Resolution No. 25-2015.

<table>
<thead>
<tr>
<th>Disposal Method Code</th>
<th>Use Category</th>
<th>Qty.</th>
<th>Description of Item</th>
<th>Cond. Code</th>
<th>Estimated Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>02</td>
<td>Library</td>
<td>1</td>
<td>#704 1996 Chevy Blazer 1GNDT13W2T2105329</td>
<td>F</td>
<td>$500</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: Library

Requesting Person Name (Print): Claire Connley

Requesting Person Signature: [Signature]

Received By: [Signature]

Date Received: [Date]

Date: [Date]
DISPOSAL OF LIBRARY VEHICLE

- Library and Fleet Services has recently identified one (1) vehicles for disposal.

- Fleet Staff requests the following items be declared surplus property:

<table>
<thead>
<tr>
<th>Item</th>
<th>Serial Number</th>
<th>Estimated Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>#704 1996 Chevy Blazer</td>
<td>1GNDT13W212105329</td>
<td>$500</td>
</tr>
</tbody>
</table>

- Fleet Services requests the Mayor and City Council approve the identified decommissioned vehicle for disposal.

- Disposal falls within Public Works Fleet Services guidelines for funding, acquisition, maintenance, replacement and disposal of City fleet assets

- Fleet Services recommends disposal via public auction.

REQUEST:

1) Declare the vehicle outlined above as surplus property
2) Dispose of identified surplus property as recommend by Staff
At the time of Publication This Item Had no Supporting Documentation
At the time of Publication This Item Had no Supporting Documentation
At the time of Publication This Item Had no Supporting Documentation
Street Division Snow Removal

Street Division crews continued winter maintenance activities on Friday, February 20, continuing through Wednesday, February 27, 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>266.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Hours</td>
<td>505.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Issues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Hours</td>
<td>772.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

|                |        |         |       |
| Brine           |        | 74,161  |       |
| Sand            |        |         | 715   |

Snow/Water Event No. 9 Report for February 26-27, 2019

<table>
<thead>
<tr>
<th>Task and/or Material</th>
<th>Hours</th>
<th>Gallons</th>
<th>Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>8.75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Hours</td>
<td>50.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Issues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Hours</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

|                |        |         |       |
| Brine           |        | 1,650   |       |
| Sand            |        |         | 54    |
| Salt            |        |         |       |

Snow/Water Event No. 8 Report for February 20-21, 2019

<table>
<thead>
<tr>
<th>Task and/or Material</th>
<th>Hours</th>
<th>Gallons</th>
<th>Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Hours</td>
<td>176.5</td>
<td></td>
<td></td>
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<tr>
<td>Water Issues</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total Hours</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

|                |        |         |       |
| Brine           |        | 23,180  |       |
| Sand            |        |         | 113   |
| Salt            |        |         |       |
### Snow/Water Event No. 7
**Report for February 8-10, 2019**

<table>
<thead>
<tr>
<th>Task and/or Material</th>
<th>Hours</th>
<th>Gallons</th>
<th>Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>197.75</td>
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<tr>
<td>Regular Hours</td>
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<td></td>
</tr>
<tr>
<td>Total Hours</td>
<td></td>
<td>14,830</td>
<td></td>
</tr>
<tr>
<td>Brine</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td>237</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Task and/or Material</th>
<th>Hours</th>
<th>Gallons</th>
<th>Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Hours</td>
<td>80.00</td>
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<td></td>
</tr>
<tr>
<td>Total Hours</td>
<td></td>
<td>9,150</td>
<td></td>
</tr>
<tr>
<td>Brine</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td>80</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Task and/or Material</th>
<th>Hours</th>
<th>Gallons</th>
<th>Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Hours</td>
<td>80.00</td>
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<tr>
<td>Total Hours</td>
<td></td>
<td>6,320</td>
<td></td>
</tr>
<tr>
<td>Brine</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sand</td>
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<td></td>
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</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td>68</td>
</tr>
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</table>

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

<table>
<thead>
<tr>
<th>Task and/or Material</th>
<th>Hours</th>
<th>Gallons</th>
<th>Yards</th>
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</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>0.00</td>
<td></td>
<td></td>
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<tr>
<td>Regular Hours</td>
<td>20.00</td>
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</tr>
<tr>
<td>Total Hours</td>
<td></td>
<td>1,860</td>
<td></td>
</tr>
<tr>
<td>Brine</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td>20</td>
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</table>
### Snow/Water Event No. 3
**Report for December 26-27, 2018**

<table>
<thead>
<tr>
<th>Task and/or Material</th>
<th>Hours</th>
<th>Gallons</th>
<th>Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Hours</td>
<td>90.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Issues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brine</td>
<td></td>
<td>5,880</td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td>117</td>
</tr>
</tbody>
</table>

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

<table>
<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>1.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Hours</td>
<td>9.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Issues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mag Chloride</td>
<td></td>
<td>5,600</td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
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</table>

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

<table>
<thead>
<tr>
<th>Task and/or Material</th>
<th>Hours</th>
<th>Gallons</th>
<th>Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>59.00</td>
<td></td>
<td></td>
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<tr>
<td>Regular Hours</td>
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<td></td>
<td></td>
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<tr>
<td>Water Issues</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mag Chloride</td>
<td></td>
<td>5,691</td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td>26</td>
</tr>
</tbody>
</table>

**Idaho Transportation Department I-84 Widening Project-Karcher Road Overpass Improvements**

- The Idaho Transportation Department (ITD) is working to widen I-84 between Karcher Road and Franklin Boulevard. To accommodate additional lanes along I-84 the Karcher Road Overpass must be replaced.

- Improvements to the Karcher Road Overpass include shoulder widening, a sidewalk on the north side of the overpass, and improved drainage facilities.

- A preconstruction meeting with the contractor, Concrete Placing Company, representatives from ITD, and Nampa staff was held February 19, 2019.
• Construction is anticipated to begin in March 2019, with an estimated project duration of 150 calendar days

• During construction the overpass will be closed with a detour put in place. The detour route includes using the Karcher Connector, and the Karcher/Midland Overpass to Caldwell Boulevard
  o Prior to the Karcher Road Overpass being closed, an emergency access must be completed from the eastbound on-ramp at the Karcher Midland Interchange to Keim Lane (see Exhibit A)

• Construction updates and information regarding the ITD I-84 widening project can be found at https://itdprojects.org/projects/i-84-karcher-to-franklin/
The Karcher Road Overpass will be closed during construction. ITD will detour motorists around the construction.

What to expect during construction:
▶ The overpass will be closed and a detour will be in place.
▶ Business access will remain open during normal business hours.
▶ Work may be noisy at night due to back-up alarms and large equipment.
▶ Occasional I-84 detours will occur for bridge demolition and girder placement.
▶ Construction work may cause dust and debris.
1. Background.

The American crow population in the City of Nampa has increased steadily within the last two years culminating in 2019 with two distinct roost locations in the vicinity of Fred Meyer and Walmart (12th Avenue). The population of these large winter congregations of crows is estimated to between 2-4k in size. When large numbers of crows congregate, they can cause a variety of nuisance problems. Depending on where they choose to roost, they can be an accumulation of dropping on sidewalks, cars, and buildings. The loud and raucous calling as birds arrive at night and depart in the pre-dawn hours can be disturbing, and in some rare cases, crows can cause physical damage to trees and other property where they are roosting. During the last year, these crow roosts have resulted in an increased number of requests from local business owners and community members for assistance in managing the crow population.

In efforts to efficiently and effectively address the numerous challenges associated with managing the crow population, the City of Nampa formed a Crow Management Committee in April of 2018. The committee was tasked with developing humane, non-lethal, and environmentally sound approaches to managing crow populations to include methods of displacing them to areas where they will pose less of a hazard. The committee is currently comprised of community members, student interns, subject matter experts, and city staff representing municipal government, the Department of Fish & Game, and Boise State University. The organizational structure of the committee reflects a team approach to crow management by the formation and implementation of volunteer groups to conduct community outreach (inform, educate, and engage), data collection, displacement, and exploring options for long term solutions such as establishing save havens or sanctuaries.

As a critical step toward developing a crow management plan for FY 2019, the Crow Management Committee conducted multiple meetings with key local officials and stakeholders to discuss crow management options in terms of the scope of the problem, state and federal regulations, projected program costs, the potential limitations and effectiveness of various hazing methods, and public acceptance of proposed methods. Management options considered were: public information and education, habitat management (tree thinning and removal), and roost dispersal (non-lethal hazing).
2. The Plan & Our Progress.

In May of 2018, the crow management committee conducted a SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis, determined SMART (Specific, Measurable, Realistic, and Time Driven) goals, planning timelines focused on developing a crow management plan that would mitigate crow roosts within the Downtown Nampa area. The plan is comprised of five (5) phases: Educate/Inform/Engage, Pre-treatment, Data Collection & Displacement, Analysis & Assessment, and After-Action Review.

As of this report, the committee is mid-way through the implementation of our Fiscal Year (FY) 2019 crow management plan.

Highlights of the FY 2019 crow management plan include the following:

Phase I- Educate/Inform/Engage (August-November) Our intent was to inform, educate, and provide status updates which emphasize program goals and expected outcomes. During this phase, the committee accomplished the following key tasks:

- Developed a link and website at http://cityofnampa.us/crows
- Created a crow management trifold for business and community members
- Conducted national, regional, and local media interviews
- Community Engagement:
  - Mayor’s Open House, Third (3) Wednesday of every month, 4-6pm.
  - Meetings with local business

Phase II- Pretreatment (November). In November 2018, our pre-treatment team, in coordination with local business, ensured the placement of reflective devices, decoys, noise makers in vicinity of likely crow roost locations in anticipation of the arrival of the winter crow roost. In addition, our team, as part of a pilot test, applied Methyl Anthranilate (MA) on the roof top of the Nampa Civic Center to include on the existing trees of the Civic Center campus.

MA is used as a fragrance or flavoring in many types of foods including; soda, ice cream, candy and gelatin. It comes from natural sources such as concord grapes and the blossoms of gardenias and jasmine. MA exceeds US Food Chemical Codes (FCC) specifications and is classified as Generally Recognized as Safe (GRAS). In general, all birds are affected by MA but a key part of the pilot test was to see how the American Crow would respond to the treatment. Our pilot test produced marginal results and no substantial evidence that MA would be an effective method of preventing crows from roosting in specific locations.
Phase III- Data Collation & Displacement (December-February)

During this phase, our data collection focused on recording metrological, climate, and behavior data at the two (2) primary roost locations, Fred Meyer and Walmart. The data collected will be analyzed and assessed in phase IV (4) of the crow management program.

Our displacement teams conducted a pilot test using handheld infrared lasers, drones, and noise makers in order to determine the effectiveness of these devices in moving crows from one location to another. In general, our findings suggest that the handheld lasers are the most effective method of displacing crows, followed by noise makers, and drones.

3. Our Next Steps.

In the next coming months (March-May) our efforts will shift significantly toward phase IV analysis and assessment followed by phase V-after action review. Our intent during these phases is to fully analyze and assess the data collected in order to determine effectiveness of displacement techniques, a greater understanding of patterns of behavior regarding winter crow roosts, and the feasibility of establishing a hybrid of natural/manmade environments for long term save havens or sanctuaries. Our after-action review process will create the space for us to reflect upon what went well, what needs to be improved, and what should be changed within the context of creating a crow management program for FY 2020.

4. Point of Contact. The point of contact for this memorandum is Bobby Sanchez, (sanchezb@cityofnampa.us and 208-468-5411).

Bobby Sanchez
Chief of Staff, Office of the Mayor
Date: February 28, 2019  
To: Memorandum for Mayor Kling and City Council  
From: Dr. Bobby Sanchez, Mayor’s Office Chief of Staff  
Subject: Staff Report, Update regarding City of Nampa Sister City Program  
Recommendation Action: Staff recommends the proposed option to create a Commission overseeing the City of Nampa Sister City Program

1. **Background.** The City of Nampa and Tizapan el Alto began a sisterhood relationship codified in a signed agreement between the two municipalities on August 15, 2002. On March 1, 2018, both administrations expressed a renewed commitment to strengthen the sister city relationship. Toward that end, the City of Nampa convened a committee on October 28, 2018 comprised of citizens from Nampa, local business owners, Nampa School District, state agencies, and the Office of the Consul General Mexico (Boise) to explore and advise the Mayor and City Council on the best way forward. Since that time, this committee held two (2) meetings to discuss several frameworks and concepts, to include a vision promoting a vibrant sister city relationship with Tizapan el Alto.

2. **Significant highlights of these meetings include the following:**
   a. Drafting of a mission statement: The voluntary forging of ties to encourage cultural understanding, friendship and exchange, as well as more practical applications, like trade agreements and business partnerships.
   b. The establishment of a six (6) person executive committee for the purpose of providing a leadership structure and framework for governing the efforts of the larger sister city committee toward the attainment of established goals and objectives.
   c. The committee agreed to conduct a “join planning effort” with Tizapan el Alto for the purpose of developing a plan where both cities will honor and celebrate Hispanic Heritage month occurring in October 2019. In the near term, select representatives of the committee will conduct a video teleconference with the Office of the Mayor and Tizapan el Alto during the week of March 4-8, 2019.
   d. The committee acknowledged the need for healthcare subject matter expertise within committee membership as well as the necessity to begin reaching out to local non-profits such as Hands of Hope in order to begin dialogue and discussion around the delivery of medical supplies to Tizapan el Alto.
   e. The committee agreed to develop and submit a proposal to the Mayor and City Council for the development of a commission, as a part of the City Boards & Commissions structure, to oversee a broader sister city program.

3. **Recommended Action.** Staff recommends the establishment of a commission to be comprised of members from the local community to oversee the sister city program within the City of Nampa. A sister city commission will provide the structure, authority, communications, decision making, and budgeting processes required to ensure a sustainable and vibrant sister city program.
4. **Point of Contact.** The point of contact for this memorandum is Bobby Sanchez, (sanchezb@cityofnampa.us and 208-468-5411).

Bobby Sanchez  
Chief of Staff, Office of the Mayor
Date: March 5, 2019

To: Nampa Area Residential and Commercial Contractors

From: City of Nampa, Building Department

RE: Revised Development Impact Fee Ordinances

In order to implement an equitable Development Impact Fee system for the City Capital Facilities, and to re-evaluate our current methodology of calculating impact fees, the City retained an Impact Fee Consulting Firm to prepare an Impact Fee Study. In accordance with Idaho Code, the Development Impact Fee Study was based on actual System Improvement costs or reasonable estimates of such costs.

In addition, the Development Impact Fee Study uses a fee calculation methodology that is net of credits for the present value of revenues that will be generated by new growth and development based on historical funding patterns and that are anticipated to be available to pay for System Improvements, including taxes, assessments, user fees, and intergovernmental transfers.

The Amended Development Impact Fee Ordinance No. XXXX has been passed and adopted by the Council of the City of Nampa on March 4, 2019 and shall become effective July 2, 2019. With this amended adoption, all development impact fees will be calculated utilizing the table shown below.

DEVELOPMENT IMPACT FEES IMPOSED:

<table>
<thead>
<tr>
<th>Residential (Per Housing Unit)</th>
<th>Parks</th>
<th>Police</th>
<th>Fire</th>
<th>Streets</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family/Townhouse/</td>
<td>$1,699</td>
<td>$359</td>
<td>$560</td>
<td>$2,841</td>
<td>$5,484</td>
</tr>
<tr>
<td>Mobile Home</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily (Duplex and Greater)</td>
<td>$1,699</td>
<td>$359</td>
<td>$560</td>
<td>$1,648</td>
<td>$4,291</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Nonresidential (Per Square Foot of Gross Building Area)</th>
<th>Parks</th>
<th>Police</th>
<th>Fire</th>
<th>Streets</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail</td>
<td>$0.21</td>
<td>$0.28</td>
<td>$6.85</td>
<td></td>
<td>$ 7.36</td>
</tr>
<tr>
<td>Office</td>
<td>$0.21</td>
<td>$0.28</td>
<td>$4.24</td>
<td></td>
<td>$ 4.75</td>
</tr>
<tr>
<td>Industrial</td>
<td>$0.21</td>
<td>$0.28</td>
<td>$1.52</td>
<td></td>
<td>$ 2.03</td>
</tr>
</tbody>
</table>
IMPACT FEE IMPLEMENTATION POLICY

(March 5, 2019)

PURPOSE: To provide procedures to implement the intent and purpose of the revised City of Nampa Impact Fee Ordinances as codified in Title 3, Chapter 7 of the City of Nampa of Ordinances. Terminology used herein corresponds to the definitions used in the Impact Fee Ordinances.

1) IMPLEMENTATION OF IMPACT FEE ORDINANCE AMENDMENT

a) Timeline for Implementation: The Amended Development Impact Fee Ordinance shall be implemented on Tuesday, July 2, 2019, 120 calendar days after the Approval of the Ordinance by the Nampa City Council.

2) IMPOSITION OF IMPACT FEES ON LOTS IN EXISTING SINGLE-FAMILY RESIDENTIAL SUBDIVISIONS

a) Individual Assessments for Residential Lots within existing Residential Subdivisions developed prior to January 1, 2014:
   i) Applicants for new single-family residential building permits located in subdivisions developed prior to January 1, 2014 will be obligated to pay all applicable development impact fees at time of issuance of a building permit.

b) Individual Assessments for Residential Lots within existing Residential Subdivisions developed on or after January 1, 2014:
   i) Eligibility: Applicants for new single-family residential building permits located in subdivisions developed on or after January 1, 2014 may be eligible for an individual assessment of streets impact fee credits. Where the development, through the terms of the development agreement, or otherwise, has built, or is obligated to build public streets facilities, which facilities are not "project improvements", the original streets facilities costs paid by the developer may be credited to the streets impact fees owed on individual single-family residential lots.
   
   ii) Methodology: The City of Nampa Engineering Department will develop a list of eligible sub-divisions, determine applicability of credits for offsite road improvements, and calculate applicable impact fee credits for remaining lots within eligible sub-divisions.
   
   iii) Expiration of Credits: Individual assessments for determining streets impact fee credits as described above will be valid until July 1, 2020, 365 days from the revised impact fee schedule implementation date of July 2, 2019.
ORDINANCE NO. ______

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL, AMENDING TITLE 3, CHAPTER 7, SECTIONS 3-7-4 AND 3-7-5, OF THE NAMPA CITY CODE, RELATING TO THE CITY OF NAMPA’S DEVELOPMENT IMPACT FEES; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWIT.

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

Section 1. That Title 3, Chapter 7, Sections 3-7-4, of the Nampa City Code, pertaining to development impact fees, be amended as follows:

3-7-4: DEFINITIONS:

For the purpose of this chapter, the following terms shall have the following meanings, some of which are assigned by Idaho Code section 67-8203, as indicated:

…

FEE PAYER: That person who pays or is required to pay a development impact fee. Section 67-8203(13) Idaho Code. A person or legal entity that pays or is required to pay a development impact fee. Taxing districts are expressly included within this definition of “Fee Payer,” unless the taxing district enters into a written agreement with The City of Nampa that provides otherwise. A fee payer may include a developer.

…

Section 2. That Title 3, Chapter 7, Sections 3-7-5, of the Nampa City Code, pertaining to development impact fees, be amended as follows:

3-7-5: DEVELOPMENT IMPACT FEES IMPOSED:

A. Fee Obligation:

1. After the effective date hereof, any person who commences any impact generating land development, except those exempted pursuant to subsection B of this section, shall be obligated to pay development impact fees upon commencement of such activity. The amount of the development impact fees shall be determined in accordance with this chapter.
2. If the fee payer is applying for an extension of a permit issued previously, then the development impact fees required to be paid shall be the net increase between the development impact fees applicable at the time of the current permit application and any development impact fees previously paid pursuant to this chapter to finance similar types of system improvements to accommodate demands created by the same development.

3. If the fee payer is applying for a permit to allow a change of use or for the expansion, redevelopment, or modification of an existing development, the development impact fees required to be paid shall be based on the net increase in the development impact fees for the new use as compared to the previous use.

B. Exemptions: The following types of development shall be exempted from payment of the development impact fees. Any claim for exemption shall be made no later than the time when the applicant applies for the first building permit for the proposed development that creates the obligation to pay the development impact fees, and any claim for exemption not made at or before that time shall have been waived. The development impact fee administrator or a designee shall determine the validity of any claim for exemption pursuant to the criteria set forth below:

1. Rebuilding the same amount of floor space of a structure that was destroyed by fire or other catastrophe, providing the structure is rebuilt and ready for occupancy within two (2) years of its destruction;

2. Remodeling or repairing a structure that does not increase the number of service units;

3. Replacing a residential unit, including a manufactured home, with another residential unit on the same lot, provided that the number of service units does not increase;

4. Constructing an addition on a residential structure that does not increase the number of service units;

5. Placing a temporary construction trailer or office on a lot;

6. Adding uses that are typically accessory to residential uses, such as tennis courts or clubhouses, unless it can be clearly demonstrated that the use creates a significant impact on the capacity of system improvements;

7. The installation of a modular building, manufactured home, or recreational vehicle if the fee payer can demonstrate by documentation such as utility bills and tax records that either: a) a modular building, manufactured home, or recreational vehicle was legally in place on the lot or space prior to the effective date hereof, or b) a development impact fee has been paid previously for the installation of a modular building, manufactured home or recreational vehicle on that same lot or space;

8. Projects for which a development impact fee for each type of public facility covered by this chapter has previously been paid in an amount that equals or exceeds the development impact fee that would be required by this chapter;

9. Projects built by the federal government or the state government; and,
10. Public schools; and

11. Projects which meet all of the following criteria may apply for an individualized assessment pursuant to subsection 3-7-5(C)(4) below, except that the applicant may simply rely on the documented project history rather than retaining a qualified professional to prepare the individual assessment:

a. A development agreement was entered into by the project developer and the city setting forth the entitlements and obligations of the developer, which agreement was approved by the city council prior to February 7, 2005 January 1, 2014; and

b. The final plat for the development, or site plan attached to the development agreement, was approved by the city prior to February 7, 2005 January 1, 2014; and

c. The development, through the terms of the development agreement, or otherwise, has built, or is obligated to build public facilities, which facilities are not "Project Improvements", in excess of the amount that would be collected under this chapter. (Ord. 3897, 1-19-2010, eff. 3-1-2010)

C. Fee Table and Calculation of Amount of Development Impact Fees:

1. Fee Table:

<table>
<thead>
<tr>
<th>Impact Fee Category</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police fees:</td>
<td></td>
</tr>
<tr>
<td>Single Family Residence (per unit)</td>
<td>$359.00</td>
</tr>
<tr>
<td>Multi Family Residence (per unit)</td>
<td>$359.00</td>
</tr>
<tr>
<td>Retail (per sq. ft. of Building Area)</td>
<td>$0.21</td>
</tr>
<tr>
<td>Office (per sq. ft. of Building Area)</td>
<td>$0.21</td>
</tr>
<tr>
<td>Industrial (per sq. ft. of Building Area)</td>
<td>$0.21</td>
</tr>
<tr>
<td>Fire fees:</td>
<td></td>
</tr>
<tr>
<td>Single-family Residence (per unit)</td>
<td>$560.00</td>
</tr>
<tr>
<td>Multi-family Residence (per unit)</td>
<td>$560.00</td>
</tr>
<tr>
<td>Retail (per square foot of Building Area)</td>
<td>$0.28</td>
</tr>
<tr>
<td>Office (per square foot of Building Area)</td>
<td>$0.28</td>
</tr>
<tr>
<td>Industrial (per square foot of Building Area)</td>
<td>$0.28</td>
</tr>
<tr>
<td>Street fees:</td>
<td></td>
</tr>
<tr>
<td>Single-family Residence (per unit)</td>
<td>$2,841.00</td>
</tr>
<tr>
<td>Multi-family Residence (per unit)</td>
<td>$1,648.00</td>
</tr>
<tr>
<td>Retail (per square foot of Building Area)</td>
<td>$6.85</td>
</tr>
<tr>
<td>Office (per square foot of Building Area)</td>
<td>$4.24</td>
</tr>
</tbody>
</table>
2. Levels Of Service: The levels of service upon which the foregoing fees are calculated are as follows:

Police: 1.15 officers per 1,000 population; the fees are calculated on the basis that physical space will be necessary to house the projected 26 growth-necessitated officers and outfit them with patrol vehicles and equipment, of which one hundred percent (100%) is calculated to be growth related and therefore one hundred percent (100%) of the cost of which is eligible for imposition of development impact fees; and the funding of a standard of cover analysis update to ensure growth-related capital improvements are properly sited to serve growth, of which one hundred percent (100%) is calculated to be growth related and therefore one hundred percent (100%) of the cost of which is eligible for imposition of development impact fees.

Fire: Ninety percent (90%) fractile response time of five (5) minutes and twenty six (26) seconds or less which requires that fully furnished and staffed fire stations be placed so that no part of the city is more than 1.5 miles from a fire station; the fees are calculated on the basis that two additional fire stations will need to be constructed in the next ten (10) years and equipped with one fire engine for each station as well as support vehicles and equipment for each station, of which one hundred percent (100%) is calculated to be growth related and therefore one hundred percent (100%) of the cost of which is eligible for imposition of development impact fees; and an additional truck will need to be purchased to serve the demands of new growth, of which fifty percent (50%) is calculated to be growth related and therefore one hundred percent (100%) of the cost of which is eligible for imposition of development impact fees; the purchase of two squad vehicles and a remodel to two stations to provide bays for these vehicles, of which one hundred percent (100%) is calculated to be growth related and therefore one hundred percent (100%) of the cost of which is eligible for imposition of development impact fees; and the funding of a standard of cover analysis update to ensure growth-related capital improvements are properly sited to serve growth, of which one hundred percent (100%) is calculated to be growth related and therefore one hundred percent (100%) of the cost of which is eligible for imposition of development impact fees.
Parks: 3.82 acres of developed parks per one thousand (1,000) population; plus an additional swimming pool one hundred percent (100%) of which is attributable to new growth, and one additional skate park only lighting for Adult Softball Fields only sixteen twenty-two percent (1622%) of which is attributable to new growth; and associated equipment with a life expectancy in excess of ten (10) years.

Streets: Nampa's street system currently operates at a level of service "D", which means that while many streets are increasingly congested, they are not yet at capacity. Some streets facilities in the city meet and/or exceed level of service D, while others may be at a level of service E or F. The fees are calculated on a basis that will increase capacity of intersections, bridges and culverts, and road widening to ensure the current level of service does not decrease due to new growth. The portion of these projects attributable to new growth ranges from eighteen fifty percent to one hundred percent (1850% - 100%). (Ord. 4267, 7-18-2016, eff. 10-1-2016)

... 

**Section 3.** This ordinance shall be in full force and effect 120 calendar days, from and after its passage and approval, according to law.

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

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

**PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO,** this 4th day of March, 2018.

**APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO,** this 4th day of March, 2018.

ATTEST:

_________________________  ________________________________
Mayor Debbie Kling  City Clerk, Deborah Bishop,
(or Deputy)
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:

No person shall light, use, or smoke any cigarette, electronic cigarette, cigar, pipe, hookah, or other similar product, in any area within Library Square Plaza, 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 Plaza” refers to the common area property that is directly outside the front entrance of the library and immediately surrounding the building, including the benches, lawn, fountain, sidewalks, and pathways.

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 March, 2019.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this ____ day of March, 2019.
ATTEST:

______________________________  ______________________________
Mayor Debbie Kling              City Clerk (or Deputy)
ORDINANCE NO._______

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL REMOVING CERTAIN STANDARDS AND PROCESSES FROM VARIOUS SECTIONS OF TITLE 10, CHAPTERS 4, 9, AND 16, OF THE NAMPA CITY CODE; CONSOLIDATING AND RELOCATING THE REMAINING STANDARDS AND PROCESSES FOR BUILDING DESIGN REVIEW BY ADDING TITLE 10, CHAPTER 34, SECTIONS 10-34-1 THROUGH 10-34-10, INCLUSIVE, OF THE NAMPA CITY CODE, ENTITLED “DESIGN REVIEW”; 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 10, Chapter 4, Section 10-4-10, of the Nampa City Code, pertaining to design standards, is hereby repealed and replaced with the following, new Section 10-4-10:

10-4-10: DESIGN STANDARDS:

Design review is required in certain instances for projects developed in the GB Zones; See Title 10, Chapter 34, Nampa City Code.

Section 2. That Title 10, Chapter 4, Sections 10-4-11 and 10-4-12 of the Nampa City Code, are hereby repealed.

Section 3. That Title 10, Chapter 9, Section 10-9-10 of the Nampa City Code, is hereby repealed and replaced with the following, new Section 10-9-10:

10-9-10: DESIGN STANDARDS

Design review is required in certain instances for projects developed in the GB Zones; See Title 10, Chapter 34, Nampa City Code.

Section 4. That Title 10, Chapter 9, Sections 10-9-11 and 10-9-12 of the Nampa City Code, are hereby repealed.
Section 5. That Title 10, Chapter 16, Section 10-16-11 of the Nampa City Code, is hereby repealed and replaced with the following, new Section 10-16-11:

10-16-11: DESIGN STANDARDS

Design review is required in certain instances for projects developed in the GB Zones; See Title 10, Chapter 34, Nampa City Code.

Section 6. That Title 10, Chapter 16, Sections 10-16-12 and 10-16-13 of the Nampa City Code, are hereby repealed.

Section 7. That Title 10, Chapter 34, Pertaining to Design Review, be added to the Nampa City Code as follows:

Chapter 34
DESIGN REVIEW

10-34-1: PURPOSE – APPROVAL REQUIRED:
10-34-2: APPLICABILITY:
10-34-3: APPLICATION REFERRAL:
10-34-4: INCLUSIVE APPROVAL:
10-34-5: COMMITTEE REVIEW PROCEDURE:
10-34-6: ADMINISTRATIVE REVIEW PROCEDURE:
10-34-7: APPLICATION CONTENT REQUIREMENTS:
10-34-8: APPEALS OF APPLICATION DECISIONS:
10-34-9: PERMIT DURATION:
10-34-10: DESIGN STANDARDS/REQUIREMENTS:

10-34-1: PURPOSE – APPROVAL REQUIRED:

“Design Review” is a process whereby proposed architectural style for future construction is reviewed for its compliance with Nampa’s design standards. Design review also helps ensure preservation and enhancement of special design or aesthetics of an area within which a project is proposed. 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 and site design review committee created by Title 2, Chapter 16, Nampa City Code (hereinafter “Committee”), before the City will issue a building permit for said projects.
10-34-2: APPLICABILITY:

Design review is required in HC, GB 1, GB 2, BN, BC, DB, DV and DH Zones, for both structures and sites, for the following project types (hereinafter “Qualifying Projects”):

1. New commercial structures;

2. New multiple-family (3+ units) residential buildings;

3. Non-single-family buildings that are expanded, which expansion is greater than twenty five percent (25%) of the square footage of the existing structure; however, design review standards shall only be applicable to the area of new construction or expansion;

4. Repainting or replacing exterior materials on more than fifty percent (50%) of a building’s façade, which façade fronts a public right of way.

10-34-3: APPLICATION REFERRAL:

Upon receipt of an application for design review, the Director, or his designee, shall examine the application and assign the review of the application to staff or to the Committee, however, the following applications shall always be assigned to the Committee:

1. Newly proposed commercial structure intended to exceed five thousand (5,000) square feet in area; and,

2. Multiple-family residential structure (i.e., one containing five (5) or more dwelling units).

Additionally, for those projects proposed in the Downtown Historic (DH) Zone, review and a recommendation shall be sought and obtained through the City’s Arts and Historic Preservation Commission before presenting to the application to the Committee.

10-34-4: INCLUSIVE APPROVAL:

Hereinafter, any approval of a project subject to design review by City staff or the Committee, or on appeal to the Planning and Zoning Commission or City Council, shall be deemed to constitute the City’s approval and may be referred to by that terminology.
10-34-5: COMMITTEE REVIEW PROCEDURE:

1. 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 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.

2. Staff Report: At least one week prior to the review before the Committee, staff shall prepare and submit a staff report to the 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.

3. Conducting 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 Committee. Following the presentation and report, the Committee shall deliberate about 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 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 shall not allow variance to other, non-design standards-based zoning code regulations, and shall not fail to maintain overall compliance with the design objectives and goals of the City.

10-34-6: ADMINISTRATIVE REVIEW PROCEDURE:

If the Director assigns an application to staff for review, a decision on the application shall be rendered 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 such exceptions shall not allow variance to other, non-design standards-based zoning code regulations, and shall not fail to maintain overall compliance with the design objectives and goals of the City. The decision shall be in writing and shall set forth any design elements of the building which do not comply with design criteria.
10-34-7: APPLICATION CONTENT REQUIREMENTS:

The form prepared by the City’s Planning Department for design review applications shall request, at minimum, the following information:

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 set of two-dimensional depictions of each elevation being reviewed; and,

3. A detailed site plan drawn to architectural scale. The site plan must include the following details, features and callouts, when applicable:
   a. A north arrow, scale of drawing, property line locations;
   b. Existing and proposed structures, site amenities, and signage location;
   c. Adjoining streets, alleys and private drives;
   d. Parking layout depiction including spaces, drives, circulation patterns, and pedestrian connectivity and walkway;
   e. Existing and proposed rights of way, easements, canals, ditches, etc. that will adjoin, abut or traverse a property under design review consideration;
   f. Locations and sizes of any loading areas, docks, and ramps;
   g. Trash storage areas and exterior mechanical equipment with proposed screening methods;
   h. Exterior building and property light fixtures;
   i. Details on special features such as berming, retaining walls, etc...;
   j. A complete set of floor plans and building elevations drawn to scale, including a colored rendering or photograph thereof;
   k. A listing of all proposed building materials;
   l. Identification of the method of screening and treatment of mechanical equipment [both roof mounted and “at grade”];
   m. Depiction of future building and sign locations and free-standing sign materials, placement, and height; and
   n. If specifically requested by staff, a materials sample board.

10-34-8: APPEALS OF APPLICATION DECISIONS:

All appeals shall be filed within fifteen (15) calendar days of the date of the decision.
1. Administrative Decision Appeals: An appeal of a decision by Staff may be made to the Committee by filing a written notice of appeal with the Director. Said appeal shall be treated as a new application when placed before the Committee.

2. Committee Design Review Decision Appeals: An appeal of a Committee decision may be made to the Planning and Zoning Commission by filing a written notice of appeal with the Director. All appeals of Committee decisions shall be treated as an original application to the Planning and Zoning Commission. The Planning and Zoning Commission is empowered to approve or deny the application, including modifying any conditions imposed by Staff.

3. Planning and Zoning Commission Design Review Decision Appeals: An appeal of a Planning and Zoning Commission design review 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. The City Council is empowered to approve or deny the appeal, including modifying any conditions imposed by the Commission.

4. Design Review Permit’s Approval Appeal Grounds: The following are all sufficient justifications for the Committee, the Planning and Zoning Commission, or the City Council to overturn or modify a prior design review decision for a given application:

   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 an allowed land use;
   e. Consideration by the staff or Committee of improper or irrelevant information such as the race, ethnic origin, incomes, or other attributes of the proposed occupants or owners; and,
   f. Prohibition or unwarranted restriction of building type, material, or method.

10-34-9: PERMIT DURATION:

Design review permits (i.e., approved applications) shall be valid for a period not to exceed two (2) years. Request for an extension, which extension shall not exceed six (6) months per extension, may be filed with the department. A fee may be imposed by the City to process extension requests.

Substantial alterations to the approved design associated with a development shall require a new application.
10-34-10: DESIGN STANDARDS/REQUIREMENTS:

The following standards apply to qualifying projects in all zones except the Downtown zones, which standards are in Chapter 15 of this Title.

1. Structure Exteriors: Wall façades of New Buildings or New Additions shall be reviewed for the inclusion of architectural characteristics on each building face as specified hereafter:

   a. New buildings or new additions subject to design review shall include and incorporate “façade 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 of, but are not be limited to, one or more of the following treatments: Cornices, bases, fenestration, corbelled masonry, architectural accent walls, exaggerated parapets, horizontal banding, portico or awning faces, wainscoting, balconies, simulated balconies, arches, louvers, pilasters, faux glazing, color banding, etc…

   b. Exterior Structure Finish Materials:

      i. The primary wall façade shall incorporate at least two (2) textures or materials; External wall materials shall be comprised of masonry (e.g., brick, stone, concrete with paint or texture coat finish, concrete masonry units, etc.) or exterior stucco, with accents of metal or wood paneling, cementitious fiber board, or alternate products if approved by the City.

      ii. The primary wall materials shall be non-reflective. Accent materials may be reflective upon City approval;

      iii. Primary façades shall contain a minimum of twenty five percent (25%) glazing. In the GBE district, if the primary façade faces the Ford Idaho Center, twenty five percent (25%) glazing shall also be required for the façade facing Idaho Center Boulevard.

   c. Exterior Structure Finish Colors:

      i. Black, fluorescent, or bright colors shall only cover twenty five percent (25%) of any wall unless approved otherwise by the City.
ii. The repainting of façades of existing structures shall be submitted for review and approval of color choice by the city of Nampa's design standards staff.

d. Visual Displacements:

i. Structure walls, or portions thereof, that exceed one hundred feet (100') in length shall have changes in roof height to break up the flat plane of such walls.

ii. Public entrances shall be clearly identifiable and distinct from the remainder of the building, either through architectural form or use of color, material, and texture of the façade.

iii. Overhead doors for service or repair activities, or for loading and unloading, shall be located at the side of a building which lies away from any residential use or zone, unless some form of screening such as landscaping, a wall, landscape berm, or other barrier is used to separate the two.

iv. Loading docks shall not face the front of the property, nor the front of any adjacent principal building.

e. Mechanical Units: Mechanical equipment and utilities shall be placed and installed in such a way as to be minimally visible from adjoining properties, and, shall be screened from public view with either proper landscaping or enclosures which are consistent with the architectural aesthetics and characteristics of the main building.

i. Mechanical vents and similar features protruding through the roof 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.

ii. 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.

f. Building Lighting Standards:

   i. On buildings: All exterior structure lighting shall be shielded, screened, or shuttered with ninety-degree (90°) cutoff luminaries and shall be directed so as to prevent direct illumination of adjoining properties. Building mounted lights shall not be higher than twenty-five feet (25') from ground level.

   ii. 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").

   iii. Lighting to highlight or illuminate architecture and signs shall not have significant spillage of light upward or downward.

   iv. Pedestrian circulation routes shall be illuminated.

   v. Floodlights shall not be allowed, except when necessary for security.

2. Certain Property Improvements: The following additional standards shall apply to projects requiring design review:

   a. 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 façade.

   b. 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 buildings on the property which are subject to design review.

   c. 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.
i. All on-site circulation systems shall incorporate a streetscape which includes sidewalks, pedestrian scale light standards and street trees.

ii. Pedestrian amenities shall include detached sidewalks that provide connectivity of buildings and parking areas to public spaces and rights-of-way. Public spaces are required for projects over twenty-five thousand (25,000) square feet in gross floor space at a ratio of ten (10) square feet of public space per ten thousand (10,000) square feet of gross floor space. The public spaces must include landscaping and seating and must provide connectivity [either immediate or eventual by linkage as appropriate] to any on-property pedestrian routes.

3. Sign Placeholding: The locations of future wall-mounted or free-standing signs shall be identified on site and elevation drawings provided to the City as part of a design review application. 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 associated.

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

Section 9. 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 10. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

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

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

ATTEST:

Mayor Debbie Kling

City Clerk, Deborah Bishop (or Deputy)
ORDINANCES OF THE CITY OF NAMPA
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. ______

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL REMOVING CERTAIN STANDARDS AND PROCESSES FROM VARIOUS SECTIONS OF TITLE 10, CHAPTERS 4, 9, AND 16, OF THE NAMPA CITY CODE; CONSOLIDATING AND RELOCATING THE REMAINING STANDARDS AND PROCESSES FOR BUILDING DESIGN REVIEW BY ADDING TITLE 10, CHAPTER 34, SECTIONS 10-34-1 THROUGH 10-34-10, INCLUSIVE, OF THE NAMPA CITY CODE, ENTITLED “DESIGN REVIEW”; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

Sections 1 through 7: Repeals and replaces Title 10, Chapter 4, Section 10-4-10, Title 10, Chapter 9, Section 10-9-10, and Title 10, Chapter 16, Section 10-16-10, of the Nampa City Code, with references to the new, consolidated chapter of the Nampa City Code governing design review, and repeals Sections 10-4-11, 10-4-12, 10-9-11, 10-9-12, 10-16-11, and 10-16-12, as no longer necessary; Adopts a new Title 10, Chapter 34 of the Nampa City Code, Sections 10-34-1 through 10-34-10, inclusive, entitled “Design Review,” which constitutes the new, consolidated chapter of the Nampa City Code governing design review, and being the chapter to which the sections mentioned above refer.

Sections 8 through 10: 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 12th day of March, 2019. Ordinance No. ______ was passed by the Council and approved by the Mayor on the 4th day of March, 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 4th day of March, 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 4th day of March, 2019.  
Mark Hilty, Attorney for City of Nampa
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, VACATING A TEN (10) WIDE FOOT PORTION OF THE EASTERN SIDE OF THAT CERTAIN RIGHT OF WAY COMMONLY KNOWN AS S. GARLAND STREET AND A TEN (10) FOOT WIDE PORTION OF THAT CERTAIN RIGHT OF WAY COMMONLY KNOWN AS NORTHERN SIDE OF E. HAWAII AVENUE IN NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF IN CONFLICT HEREWITH.

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

Section 1: That the following described real properties, constituting ten (10') feet of the right-of-way on the east side of S. Garland Street running north 198.4 feet from the E. Hawaii Avenue property line of 1310 S. Garland Street, and ten (10') feet of the right-of-way on the north side of E. Hawaii Avenue running 142.2 feet from the S. Garland Street right-of-way on the east side of S. Garland Street, more particularly described as follows:

All that portion of the East Ten (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 Ten (10) feet of East Hawaii Avenue which lies adjacent to the South boundary line of said Lot 6 and extending West to a point Ten (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.

be and hereby are, vacated, as of the effective date of this ordinance, and that pursuant to Idaho Code § 50-311, the Nampa City Council finds it to be in the best interests of the adjoining properties that ownership in the vacated rights-of-way described in Exhibit “A” revert to the owners of the adjacent parcel(s) of real property collectively and commonly known as 1310 S. Garland Street, Nampa, Idaho.

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 4th day of March, 2019.

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

ATTEST:

______________________________  ________________________________
Mayor Debbie Kling               City Clerk (or Deputy)
1310 S Garland
Vacation of ten (10) ft of Right of Way on East side S Garland and North side of E Hawaii

VAC-00032-2019

For illustrative purposes only

1/31/2019
ORDINANCE NO.________

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO TO PROVIDE BC (COMMUNITY BUSINESS) ZONE DESIGNATION FOR CERTAIN LANDS, COMMONLY KNOWN AS THE SECOND PARCEL WEST OF 11460 W. KARCHER ROAD, NAMPA, IDAHO, COMPRISING APPROXIMATELY 0.67 ACRES, MORE OR LESS; DETERMINING THAT SAID ZONING IS IN THE BEST INTEREST OF THE CITIZENS AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF NAMPA, IDAHO; REZONING SAID PROPERTY FROM RS 6 (SINGLE FAMILY RESIDENTIAL – WITH A "REQUIRED PROPERTY AREA" OF AT LEAST 6,000 SQUARE FEET) TO BC (COMMUNITY BUSINESS); PROVIDING FOR RECORDATION; INSTRUCTING THE CITY ENGINEER TO DESIGNATE SAID PROPERTY AS BC (COMMUNITY BUSINESS) ON THE OFFICIAL ZONING MAP AND OTHER AREA MAPS OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND REPEALING ALL ORDINANCES, RULES AND REGULATIONS, AND PARTS THEREOF, IN CONFLICT HEREWITH.

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

SECTION 1. Whereas, it has been determined by the Nampa City Council, upon the recommendation of the Nampa Planning & Zoning Commission and the public notice and hearing processes required by Idaho Code chapter 65, Title 67, that a rezone request applied for by Jeremiah Jenkins (ZMA 102-18) to rezone the hereinafter described real property from RS 6 (Single Family Residential – With a "Required Property Area" of at Least 6,000 Square Feet) to BC (Community Business) should be approved.

SECTION 2. It is hereby determined to be in the best interests of the public, and consistent with the Nampa Comprehensive Plan, that the following described property in the City of Nampa, Canyon County, Idaho, commonly known as the second parcel west of 11460 W. Karcher Road, Nampa, Idaho, comprising approximately 0.67 acres, more or less, be, and hereby is, rezoned from RS 6 Single Family Residential – With a "Required Property Area" of at Least 6,000 Square Feet) to BC (Community Business), to-wit:

Lot 2, in Block 3 of Crestwood Estates Subdivision No. 1, according to the official plat thereof, filed in Book 29 of Plats at Page(s) 33, Amended by an Affidavit recorded August 28, 2001, as Instrument No. 200135016, and further Amended by an Affidavit recorded May 1, 2002, as Instrument No. 2002220081, records of Canyon County, Idaho.
SECTION 3. That the recordation of this ordinance shall be deemed for all intents and purposes as an amendment to the zoning ordinance and zoning map of the City of Nampa. The City Engineer is instructed to designate said property as BC (Community Business) on the Official Zoning Map and other area maps of the City of Nampa.

SECTION 4. This ordinance shall be in full force and effect from and after its passage, approval, publication and recordation according to law.

SECTION 5. All ordinances, rules and regulations, and parts thereof, in conflict herewith are repealed.

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

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

Attest:

__________________________  ____________________________
Mayor Debbie Kling          City Clerk (or Deputy)
11460 W Karcher Rd.

Zoning Map Amendment from RS6 (Single Family Residential - 6,000 sq. ft.) to BC (Community Business)

Visit Planning & Zoning at cityofnampa.us for more info.
Education and Certifications

University of Idaho
- Ed.S. Educational Leadership, May 2014
- M.Ed. Educational Leadership, May 2011
- B.S. Physical Education, May 2006
- B.S. School and Community Health Education, May 2006

State of Idaho Teacher/Administrator Certifications
- PK/12 Superintendent, expires 9/2021
- PK/12 School Administrator, expires 9/2021
- PK/12 Physical Education, expires 9/2021
- 6/12 Health Education, expires 9/2021

Professional Experience

Nampa School District 2/2017 to Current
Instructional Coach at East Valley Middle School focusing on technology integration and personalized learning.

AdvancED®, Idaho 1/2015 to Current
Lead Evaluator for School Accreditation External Review teams.

Nampa School District 8/2014 to 2/2017
7th and 8th grade Computer Applications teacher and coach at East Valley Middle School.

Idaho Digital Learning Academy 6/2014 to Current
Online Principal

Juniper Hills School, Idaho Department of Juvenile Corrections 11/2009 to 8/2014

7th – 12th grade Health and Physical Education teacher, Athletic Director, and coach at Rimrock Jr/Sr High School.

7th – 12th grade Health and Physical Education teacher and coach at Boise High School, Riverglen Junior High School, and North Junior High School. Also taught summer school in traditional and alternative settings. Special Education Assistant at East Junior High School.
The Nampa Farmers Market has requested to hold their 2019 market at Lloyd Square in downtown Nampa. The first event date is scheduled for Saturday, April 20, 2019. The market will continue every Saturday through October 26, 2019.

Attached is the Memorandum of Understanding. The Farmers Market management have signed the agreement and agree to the terms and conditions.

Action Requested:
Nampa Parks and Recreation requests City Council approve the agreement between the Nampa Farmers Market and the Parks and Recreation Department as proposed.
Nampa Farmers Market  
Memorandum of Understanding  
April 20, 2019-October 26, 2019

WHEREAS, The City of Nampa and the Nampa Farmer’s Market collectively agree that locating the Nampa Farmer’s Market in downtown Nampa is a mutually beneficial relationship for all parties involved;

WHEREAS, the partners listed above have agreed to enter into a collaborative agreement;

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided for and the responsibilities of the Nampa Farmer’s Market; and

WHEREAS, the Nampa Farmers Market has inspected the premises and knows the risks and dangers involved in such activities, and that unanticipated and unexpected dangers may arise during such activities, and the Nampa Farmers Market assumes all risks of injury to any person and property that may be sustained in connection with the stated and associated activities, in and about the Subject Property; and

WHEREAS, this Memorandum of Understanding is effective through October 26, 2019, and then at such time this MOU will be re-evaluated.

NOW THEREFORE, it is hereby agreed by and between the above-mentioned agencies to provide the following to facilitate the success of the Nampa Farmer’s Market:

LOCATION:
The Nampa Farmers Market is approved to use the area known as Lloyd Square located on the property owned by the City of Nampa at 1 14th Avenue South and 7 14th Avenue South and Front Street between 14th Avenue and 13th Avenue South and 14th Avenue between the Alley South of Front Street and Front Street.

The market will provide a blockade at 1st St. and 14th Avenue that will inform motorists that there is no through traffic. A blockade will also be established on Front Street at 13th and on 14th Avenues to inform motorist of the closure of Front Street between 14th and 13th Avenue.

Vendors will set up inside the grassy area at Lloyd Square, brick buildings at Lloyd Square and on the sidewalk, street, and pathway across Front Street as necessary.

NATURE OF USE:
Pursuant to the terms, conditions and limitations of this Memorandum of Understanding, the Nampa Farmers Market is approved to use the above-described Subject Property for the following specific uses:

• Display and sale of food products;
• Display and sale of home-made merchandise;
• Performing arts events.
CONDITIONS:

Location of Farmers Market Booths and use of utilities:
- Farmers Market participant booths will maintain a five foot pedestrian access along the sidewalks.
- Vendors and the Farmers Market may use the electricity in either of the two brick buildings and the outlets located within the planter strips and on light poles.
- The water faucets located within the planter strips are available for vendor and market use at the discretion of the Market Management.
- The key and combinations to the buildings, power, and water will be provided to the Farmers Market Manager.

Hours of Use: The Farmers Market may use the space outlined above Saturday April 20, 2019 and every Saturday April 27, 2019 through October 26, 2019 from 5:00AM until 3:00PM. Signage will be located at the site indicating those hours and dates of operation to help prevent other uses of the site at that time. In the event the Farmers Market does not have booths set up in Lloyd Square the city reserves the right to utilize Lloyd Square for other purposes including allowing other parties to reserve the space.

Parking:
- Downtown Parking: The two City owned parking lots, including the leased spaces, located east and west of 12th Avenue along Front Street will remain open for customer parking for downtown businesses and customers and vendors of the Nampa Farmers Market.
- Access to Canyon County Historical Society Parking: Access will be maintained to the Canyon County Historical Museum. Front Street will be open to traffic on the west side of 13th Avenue for customer access to the diagonal parking spaces privately owned by Union Pacific Railroad and leased by the Canyon County Historical Society.

Emergency Access: The alley between 1st Street and Front Street connecting 13th Ave and 14th Ave needs to be kept free for emergency access and vehicular traffic and will not be blocked off. No intersections, with the exception of the intersection at Front Street 14th Ave. will be blocked off or closed.

Conflicts in Event Scheduling: Nampa Farmers Market acknowledges that the Downtown Business Association and City of Nampa have the right to schedule events in adjacent areas that may impact the use of the Streets and neighboring parking lots. In the event the Farmers Market decides not have booths set up in Lloyd Square the City of Nampa reserves the right to utilize Lloyd Square for other purposes including allowing other parties to reserve the space.

Restroom Facilities: The restroom facilities located at Lloyd Square will be available for use by the Farmers Market. If the facilities are not adequately being maintained or issues arise the Manager of the Farmers Market should notify the City within 48 hours of the occurrence of an issue.
Trash and Clean-Up: The Nampa Farmers Market agrees to provide its own trash bins for each market (1 for every 15 vendors). The Nampa Parks & Recreation Department agrees to provide for trash removal the same day. The Farmers Market vendors are not to rely upon the public trash cans nor any private business dumpsters for their trash removal. The Nampa Farmers Market agrees to keep the area clear of debris and litter and clean the surface area as needed each Saturday after its event and leave the area as they found it.

Rental Fee:
The Nampa Farmers Market agrees to pay the City of Nampa $105.00 per week for use of the facility. The typical full rate to reserve Lloyd Square would be $150 per week. Nampa Farmers Market fee includes a 30% discount provided for non-profit entities. Rental fee payments should be paid directly to the City of Nampa Parks Department, at 131 Constitution Way, Nampa ID 83686, attention Jennifer Vanderpool.

Concessionaire Permit Fee:
The Nampa Farmers Market will be responsible for any applicable concessionaire permit or licensing fees required by the City of Nampa. The permit fees will be paid directly to the City of Nampa City Clerk’s Office, at 411 3rd Street South, Nampa ID 83651.

Storage on site for the Farmers Market:
A 12 foot by 16 foot storage facility with a roll-up door will be provided on site for the use of the Farmers Market. The facility will not have access to power. The Farmers Market will be solely responsible for all items placed in the storage facility.

The City of Nampa is not responsible for any items stored on the property by the Farmers Market.

Compliance with City Codes: Nampa Farmers Market agrees to comply with City of Nampa codes and ordinances related to the uses described above.

Damage to Property: The Nampa Farmers Market agrees to replace or repair any damaged bricks, trees, street furniture, electrical service or other personal property of the City pursuant to the City’s specifications.

Termination of this Agreement: Violation of the terms of this Memorandum of Understanding will result in a termination of the agreement and the dissolution of the event upon 15 days notice to the Nampa Farmers Market.

In the event this Agreement is terminated for reasons stated under this section, the Nampa Farmers Market agrees to return the Subject Property as nearly as practical to the condition that said premises were in prior to any use by the Nampa Farmers Market.

Ownership: The Nampa Farmers Market acknowledges that the Subject Property is owned by the City of Nampa and the Nampa Farmers Market waives any claim to “ownership” of said
Subject Property whether in fee, adverse possession or any other right, title, or interest therein, 
other than established pursuant to the terms of this Agreement.

Indemnification of Partners: In consideration of the mutual covenants and conditions contained 
in this Memorandum of Understanding and other good and valuable consideration, the Nampa 
Farmers Market and any vendor or customer association with the market agrees at all times to 
forever release, discharge, and indemnify the above-mentioned Partners and their successors and 
assigns, against any and all claims, suits, actions, debts, damages, costs, charges and expenses, 
including court costs and attorney fees, and against all liability, loss and damage of any nature 
whatsoever that the Nampa Farmers Market shall or may at any time sustain or be put to because 
of the use of the Subject Property by the Nampa Farmers Market.

Further, the Nampa Farmers Market agrees to protect the City of Nampa against any claim for 
damages, compensation, or otherwise on the part of the Nampa Farmers Market or any other 
person growing out of or resulting from any injury or damage in connection with the use of the 
premises and to reimburse or make good any loss or damage or costs that the partners may have 
to pay if any litigation arises from any claim.

Certificate of Liability Insurance: The Nampa Farmers Market agrees to furnish the City of 
Nampa with a certificate of liability insurance for the time and location mentioned above in the 
amount of $1,000,000, which shall name the City of Nampa as an additional insured prior to the 
April 2018 start date.

Amendments: 
Any amendment to this MOU must be made in writing and signed by all of the parties affected.

City of Nampa
Parks and Recreation Department:
Darrin Johnson

Parks and Recreation Director
131 Constitution Way
Nampa, ID 83686
208-468-5858

Nampa Farmers Market
Bob Wagner, Board President
P.O. Box 332
Nampa, ID 83653

IN WITNESS WHEREOF, the Parties have executed this contract as of ____________.

Darrin Johnson
City of Nampa

Nampa Farmers Market
MEMORANDUM

TO: Mayor Kling & Nampa City Council
FROM: Darrin Johnson, Nampa Parks and Recreation Director
DATE: March 4, 2019
RE: Bid Agreement for Nampa Recreation Program Shirts

The Nampa Parks and Recreation Department is requesting the approval of a two-year agreement for the service of providing shirts for Parks and Recreation Department recreation programs. The shirts are used for sports leagues, special events and other city related activities.

Included in the council packet is a bid tally sheet illustrating information of all bidders. KB Prints, a Nampa Company, is the apparent low bidder. Staff recommends Nampa City Council approve KB Prints for the shirt bid award and authorize the Mayor and the Nampa Parks and Recreation Director to sign the attached agreement.

Action Requested:
Request City Council authorize the Mayor and Parks and Recreation Director to sign an agreement with KB Prints to supply shirts as described in the terms and conditions of the attached agreement.
**Nampa Recreation Department T-shirt Bid Checksheet 2019**

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<th>Quantity requested</th>
<th>KB Prints</th>
<th>T-Zers</th>
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<tr>
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<td></td>
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<td>$2.50</td>
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**Sponsorship**
- 75 poly shirts free; 75 @ $5.70
- none specified
- Change in sponsor 4 weeks notice prior to order

**Turn around time**
- 2 weeks, 10 business days

**Additional charges - initial order**
- $10 per color per side

**Additional charges - subsequent orders**
- 1st no; 2nd $85

**Type of Shirts**

**Will you extend prices to Rec Center**
- Yes
- Case by Case basis
PROFESSIONAL SERVICES CONTRACT AGREEMENT

Project: Nampa Recreation Department Shirts 2019

Contractor: KB Prints

Owner: City of Nampa, Canyon County, Idaho, a Municipal Corporation

THIS AGREEMENT, made this ________ day of _______________, 2019 by and between the City of Nampa, a Municipal Corporation organized under the laws of the State of Idaho, hereinafter referred to as “CITY”, and KB Prints, a corporation organized under the laws of the State of Idaho.

1. **Scope of Service:** KB Prints will perform all services, and comply in all respects, as specified in KB Prints’ Proposal, Recreation Department Shirt Agreement for the Nampa Parks & Recreation Department, dated January 2019, a copy of which is attached hereto as may be agreed to in writing by the parties.

2. **Time of Performance:** All services contracted for will be provided between the dates of April 1, 2019 and March 31, 2021. The term may be modified by mutual written agreement of the parties.

3. **Indemnification and Insurance:** KB Prints will indemnify and save and hold harmless CITY from all for all losses, claims, actions, judgments for damages, or injury to person’s property and losses and expenses caused or incurred by KB Prints, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortuous conduct of CITY or its employees. In addition, KB Prints, Inc. will maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which CITY will be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance will not be deemed a limitation of the covenants to indemnify and save and hold harmless CITY; and if CITY becomes liable for an amount in excess of the insurance limits, herein provided, KB Prints, Inc. covenants and agrees to indemnify and save and hold harmless CITY from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. KB Prints will provide CITY with Certificate of Insurance, or other proof of insurance evidencing KB Prints’ compliance with the requirements of this paragraph and file such proof or insurance with the City. In the event the insurance minimums are charged; KB Prints will immediately submit proof of compliance with the changed limits. Additionally, KB Prints will maintain Workers Compensation Insurance, in the statutory limits as required by law. Evidence of all insurance will be submitted to Nampa Recreation Department, 131 Constitution Way, Nampa, Idaho 83686.

4. **Independent Contractor:** In all matters pertaining to this agreement, KB Prints will be acting as an independent Contractor, and neither KB Prints nor any officer, employee or agent of KB Prints will be deemed an employee of CITY. The selection and designation of the personnel of CITY in the performance of this agreement will be made of CITY.
5. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, will be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

City of Nampa
Nampa Recreation Department
131 Constitution Way
Nampa, ID  83686

KB Prints
448 S Davin Creek Drive
Nampa, ID 83686

Either party may change their address for the purpose of this paragraph by given written notice of such change to the other in the manner herein provided.

7. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing will be entitled, in addition to any other relief as may be granted, to court cost and reasonable attorney’s fees as determined by a Court of competent jurisdiction. This provision will be deemed to be a separate contract between the parties and will survive any default, termination, or forfeiture of this Agreement.

8. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder will constitute a breach of, and a default under, this Agreement by the party so failing to perform.

9. Assignment: It is expressly agreed and understood by the parties hereto, that KB Prints will not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY.

10. Discrimination Prohibited: In performing the Services required herein, KB Prints will not discriminate against any person on the basis of race, color, religion, sex, national origin, or ancestry, age or disability.

11. Compliance with Laws: In performing the scope of services required hereunder, KB Prints will comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

12. Changes: CITY may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of KB Prints’ compensation, which are mutually agreed upon by and between CITY and KB Prints, will be incorporated in written amendments to this Agreement.
13. **Termination:** Either party may terminate this Agreement at any time by giving at least thirty (30) days notice in writing to the other party.

14. **Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

15. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

16. **Applicable Law:** This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of CITY.

17. **Approval Required:** This Agreement will not become effective or binding until approved by CITY.

END OF AGREEMENT

CITY OF NAMPA

______________________________   _____________________________
Deborah Kling, Mayor     Tim Onofrei

DATE ________________________   DATE________________________

______________________________
Darrin Johnson, Parks & Rec Director

DATE _________________________
TO: Mayor Kling and Nampa City Council
FROM: Darrin Johnson, Parks and Recreation Director
RE: Discussion - Purchase Portion of Stoddard Rail Line
DATE: March 4, 2019

Presentation: Cody Swander will present information at the City Council meeting if more information is needed.

Staff brought information to a previous council meeting (September 17, 2018) regarding the desire to purchase a section of the Stoddard Rail Line located between Sherman Ave. North to 2nd Street South. At the September meeting City Council approved the action to sign a letter of intent to purchase property for a future pedestrian pathway. The letter of intent allowed time for staff to perform due diligence on the property. At this time, the property has been inspected, surveyed and appraised for value.

The completed survey lists the subject property at 1.71 acres. An exhibit is attached that shows the location of the property. The final cost of the property is $124,209. The price reflects the square foot appraised value price that was completed by an appraiser hired by the City.

With this agreement, the City will obtain the lease between the Union Pacific Railroad and Treasure Valley MFG and Recycling. The lease fee that will be coming back to the City is $3,000 annually.

The funding for the purchase of this property comes from a CDBG grant that was awarded to parks and recreation for a future pedestrian pathway.

Action Requested:
We request Nampa City Council authorize the Mayor to sign an agreement to use CDBG funding for the purchase of a portion of the Stoddard Rail Line, Sherman Ave. North to 2nd Street South that is 1.71 acres for the amount of $124,209.
February 19, 2019
Folder 2280-86

City of Nampa
312 1st Street South
Nampa, ID 83651

RE: 1st Amendment to Letter of Understanding dated August 20, 2018 between Union Pacific Railroad Company and City of Nampa (“Agreement”)

Dear Mr. Swander:

This letter will serve as the 1st Amendment to the Agreement reflecting a change in the Property Area, Exhibit A Print and Sale Price due to the results of the January 14, 2019 Survey by T O Engineers. Therefore, Articles 1 and 2 of the Agreement have been amended as follows to reflect the aforementioned changes:

1. Article 1 of the Agreement (“Description of Property”) is revised in its entirety to read as follows:

The Property is 74,488 square feet (1.71 acres) as shown on the print dated February 15, 2019 attached hereto as Exhibit A and made a part hereof.

2. Article 2 of the Agreement (“Sale Price”) is revised in to read as follows:

A. The sale price (“Sale Price”) for the Property shall be One Hundred Twenty Four Thousand Two Hundred Nine and 00/100 Dollars ($124,209.00).

B. The Sale Price is computed as follows:

74,488 square foot (1.71 acres) x $1.45 per square foot (plus a corridor factor of 1.15) = $124,209.00

3. Except as herein amended, all terms and conditions of the Agreements remain unchanged.
If you agree with the foregoing revisions of the terms and conditions of the Agreement, please indicate your acceptance by signing in the acceptance space below and returning one copy to Stephanie Tingley via email at satingle@up.com. If you have questions, please call Ms. Tingley at (402) 544-0946.

Sincerely,

[Signature]

Jill Bazzell
General Director - Real Estate

ACCEPTED AND AGREED THIS ___ DAY OF ____________, 2019.

City of Nampa
NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

Nampa, Canyon County, ID

M.P. 1 - Stoddard Lead
OSL/ID/V-13A/1A

SCALE: 1" = 200'

Office of Real Estate
Omaha, Nebraska Date: 2-15-2019

RRM File: 02280-86
RECORDING REQUESTED BY AND WHEN RECORDED, RETURN TO:

City of Nampa  
Attn: Bruce Skaug  
312 1st Street South  
Nampa, ID 83651

______________________________________________________________________________

(Space Above For Recorder's Use Only)

QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation, successor in interest through merger with Union Pacific Railroad Company, a Utah corporation, successor in interest through merger with Oregon Short Line Railroad Company, a Utah corporation, successor in interest through merger with The Idaho Northern Railway Company, Limited, an Idaho corporation, successor in interest through merger with Boise, Nampa and Owyhee Railway Company, Limited, an Idaho corporation) (“Grantor”), in consideration of the sum of Ten Dollars ($10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto CITY OF NAMPA, an Idaho municipal corporation (“Grantee”), whose address is 312 1st Street South, Nampa, Idaho 83651, and unto its successors and assigns forever, all of Grantor’s right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (“Property”) situated in Canyon County, State of Idaho, as more particularly described in Exhibit A, attached hereto and made a part hereof.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual rights to explore for, remove and dispose of said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by the Grantee, its successors and assigns.
The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions which Grantee by the acceptance of this Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

The foregoing and following covenants, conditions and restrictions shall run with the Property, and a breach of the foregoing and following covenants, conditions and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Environmental Covenants:

(a) "As Is" Sale. Grantee, for itself, its successors and assigns, including any successor owner of any interest in the Property, acknowledges and agrees that the Property has been sold and quitclaimed to and accepted by Grantee in an "AS IS" condition, with all faults, and Grantee acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Grantee acknowledges and agrees that any information Grantee may have received from Grantor or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) was furnished on the condition that Grantee would make an independent verification of the accuracy of the information. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property has been sold and quitclaimed on the basis of Grantee's own independent investigation of the physical and environmental conditions of the Property. Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

(b) Release and Indemnity. GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF ANY INTEREST IN THE PROPERTY, HEREBY RELEASES GRANTOR, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFIES, DEFENDS AND SAVES HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS,
FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS.

(Remainder of page intentionally left blank.)
IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed the ____________ day of ______________________, 2019.

Attest: UNION PACIFIC RAILROAD COMPANY, a Delaware corporation

______________________________
Assistant Secretary

By: ____________________________

Name: Chris D. Goble
Title: Assistant Vice President – Real Estate

(Seal)

STATE OF NEBRASKA  )
COUNTY OF DOUGLAS  ) ss.

The foregoing instrument was acknowledged before me this ____________ day of ______________________, 2019, by Chris D. Goble and ________________________, Assistant Vice President – Real Estate and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal.

______________________________
Notary Public

(Seal)
Grantee hereby accepts this Quitclaim Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this __________ day of __________________, 2019.

CITY OF NAMPA,
an Idaho municipal corporation

By: _______________________________
   Its: ________________________________

STATE OF IDAHO )
    ) ss.
COUNTY OF CANYON )

On ______________, 2019, before me, ________________________________, Notary Public in and for said County and State, personally appeared ________________________________, ________________________________, of CITY OF NAMPA, an Idaho municipal corporation, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

______________________________
Notary Public
CERTIFICATION OF NON-FOREIGN STATUS

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee, CITY OF NAMPA, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. UNION PACIFIC RAILROAD COMPANY is not a disregarded entity as defined in Section 1.445.2(b)(2)(iii) of the Internal Revenue Code;

3. UNION PACIFIC RAILROAD COMPANY’S U.S. employer identification number is 94-6001323; and

4. UNION PACIFIC RAILROAD COMPANY’S office address is 1400 Douglas Street, Omaha, Nebraska 68179, and place of incorporation is Delaware.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation

By: ________________________________
Title: Assistant Vice President – Real Estate
Date: ________________________________
ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Assignor"), ASSIGNS AND TRANSFERS to CITY OF NAMPA, an Idaho municipal corporation ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to the leases and licenses (collectively, "Licenses") to the extent the Licenses affect the real property ("Property") described on Exhibit A attached hereto and made a part hereof, which Licenses are listed on Exhibit B attached hereto and made a part hereof.

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Licenses as they relate to the Property accruing on and after the date hereof, and (b) indemnify, defend and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the Licenses as they relate to the Property on and after the date hereof, or (2) claims under the Licenses as they relate to the Property by the licensees named in the Licenses accruing on and after the date hereof.

This assignment is made and accepted without recourse against Assignor as to the performance by any party under such Licenses.

All exhibits attached to this Agreement are incorporated herein for all purposes.

Dated the _____ day of ________________, 2019.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: ________________________________
Title: ________________________________

CITY OF NAMPA
an Idaho municipal corporation

By: ________________________________
Title: ________________________________
EXHIBIT "A"
RAILROAD PARCEL
DESCRIPTION

A parcel of land being a portion of W1/2 of Section 26, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the northwest corner of SW1/4 of said Section 26, from which a brass cap monument marking the southwest corner of the NW1/4 of said SW1/4 bears S.00°35'53"W. a distance of 1322.73 feet, thence along the north line of said SW1/4, S.89°28'58"E. a distance of 1294.70 feet to a 5/8 inch rebar marking the intersection of said north line and the west right-of-way line of the Stoddard Branch of the Union Pacific Railroad and marking the POINT OF BEGINNING;

1) Thence along said west right-of-way line, N.00°35'09"E. a distance of 175.29 feet to a 5/8 inch rebar marking the intersection of said west right-of-way line and the southerly right-of-way line of 2nd St. S.;

2) Thence leaving said west right-of-way line and along said southerly right-of-way line, S.46°14'59"W. a distance of 129.15 feet to a 5/8 inch rebar marking the intersection of said southerly right-of-way line and the east right-of-way line of said Stoddard Branch;

3) Thence leaving said southerly right-of-way line and along said east right-of-way line, S.36°07'10"W. a distance of 76.06 feet to a 5/8 inch rebar marking an angle point in said east right-of-way line;

4) Thence continuing along said east right-of-way line, S.00°35'09"W. a distance of 1317.93 feet to a 5/8 inch rebar marking the intersection of said east right-of-way line and the north right-of-way line of E. Sherman Ave.;

5) Thence leaving said east right-of-way line and along said north right-of-way line, N.89°17'59"W. a distance of 18.25 feet to a 5/8 inch rebar marking an angle point in said north right-of-way line;

6) Thence continuing along said north right-of-way line, N.89°28'34"W. a distance of 31.74 feet to a 5/8 inch rebar marking the southeast corner of Lot 15, Block 3 of Silver Addition Subdivision as recorded in the official records of Canyon County, Idaho in Plat Book 5 at Page 34;

7) Thence along the line coincident with said west right-of-way line, the east line of Block 3 of said Silver Addition Subdivision and a line parallel with and 25.00 feet west of when measured perpendicular thereto the east line of Margaret Duffe's Park Addition as recorded in the official records of Canyon County, Idaho in Plat Book 1 at Page 19, N.00°35'09"E. a distance of 1292.88 feet to the POINT OF BEGINNING.

CONTAINING: 1.71 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

LD0228086
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<td>Encroachment - Wireline</td>
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CCMS COVERSHEET

AUDIT NUMBER: 71472
DATE OF AGREEMENT: 437
PARTY NAME: IDAHO POWER COMPANY
TYPE OF AGREEMENT: NAMPA ID
LOCATION: IY304
CIRC7 FROM: 0.09
MILEPOST FROM: 1314 - 0061
BOX NUMBER: 3
BATCH NUMBER: 
**TRANSMITTAL SLIP AND BILLING INSTRUCTIONS FOR CONTRACTS, DEEDS, LEASES, ETC.**

**DATE:** 12-22-86  
**AUDIT NO.:** 714-72  
**WITH:** Idaho Power Company  
**BRIEF DESCRIPTION:** mine line at Ranger, Idaho

## ROUTING

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Initial stamps of the Department Manager or Supervisor in charge should be shown in the DATE RECEIVED column. After the document is reviewed, the DATE FORWARDED column is initial stamped and transmitted to the next department checked. ALL DOCUMENTS NOT RETURNED TO THE MANAGER – BILLING AND CONTRACTS WITHIN 30 DAYS WILL BE TRACED. If for any reason a document is needed for extensive review, a copy should be made and the original forwarded to the next department checked or returned to Manager – Billing and Contracts.

### MANAGER – BILLING AND CONTRACTS

**FOR BILLING & CONTRACTS DEPARTMENT USE ONLY**

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**Date Received by Bill Clerk:**  
**Date Forwarded by Bill Clerk:**

**CODED BY:**

**AUDIT NUMBER ADVISED:**

**EXAMINED BY:**

**DEC 22 1986**
Attached is License Agreement, Audit No. 714-72 covering use of a portion of the Railroad Company's property at or near Nampa, Idaho.

The Railroad Company has authorized the installation of fiber optic cable facilities on its property in certain areas. Prior to using the Railroad Company's property covered herein, you should thoroughly review the terms and conditions of this document and contact the Railroad Company at 1-800-336-9193 to determine if a fiber optic cable is buried on the subject property.

In accordance with the terms of the agreement, 48 hours in advance of entering the right of way you should arrange to notify our Roadmaster:

Mr. W. F. House
1313 First Street North
Nampa, Idaho 83651
(208)466-1127

Sincerely yours,

R. W. CHRISTENSEN
Manager-Real Estate Contracts

BCG: Mr. D. A. Quinter - Supv. Leases and Contracts - Room 20
With Railroad Company's Original Copy of Document
Mr. L. J. Randolph - Billing & Contracts - MC 7124 - w/c
Mr. S. J. McLaughlin - Engr. - Room 1000
Mr. E. C. May - General Manager - Salt Lake City
Mr. W. F. House - Roadmaster - Nampa

DOU/R/11171
WIRE LINE AGREEMENT
LONGITUDINAL ENCROACHMENT
Mile Post .94-.96, Stoddard Branch
Nampa, Canyon County, Idaho

THIS AGREEMENT is made and entered into as of the 9th day of December 19__ by and between OREGON SHORT LINE RAILROAD COMPANY, a Utah corporation and its Lessee, UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter the Licensor) and IDAHO POWER COMPANY, a Maine corporation of P.O.Box 70, Boise, Idaho 83707 (hereinafter the Licensee).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate overhead power wire line (hereinafter called the Wire Line) in the location shown and in conformity with the dimensions and specifications indicated on the attached print marked Exhibit A.

Article 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, hereto attached.

Article 3. TERM.

This Agreement shall take effect as of the date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

Witness: OREGON SHORT LINE RAILROAD COMPANY

C.J. Christensen

By General Director–Real Estate

IDAH0 POWER COMPANY

Witness:

Paul Gaspari

X

Vice President
EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

(a) The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wire lines, pipe lines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

(b) The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

(a) If the Wire Line or any part thereof is to be located above the top of the rails of any track or communication and signal lines, including static wires, overhead clearance provided by the Wire Line shall be no less than that shown on Exhibit A. The Wire Line shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with the Specifications prescribed in the current issue of the National Electrical Safety Code of the U. S. Department of Commerce, National Bureau of Standards, as subsequently amended. In the event such Specifications conflict in any respect with the requirements of any federal, state or municipal law or regulation, such requirements shall govern on all points of conflict, but in all other respects the Specifications shall apply.

(b) All work performed on property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Wire Line shall be done under the supervision and to the satisfaction of the Licensor.

(c) If the Wire Line is an existing one not conforming in its construction to the above provisions of this Section 2, the Licensee shall, within ninety (90) days after the date hereof, reconstruct it so as to conform therewith.

(d) The Wire Line shall be constructed, maintained and operated by the Licensee in such manner as not to be or constitute a hazard to aviation. With respect to the Wire Line the Licensee, without expense to the Licensor, will comply with all requirements of law and of public authority, whether federal, state or local, including but not limited to aviation authorities.

(e) In the operation of the Wire Line, the Licensee shall not transmit electric current at a difference of potential in excess of the voltage indicated on Exhibit A. If the voltage indicated is in excess of six hundred (600) volts, and the Wire Line is, or is to be, buried at any location on the property of the Licensor outside track ballast sections or roadbed, the Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three (3) inches of concrete with a minimum of four (4) feet of ground cover the entire length of the Wire Line on the property of the Licensor. A Wire Line buried by removal of the soil shall have, at a depth of one (1) foot beneath the surface of the ground directly above the Wire Line, a six (6) inch wide warning tape bearing the warning, "Danger-High Voltage," or equivalent wording. A Wire Line encased in conduit, jacked or bored under the property of the Licensor, must be identified by placing warning signs, to be installed and properly maintained at the expense of the Licensee, at each edge of the Licensor's property. The Licensee shall not utilize the signs in lieu of the warning tape where portions of the casing are installed by direct burial.

Section 3. NOTICE OF COMMENCEMENT OF WORK.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wire Line. All such work shall be prosecuted diligently to completion.
Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Wire Line, including any and all expense which may be incurred by the Licensor in connection therewith for supervision or inspection, or otherwise.

Section 5. RELOCATION OR REMOVAL OF WIRE LINE.

(a) The license herein granted is subject to the needs and requirements of the Licensor in the operation of its railroad and in the improvement and use of its property, and the Licensee shall, at the sole expense of the Licensee, move all or any portion of the Wire Line to such new location or (unless the Wire Line extends entirely across the property of the Licensor) remove the Wire Line from such property, as the Licensor may designate, whenever in the furtherance of its needs and requirements, the Licensor shall find such action necessary or desirable.

(b) All the terms, conditions and stipulations herein expressed with reference to the Wire Line on property of the Licensor in the location hereinafter described shall, so far as the Wire Line remains on the property, apply to the Wire Line as modified, changed or relocated within the contemplation of this Section.

Section 6. INTERFERENCE.

In the operation and maintenance of the Wire Line the Licensee shall take all suitable precaution to prevent any interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of the Licensor or of its tenants; and if, at any time, the operation or maintenance of the Wire Line results in any electrostatic effects which the Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by the Licensor and/or its tenants, the Licensee shall, at the sole expense of the Licensee, immediately take such action as may be necessary to eliminate such interference.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

(a) Fiber optic cable systems may be buried on the Licensor's property. Licensee shall telephone the Licensor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Licensor's premises.

(b) In addition to the liability terms elsewhere in this Agreement, the Licensee shall indemnify and hold the Licensor harmless against and from all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of the Licensee, its contractors, agents and/or employees, that causes or in any way or degree contributes to (1) any damage to or destruction of any telecommunications system by the Licensee, and/or its contractor, agents and/or employees, on Licensor's property, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunication company(ies).

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL.

(a) The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Wire Line, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

(b) The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Wire Line, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Wire Line or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein.
Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee’s property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR’S PROPERTY.

In the event the Licensor authorizes the Licensee to take down any fence of the Licensor or in any manner move or disturb any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wire Line, then in that event the Licensee shall, as soon as possible and at Licensee’s sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys’ fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out or or arises from the taking down of any fence or the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

As a major inducement and consideration for the license and permission herein, the Licensee shall indemnify and hold harmless the Licensor and other companies which use the property of the Licensor, (Other Companies) their officers, agents and employees, against and from any and all loss, damage, claims, demands, actions, causes of action, penalties, costs and expenses of whatsoever nature, including court costs and attorneys’ fees, which may result from injury to or death of persons whomsoever (including officers, agents and employees of the Licensor and of the Licensee, as well as other persons), or against and from damage to or loss or destruction of property whatsoever (including damage to the roadbed, tracks, equipment or other property of the Licensor and Other Companies or property in their care or custody), when such injury, death, loss, destruction or damage is due to or arises because of:

1. The existence of the Wire Line or the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wire Line or any part thereof;

2. The prosecution of any work contemplated by this Agreement or the presence, operation or use of the Wire Line or electric current conducted thereon or escaping therefrom;

3. Damage to or loss or destruction of the Wire Line from any cause whatsoever, regardless of whether caused solely or contributed to in part by the negligence or fault of the Licensor or Other Companies, their officers, agents or employees.

Section 11. REMOVAL OF WIRE LINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee’s sole expense, remove the Wire Line from the property of the Licensor and restore such property to as good a condition as it was in before the Wire Line was originally constructed, all under the supervision and to the satisfaction of the Licensor. If the Licensee fails to do the foregoing, the Licensor may perform the work of removal and restoration at the expense of the Licensee. The Licensor shall not be liable to the Licensee for any damage sustained by the Licensee as a result of the removal of the Wire Line by the Licensor as in this section provided, nor shall such action prejudice or impair any right of action for damages or otherwise that the Licensor may, at the time of such removal, have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any subsequent breach thereof.

Section 13. TERMINATION.

(a) If the Licensee does not use the right herein granted or the Wire Line for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor
Section 13. TERMINATION.

(a) If the Licensee does not use the right herein granted or the Wire Line for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

(b) In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.

(c) Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liability, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.
EXHIBIT 'A'
OREGON SHORT LINE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY (LEGEE)

Nampa, Canyon County, Idaho
Opp. MP 0.94 To 0.96 - Stoddard Branch
To accompany agreement with Idaho Power Company covering an overhead power line encroachment.

Scale 1" = 100'
Office of Director-Real Estate
Omaha, Nebraska  June 25, 1986

- LEGEND -
O.N. power line encroachment shown........................................... YELLOW
RRCo, R/W outlined ..............................................................
REMS FileNet Cover Sheet

AUDIT NUMBER 288386
FOLDER NUMBER 0308093
CITY NAMPA
STATE ID
PARTY NAME TREASURE VALLEY MFG & RECYCLING INC.
PRIMARY PURPOSE Lease: Industrial
EFFECTIVE DATE 3/1/2018
MP START 1
MP END
PRIMARY CIRC7 IY304
DESCRIPTION Lease of Property (03-01-2018)
BOX NUMBER 0
BATCH 00
LEASE OF PROPERTY
(INDUSTRIAL LEASE - UNIMPROVED - YEAR TO YEAR)

THIS LEASE ("Lease") is entered into on March 20, 2018, between UNION PACIFIC RAILROAD COMPANY ("Lessor") and TREASURE VALLEY MFG & RECYCLING INC., an Idaho corporation, whose address is P.O. Box 368, Caldwell, Idaho 83606 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article 1. PREMISES; USE.

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at Nampa, Idaho, shown on the print dated February 15, 2018, marked Exhibit A, hereto attached and made a part hereof, subject to the provisions of this Lease and of Exhibit B attached hereto and made a part hereof. The Premises may be used for access, a lessee owned fence, and storage of non-hazardous materials, and purposes incidental thereto, only, and for no other purpose.

Article 2. TERM.

The term of this Lease shall commence March 01, 2018, and, unless sooner terminated as provided in this Lease, shall extend for one year and thereafter shall automatically be extended from year to year.

Article 3. FIXED RENT.

A. Lessee shall pay to Lessor, in advance, fixed rent of Three Thousand Dollars ($3,000.00) annually. The rent shall be automatically increased by Three percent (3%) annually, cumulative and compounded.

B. Not more than once every three (3) years, Lessor may redetermine the fixed rent. If Lessor redetermines the rent, Lessor shall notify Lessee of such change.

Article 4. INSURANCE.

A. Throughout the entire term of this Lease, Lessee shall maintain the insurance coverage required under Exhibit C hereto attached and made a part hereof.

B. Not more frequently than once every two years, Lessor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Lessor, Lessee shall provide to Lessor a certificate issued by its insurance carrier evidencing the insurance coverage required under Exhibit C.

D. All insurance correspondence shall be directed to: Real Estate Department, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690, Folder No. 03080-93.
Article 5. WARRANTY OF IMPROVEMENTS

A. Lessee hereby warrants that Lessee is the lawful owner of all the right, title and interest in and to any and all improvements located upon the Premises. Such improvements include, but are not limited to a lessee owned fence/retaining wall.

B. Lessee assumes all obligations under this Lease with respect to the improvements, including the removal of the improvements upon the expiration or termination of this Lease at Lessee's sole cost and expense.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

Lessor: UNION PACIFIC RAILROAD COMPANY

Lessee: TREASURE VALLEY MFG & RECYCLING INC.

By: ___________________________ By: ___________________________
Name: Jill C. Bazzell Name: ___________________________
Title: Senior Director - Real Estate Title: ___________________________

EXHIBIT B
TO
INDUSTRIAL LEASE (UNIMPROVED YEAR TO YEAR)

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATIONS, TITLE AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. Lessee acknowledges that Lessor makes no representations or warranties, express or implied, concerning the title to the Premises, and that the rights granted to Lessee under this Lease do not extend beyond such right, title or interest as Lessor may have in and to the Premises. Without limitation of the foregoing, this Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew any such outstanding rights granted by Lessor or Lessor's predecessors.

D. Without limitation of Subparagraphs B. and C. above, Lessee shall not interfere in any manner with the use or operation of any signboards now or hereafter placed on the Premises or with any property uses in connection with such signboards (such as, by way of example and not in limitation, roadways providing access to such signboards). In no event may Lessee construct on the Premises any improvements that interfere in any manner with the visibility or operation of any signboards now or hereafter on the Premises or on property in proximity to the Premises.

Section 3. PAYMENT OF RENT.

Rent (which includes the fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

Section 4. TAXES AND ASSESSMENTS.

A. Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

B. If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.
Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. CARE AND USE OF PREMISES.

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises other than the Lessor Improvements is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the
term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any of the foregoing exceptions to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Lessor reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seg., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.
Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. RELEASE AND INDEMNITY.

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.
C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

Section 13. TERMINATION.

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Notwithstanding the terms of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (30) day’s written notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A, at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance. Notwithstanding anything to the contrary in this Lease, if Lessee has not complied with the requirements of Section 15A, this Lease, together with all terms contained herein (including payment of rent) will remain in effect until the requirements of Section 15A are met, unless Lessor, in its sole discretion, elects to terminate this Lease.

Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, including all personal property and restored the surface to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration prior to termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.
Section 16. **FIBER OPTICS.**

Lessee shall telephone Lessor during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Fridays, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried on the Premises. Lessor may change the telephone number and hours of operation by giving Lessee notice of the change. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. **NOTICES.**

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by facsimile to (402) 501-0340, by email or by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: AVP - Real Estate, Real Estate Department, 1400 Douglas Street, Stop 1690, Omaha, Nebraska 68179; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. **ASSIGNMENT.**

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. **CONDEMNATION.**

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

Section 20. **ATTORNEY'S FEES.**

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

Section 21. **RIGHTS AND OBLIGATIONS OF LESSOR.**

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected by any changes in the laws applicable to this Lease, whether statutory, regulatory or under
federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

Section 22. **MODIFICATION, WAIVER OF DEFAULT, ENTIRE AGREEMENT.**

No waiver, modification or amendment to this Lease, including specifically but not limited to, any indemnity and/or insurance requirement herein, shall be of any force or effect unless made in writing, signed by Lessor and Lessee and specifying with particularity the nature and extent of such waiver, modification or amendment. This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, and any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the term of this Lease.

Section 23. **WATER WELL(S).**

The installation of new water well(s) or use of existing water well(s) or other equipment or facilities designed to secure potable or non-potable water from sources on the leased premises, or from any adjoining property owned or operated by Lessor, is prohibited.
EXHIBIT C
Union Pacific Railroad
Contract Insurance Requirements

Lease of Land

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease (except as otherwise provided in this Lease) the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must also contain the following endorsement, which must be stated on the certificate of insurance: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Premises” as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:
- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing “Premises” as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:

Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Lessee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

In any and all Claims against Lessor by any employee of Lessee, Lessee’s indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other employee benefits acts.

D. **Pollution Liability** insurance. If permitted use as defined in this Lease includes any generation, handling, enrichment, storage, manufacture, or production of hazardous materials pollution liability insurance is required. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.
If hazardous materials are disposed of from the Premises, Lessee must furnish to Lessor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

E. **Umbrella or Excess** insurance. If Lessee utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

**Other Requirements**

F. All policy(ies) required above must include Lessor as “Additional Insured” using ISO Additional Insured Endorsement CG 20 11 (or a substitute form providing equivalent coverage). The coverage provided to Lessor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 11, provide coverage for Lessor’s negligence whether sole or partial, active or passive, and shall not be limited by Lessee’s liability under the indemnity provisions of this Lease.

G. Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers’ liability or commercial umbrella or excess liability insurance obtained by Lessee required by this agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Lease, or (b) all punitive damages are prohibited by all states in which the Premises are located.

I. All insurance policies must be written by a reputable insurance company acceptable to Lessor or with a current Best’s Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Premises are located.

J. The fact that insurance is obtained by Lessee, or by Lessor on behalf of Lessee, will not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor from Lessee or any third party will not be limited by the amount of the required insurance coverage.
DAVID WEITZ  
TREASURE VALLEY MFG & RECYCLING INC.  
PO BOX 368  
CALDWELL ID 83606  

RE: Lease Covering Use of Railroad Property at Nampa, Idaho  

Dear Mr. Weitz:  

Attached for your permanent record is a fully executed original of the above-referenced Lease.  

The Railroad Company has authorized the installation of fiber optic cable facilities on its property in certain areas. Prior to digging on the Railroad’s property you must contact the Railroad Company at 1-800-336-9193 to determine if this property contains fiber optic cable. In any event, you should thoroughly review the terms and conditions of this Lease.  

In compliance with the Internal Revenue Service’s policy regarding Form 1099, please be advised that 94-6001323 is Union Pacific Railroad Company’s Federal Taxpayer Identification Number and we are doing business as a corporation.  

Sincerely,  

Aaron Galley  
Senior Analyst RE - Prop Mgmt - Real Estate  
(402) 544-8043
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**TRANSMITTAL SLIP AND BILLING INSTRUCTIONS FOR CONTRACTS, DEEDS, LEASES, ETC.**

**DATE:** 8-19-82

**ORIGINAL STORED IN ENVELOPE AT REAR OF BATCH**

**AUDIT NO.: A 105157**

**BRIEF DESCRIPTION:**

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### ROUTING

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Initial stamps of the Department Manager or Supervisor in charge should be shown in the DATE RECEIVED column. After the document is reviewed, the DATE FORWARDED column is initial stamped and transmitted to the next department checked. ALL DOCUMENTS NOT RETURNED TO THE MANAGER – BILLING AND CONTRACTS WITHIN 30 DAYS WILL BE TRACED. If for any reason a document is needed for extensive review, a copy should be made and the original forwarded to the next department checked or returned to Manager – Billing and Contracts.

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### FOR BILLING & CONTRACTS DEPARTMENT USE ONLY

#### SPECIAL INSTRUCTIONS TO BILL CLERK

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Underground Sewer Line Crossing  
Nampa, Idaho (MP 1.08)  

LD No. 25431  
Audit No. __________

THIS AGREEMENT, made and entered into as of the 1st day of February, 1982, by and between OREGON SHORT LINE RAILROAD COMPANY, corporations of the State of Utah (hereinafter collectively the Licensor), and QUINTEX CORPORATION, a corporation of the State of Idaho (hereinafter the Licensee), WITNESSETH:

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. Upon the execution and delivery of this Agreement, the Licensee shall pay to the Licensor the sum of one hundred dollars ($100.00) to cover the cost of preparation hereof. In consideration of the sum of one hundred fifty dollars ($150.00) to be paid by the Licensee to the Licensor upon the execution and delivery of this Agreement and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee, subject to the terms and conditions herein stated, the right to construct and thereafter, during the term hereof, to maintain and operate the underground sewer pipeline (hereinafter the Pipe Line) across the property and under the track of the Licensor in the location shown by yellow line, and in conformity with the dimensions and specifications indicated, on the print dated February 19, 1982, marked Exhibit A, hereto attached.

2. The grant herein made is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B hereto attached and by this reference incorporated herein.

3. This Agreement shall take effect as of the date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

Witness:

OREGON SHORT LINE RAILROAD COMPANY

GENERAL MANAGER

QUINTEX CORPORATION

PRESIDENT

Attest:

SECRETARY
QUINTEX BUILDING

525.1' to East-West C. of Sec. 26 T.3N. R.2W. B.M.

1781

(24)

22.6'

25

TO NAMPA YL

TO STODDARD

56+80.5 4" U.G. PVC SEWER LINE
X-ING IN 8" STEEL CASING
WALL THICKNESS=0.1875"
MIN. CASING LENGTH 55.5'
FROM EDGE OF BLDG.
GROUT SEALED AT BOTH ENDS:
4.5' MIN. BBR - 3.0' MIN. BNG

Exhibit "A"

OREGON SHORT LINE RAILROAD COMPANY
and Union Pacific Railroad Company

Stoddard Branch
M.P. 1.08
Nampa (Canyon County), Idaho

To accompany agreement with QUINTEX CORPORATION, covering an underground sewer line crossing.

Scale: 1" - 50'

Office of District Real Estate Dir.
Salt Lake City, Utah  Feb. 19, 1982

*LEGEND*

U.G. sewer line shown  YELLOW
Railroad R/W shown  RED

Drawing No. A-4215-D
The foregoing grant is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property in the performance of its public duty as a common carrier, and is also subject to the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication or other wire lines, pipe lines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

The Pipe Line shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with Union Pacific Railroad Co. Common Standard Specification 1029 adopted November 1949, as subsequently amended, except as may be modified and approved by the Licensee's Chief Engineer. In the event such Specification conflicts in any respect with the requirements of any federal, state or municipal law or regulation, such requirements shall govern on all points of conflict, but in all other respects the Specification shall apply:

All work performed on property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipe Line shall be done under the supervision and to the satisfaction of the Licensor.

Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipe Line where it passes underneath the roadbed and track or tracks of the Licensee, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensee's operations, and shall not proceed with the work until such plans have been approved by the Chief Engineer of the Licensor and then only under the supervision of the Chief Engineer or his authorized representative. The Licensee shall have the right, if it so elects, to provide such support as may be necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipe Line, and in the event the Licensor provides such support, the Licensee shall pay to the Licensee, within fifteen (15) days after bills shall have been rendered therefor, all expense incurred by the Licensor in connection therewith, which expense shall include all assignable costs plus ten percent (10%) to cover elements of expense not capable of exact ascertainment.

The Licensee shall keep and maintain the soil over the Pipe Line thoroughly compacted and the grade even with the adjacent surface of the ground.

Section 3. NOTICE OF COMMENCEMENT OF WORK.

The Licensee shall notify the Licensor at least forty-eight (48) hours in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipe Line. All such work shall be prosecuted diligently to completion.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipe Line, including any and all expense which may be incurred by the Licensee in connection therewith for supervision or inspection, or otherwise.

Section 5. RELOCATION OR REMOVAL OF PIPE LINE.

The license herein granted is subject to the needs and requirements of the Licensor in the operation of its railroad and in the improvement and use of its property, and the Licensee shall, at the sole expense of the Licensee, move all or any portion of the Pipe Line to such new location or (unless the Pipe Line extends entirely across the property of the Licensor) remove the Pipe Line from such property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor shall find such action necessary or desirable.

All the terms, conditions and stipulations herein expressed with reference to the Pipe Line on property of the Licensor in the location hereinbefore described shall, so far as the Pipe Line remains on the property, apply to the Pipe Line as modified, changed or relocated within the contemplation of this section.
Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

The Pipe Line and all parts thereof within and outside of the limits of the property of the Licensor shall be constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

Section 7. CLAIMS AND LIENS FOR LABOR AND MATERIALS; TAXES.

The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipe Line, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipe Line, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon it in respect to such property shall not be increased because of the location, construction or maintenance of the Pipe Line or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 8. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee shall take down any fence of the Licensor or in any manner move or disturb any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipe Line, then and in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property of the Licensor.

Section 9. LIABILITY.

The Licensee shall indemnify and hold harmless the Licensor and other companies which use the property of the Licensor, their officers, agents and employees, against and from any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or against and from damage to or loss or destruction of property whatsoever (including damage to the roadbed, tracks, equipment or other property of the Licensor and such other companies or property in their care or custody), when such injury, death, loss, destruction or damage is due to or arises from the bursting of or leaks in the Pipe Line, or in any other way whatsoever is due to, or arises because of, the existence of the Pipe Line or the construction, operation, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipe Line or any part thereof, or to the contents therein or therefrom (except when caused directly and solely by the negligence of the Licensor and such other companies, their officers, agents or employees). The Licensee does hereby release the Licensor and such other companies, their officers, agents and employees, from all liability for damages on account of injury to the Pipe Line from any cause whatsoever.

Section 10. TERMINATION ON NONUSE OR DEFAULT.

If the Licensee does not use the right herein granted or the Pipe Line for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensee to the Licensee specifying such default, the Licensor may, at its option, forthwith terminate this Agreement. Notice of default and notice of termination may be served upon the Licensee by mailing to the last known address of the Licensee.
Section 11. REMOVAL OF PIPE LINE UPON TERMINATION OF AGREEMENT.

Within ninety (90) days after the termination of this Agreement howsoever, the Licensee shall, at Licensee’s sole expense, remove the Pipe Line from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good condition as they were in at the time of the construction of the Pipe Line. If the Licensee fails to do the foregoing, the Licensor may do such work of removal and restoration at the cost and expense of the Licensee. The Licensor may, at its option, upon such termination, at the entire cost and expense of the Licensee, remove the portions of the Pipe Line located underneath its roadbed and track or tracks and restore such roadbed to as good condition as it was in at the time of the construction of the Pipe Line, or it may permit the Licensee to do such work of removal and restoration under the supervision of the Licensor. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any subsequent breach thereof.

Section 13. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 14. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 13 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.
STATE OF Oregon) ss.
County of Multnomah)

On the 4th day of May, 1982, before me, a Notary Public in and for said County, personally appeared M. E. MERRITT to me personally known to be the GENERAL MANAGER of OREGON SHORT LINE RAILROAD COMPANY and UNION PACIFIC RAILROAD COMPANY, who, being duly sworn, did say that the instrument was signed and executed in behalf of said corporations by authority duly conferred by their By-Laws, and acknowledged to me said instrument to be the free act and deed of said corporations.

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

[Signature]
Notary Public
Residing at Boring

My Commission Expires: 9-14-82

STATE OF Idaho) ss.
County of Ada)

On the 8th day of April, 1982, before me, a Notary Public, personally appeared J. Robert Jones to me personally known to be the President of QUINTEX CORPORATION, who, being duly sworn, did say that the instrument was signed and executed in behalf of said corporation by authority duly conferred according to law, and acknowledged to me said instrument to be the free act and deed of said corporation.

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

[Signature]
Notary Public
Residing at Boise, Idaho

My Commission Expires: 10-2-84
June 7, 1982

Quintex Corporation
c/o JUB Engineers, Inc.
212 - 10th Avenue South
Nampa, Idaho 84101

Gentlemen:

Re: Agreement LD No. 25431
QUINTEX CORPORATION
Underground Sewer Line Crossing
Nampa, Idaho (MP 1.08)

Your fully executed counterpart original of the above agreement is sent you herewith for your records.

Before commencing the above work, the person to whom notice is to be given in accordance with the agreement is: Mr. G. F. Hite, UPRR Division Engineer, P. O. Box 790, Pocatello, Idaho 83201, Phone: (208) 236-5314 or (208) 236-5369.

Very truly yours,

Steven A. Goodsell

cc: Mr. G. F. Hite

The Railroad Company's original of the above agreement is sent you herewith. Will you please advise the Audit Number assigned thereto. Notice of expiration, if applicable, should be forwarded to the person below designated by asterisk.

S. A. G.

bc: Mr. R. M. Brown
    Mr. M. E. Merritt
    Mr. A. L. O'Neill
    Mr. D. J. Austin* (RE 82-14)

One copy is enclosed for your file.

S. A. G.
EXHIBIT “A"
RAILROAD PARCEL
DESCRIPTION

A parcel of land being a portion of W1/2 of Section 26, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the northwest corner of SW1/4 of said Section 15, from which a brass cap monument marking the southwest corner of the NW1/4 of said SW1/4 bears S.00°35’53”W. a distance of 1322.73 feet, thence along the north line of said SW1/4, S.89°28’58”E. a distance of 1294.70 feet to a 5/8 inch rebar marking the intersection of said north line and the west right-of-way line of the Stoddard Branch of the Union Pacific Railroad and marking the POINT OF BEGINNING;

1) Thence along said west right-of-way line, N.00°35’09”E. a distance of 175.29 feet to a 5/8 inch rebar marking the intersection of said west right-of-way line and the southerly right-of-way line of 2nd St. S.;

2) Thence leaving said west right-of-way line and along said southerly right-of-way line, S.46°14’59”E. a distance of 129.15 feet to a 5/8 inch rebar marking the intersection of said southerly right-of-way line and the east right-of-way line of said Stoddard Branch;

3) Thence leaving said southerly right-of-way line and along said east right-of-way line, S.36°07’10”W. a distance of 76.06 feet to a 5/8 inch rebar marking an angle point in said east right-of-way line;

4) Thence continuing along said east right-of-way line, S.00°35’09”W a distance of 1317.93 feet to a 5/8 inch rebar marking the intersection of said east right-of-way line and the north right-of-way line of E. Sherman Ave.;

5) Thence leaving said east right-of-way line and along said north right-of-way line, N.89°17’59”W. a distance of 18.26 feet to a 5/8 inch rebar marking an angle point in said north right-of-way line;

6) Thence continuing along said north right-of-way line, N.89°28’34”W. a distance of 31.74 feet to a 5/8 inch rebar marking the southeast corner of Lot 15, Block 3 of Silver Addition Subdivision as recorded in the official records of Canyon County, Idaho in Plat Book 5 at Page 34;
7) Thence along the line coincident with said west right-of-way line, the east line of Block 3 of said Silver Addition Subdivision and a line parallel with and 25.00 feet west of when measured perpendicular thereto the east line of Margaret Duffe’s Park Addition as recorded in the official records of Canyon County, Idaho in Plat Book 1 at Page 19, N.00°35’09”E. a distance of 1292.88 feet to the POINT OF BEGINNING.

CONTAINING: 1.71 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.
Authorize Addition of Alta Planning and Design to 2018-2019 First Choice Hiring Roster and Implementation of Miscellaneous Professional Services Term Agreement and Task Order for Bike and Pedestrian Master Plan Update Consultant Services (Reviewed and Approved by Legal Counsel) (As Approved in Fiscal Year 2019 Budget)

- A high-quality, non-motorized transportation network is the hallmark of desirable communities that are pleasant to live, work and play. The City of Nampa’s Bike and Pedestrian Plan, adopted by Council in 2012, has been a giant step forward in Nampa realizing its walking and biking potential

- Spearheaded by the Nampa Bike and Pedestrian Committee, the Bike and Pedestrian Master Plan has been a catalyst to launch the following improvements:
  - Establishment of a Bike and Pedestrian Advisory Committee
  - Helped secure $15 Million in multimodal grant funding
  - Installation of more than 5 miles of public pathways
  - Student safety improvements at 9 Nampa schools
  - 7 HAWK Pedestrian Beacon Crossings
  - 10 Rapid Flashing Beacon Crossings
  - Lloyds Square downtown pathway improvements
  - Frontage and pathway improvements to Nampa High School
  - 5 miles of bike lanes
  - 5 miles of shared-use bike lanes
  - 2 miles of sidewalk and hundreds of pedestrian ramps
  - Lighting, signage and striping improvements throughout Nampa

- The current master plan is based largely on data from 2008-2009. Improvements since this time need to be incorporated into an updated plan. Council approved funds in the fiscal year 2019 budget to accomplish a long list of additional plan improvements. A total of $60,000 is budgeted; $30,000 from the Parks Department and $30,000 from the Street Division

- Alta Planning and Design (Alta) completed the 2012 Bike and Pedestrian Master Plan for the City of Nampa. To build upon the good work already underway, a small steering committee determined to select Alta for the master plan update. Qualification Based Selection (QBS) requirements in Idaho law allow a local government to negotiate a new contract with a firm for a previously awarded or associated project

- Alta did not submit its Statement of Qualification (SOQ) for consideration during the City’s 2018-2019 Request for Qualifications (RFQ) for consultant hiring rosters. As the selection process has passed, additional consultants can be considered for addition to the City’s first choice consultant hiring roster. Alta has submitted its SOQ (see Exhibit A) for consideration. The Bike and Pedestrian Advisory Committee, Parks Department and Engineering Division recommend adding Alta to the first choice roster
• Alta’s Scope of Work (SOW) and budget (see Exhibit B) accomplish many important items for the City’s bike and pedestrian system. Notable among them are:
  o Initiate a substantial public involvement effort
  o Design an off-road pathway system for future expansion
  o Reconfirm or modify the existing plan’s major policy directives
  o Provide a project priority list and estimates to pursue grant funding
  o Design and include a mechanism for prioritizing pathway, bicycle and pedestrian projects

• The Bike and Pedestrian Advisory Committee, Parks Department, Engineering Division, and Planning and Zoning Department recommend:
  o Adding Alta Planning and Design to the City’s first choice hiring roster, and
  o Authorizing Miscellaneous Professional Services Term Agreement, and
  o Authorizing Task Order for SOW to update the Bike and Pedestrian Master Plan

REQUESTS:

(1) Authorize addition of Alta Planning and Design to 2018-2019 Request for Qualifications First Choice Hiring Roster, and
(2) Authorize Mayor and Public Works Director to sign Miscellaneous Professional Services Term Agreement, and
(3) Authorize Mayor and Public Works Director to sign Task Order for Scope of Work with Alta Planning and Design for Bike and Pedestrian Master Plan Update in the amount of $59,939.00 time and material not to exceed (T&M NTE) for Engineering Division.
CITY OF NAMPA:
MISCELLANEOUS PROFESSIONAL SERVICES TERM AGREEMENT FOR FISCAL YEARS 2018 AND 2019

January 14, 2019
January 14, 2019

City of Nampa
Public Works Department
411 Third Street South
Nampa, ID 83651
Attn: Tom Points, PE, City Engineer

Re: Miscellaneous Professional Services Term Agreement for 2018-2019

Dear Mr. Points and Members of the Selection Committee:

Alta Planning + Design (Alta) is pleased to submit our qualifications to provide on-call services for the following two categories: (1) Civil Engineering Roadway and Traffic and (2) Miscellaneous Engineering Services for the City of Nampa.

Since our work on Nampa’s last Bicycle and Pedestrian Master Plan in 2011, we have continued to collaborate with communities throughout Idaho to develop active and safe places where bicycling and walking are viable transportation options. Alta’s regional staff offer holistic solutions for active transportation including engineering, planning, and landscape architecture services. We are ready to assist Nampa with a wide range of projects from bicycle and pedestrian master planning to engineering and implementation of bikeways, shared use paths, and other active transportation infrastructure.

We are pleased to offer the City of Nampa our unique qualifications and services:

- **Comprehensive Active Transportation Expertise.** Alta’s staff of planners, landscape architects, and engineers allow us to lead projects through all phases of planning and design from identification in a master plan, through funding and conceptual design, to final engineering and implementation. This breadth of knowledge also promotes feasible design solutions that are focused on implementation.

- **Experience in Urban and Rural Communities.** Our staff have directly contributed to a breadth of projects throughout the Mountain West that have exhibited a wide variety of land-use contexts and funding levels. This experience enables our team to execute each task order with a strong foundation of applicable experience.

- **Transportation Engineering.** Alta’s engineering staff excel at making sure the smallest details enable users to comfortably use them by any mode. We have provided similar services in dozens of communities throughout Idaho, Montana, Utah, Wyoming and Colorado. Our in-house engineering services include geometric design, traffic modeling, and signal analysis. Alta has a proven track record of designing projects that get built and function well.

We are excited for the opportunity to work with City of Nampa and look forward to hearing next steps. I will serve as the Principal-in-Charge for the resulting contract with the City and am authorized to make formal commitments on behalf of Alta. Danielle Berger will serve as the main point of contact. Please contact Danielle at (385) 355-2106 or danielleberger@altaplanning.com with questions regarding our qualifications.

Sincerely,

Joe Gilpin, Principal-in-Charge | Alta Planning + Design
Alta’s mission is to create active communities.

Alta Planning + Design is North America’s leading multimodal transportation firm that specializes in the planning, design, and implementation of people-focused transportation projects. Founded in 1996, Alta has more than 200 staff in 30 offices across North America and is headquartered in Portland.

EXPERIENCE AND DEDICATION
Alta staff offer deep expertise in planning and design for walking and biking. This includes expertise in innovative bikeways designed for all ages and abilities, and holistic street design for universal access, street life, and safety. We engage people in our process, help clients navigate state and federal standards, and produce high quality deliverables that help our clients meet their goals.

Alta staff are at the forefront of the sustainable transportation movement. We are active in the Association of Pedestrian and Bicycle Professional (APBP), the Institute of Transportation Engineers, and the Transportation Research Board, and have conducted national studies for the U.S. Department of Transportation. Alta is proud to have managed the development of the NACTO Urban Bikeway Design Guide and the FHWA Small Towns and Rural Multimodal Networks guide.

Alta provides a full range of services including:
- Master plans (bicycle, pedestrian, trail, open space, and park)
- Streetscapes and urban design
- Multimodal roadway engineering
- Public and stakeholder engagement
- Traffic engineering
- Striping and signing plans
- Project management
- Construction documentation and administration
- Landscape architecture and project design
- Bicycle and pedestrian integration with transit
- Bicycle and pedestrian facility design guidelines
- Complete Streets
- Signage and wayfinding plans
- GIS and mapping services

OFFICE LOCATIONS
FINANCIAL ACCOUNTABILITY

The company’s cost accounting system must be able to track direct project-related expenditures and indirect costs and expenditures, and to keep these separate from non-project related costs or other projects.

Does your company have a job cost accounting system to provide for recording and accumulation of costs incurred on each contract?  ☒ Yes  ☐ No

Alta Planning + Design, Inc.

COMPANY NAME

Signature of Responsible Party  Date

1/11/19
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS

By signing this document, the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company, material suppliers, vendors or other lower tier participants on this project:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or Local department or agency.

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property.

c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification.

d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Alta Planning + Design, Inc.
COMPANY NAME

[Signature]
Signature of Responsible Party

1/11/19
Date
AFFIRMATIVE ACTION

The City of Nampa is an Equal Employment Opportunity (EEO) employer and values diversity in its work force. It also requires its recipients and consultants to have an operating policy as an EEO employer. Consultants shall implement affirmative action programs to ensure equal employment opportunity.

Alta Planning + Design, Inc. (Name of Firm) certifies to having a formal statement of nondiscrimination in employment policy and has an affirmative action program if over 50 employees. (Firms of 50 employees or less do not need a formal program, but must have a policy).

Does your Firm have 50 or more employees?  ☒ Yes  ☐ No

Provide the name of your company’s EEO Officer, and attach a copy of the company’s EEO Policy.

Carolyn Sullivan
Signature of Authorized Representative certifying all statements as true  1/11/19 (Date)

NOTE: Those companies that do not comply with the above requirements will not be permitted to perform work for the City of Nampa until the information in on file.
SERVICE CATEGORY CHECKLIST

Following is the list of Service Categories. Mark the box beside each category for which you are submitting a proposal.

☐ ARCHITECTURE

☒ CIVIL ENGINEERING - ROADWAY AND TRAFFIC

☐ CIVIL ENGINEERING - STRUCTURAL

☐ CIVIL ENGINEERING – UTILITY

☐ CONSTRUCTION ENGINEERING AND INSPECTION

☐ ELECTRICAL ENGINEERING

☐ GEOTECHNICAL ENGINEERING

☐ LANDSCAPE ARCHITECTURE

☐ MECHANICAL ENGINEERING

☒ MISCELLANEOUS ENGINEERING SERVICES

☐ SURVEYING
SERVICE CATEGORY COVER SHEET

Company: Alta Planning + Design, Inc.

Address: 8 E Broadway, Suite 203
Salt Lake City, UT 84111

Contact Name: Danielle Berger

Title: Senior Planner

Office Number: (801) 746-1435

Cell Number: (385) 355-2106

Email: danielleberger@altaplanning.com

Year Firm was established: 1996

Firm’s Annual Gross Receipts: $30m

Service Category Estimated Annual Gross Receipts: $unknown

Type of Firm:

☑ Corporation
☐ LLC
☐ Partnership
☐ Sole Proprietorship
☐ Other
EVALUATION CRITERIA SHEET  
(To be completed by Evaluation Committee)

Name of Project: City of Nampa Request for Qualifications for Miscellaneous Professional Services Term Agreement for 2018 and 2019

Name of Firm: Alta Planning + Design

Evaluation Committee:  
Michael Fuss, P.E., Public Works Director, Public Works Department  
Patrick Sullivan, Building Safety and Facilities Development Director, Building Department  
Tom Points, P.E., City Engineer, Engineering Division  
Nate Runyan, P.E., Deputy Public Works Director (Water), Public Works Administration  
Don Barr, Superintendent, Street Division  
Andy Zimmerman, Superintendent, Wastewater Division  
Keith Begay, Superintendent, Water Division  
Jeff Barnes, P.E., Assistant City Engineer, Engineering Division

Possible points to be awarded in each category:

<table>
<thead>
<tr>
<th>Scope</th>
<th>Possible Points</th>
<th>Points Awarded</th>
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<tbody>
<tr>
<td>1 Qualifications of the Project Manager</td>
<td>5</td>
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<tr>
<td>2 Qualifications of the Firms and Staff</td>
<td>5</td>
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<tr>
<td>3 Relevant Project Experience and References</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>4 Geographic Considerations:</td>
<td>5</td>
<td></td>
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<tr>
<td>5 Understanding of Service Category Requirements</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL SCORE</strong></td>
<td><strong>25</strong></td>
<td></td>
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</tbody>
</table>
Qualification of the Project Manager

DANIELLE BERGER, AICP

Project Manager
Danielle is an experienced Project Manager and Multimodal Planner who specializes in active transportation planning, including pedestrian planning and Safe Routes to Schools. Her 5 years of experience ranges from small-scale analysis of neighborhood mobility concerns to regional transit issues, active transportation, and interactive data strategies. She is skilled at data visualization and sustainable design, and has a proven history of delivering projects on time and within budget.

Qualification of the Firm and Staff

JOE GILPIN

Principal-in-Charge
Joe has 16 years of experience and is a national expert in bicycle and pedestrian facility design. He provides project oversight and quality control for Alta staff for on-street bicycle facility implementation and pedestrian planning projects in communities varying in size across the Rocky Mountain region and nationwide. Joe worked as the Project Manager to develop NACTO's Urban Bikeway Design Guide, and led development of FHWA's Small Town and Rural Multimodal Networks Guide. Joe's experience includes safety and accessibility, connectivity plans, and Safe Routes to School plans and guidance. Joe is a NACTO Certified Trainer who conducts urban and rural technical trainings nationwide.

DAVID FOSTER, PLA, LEED AP

Landscape Architect/Senior Advisor
David has over 13 years of planning and design experience in pedestrian and bicycle infrastructure, trail, streetscape, recreation, and urban design projects. He leads a broad range of projects including shared use path, recreational trails, on-street bicycle facilities, wayfinding design, and active transportation master plans. David brings to projects a unique blend of technical expertise concerning bicycle and pedestrian planning issues, constructability knowledge, public facilitation experience, and creativity.

TOM NATWICK, PE

Engineering Associate
Tom offers a comprehensive background in civil transportation design, with experience including the design of roadways, non-motorized facilities, light rail, stormwater systems, streetscape water quality facilities, and utilities. Tom has 12 years of experience working on multi-disciplinary projects at all stages of design within the United States and internationally.

NATE WILL, PE

Engineer
Nate is a senior engineer with nearly 18 years of experience in transportation and transit planning and design including high speed rail planning and geometric design, light rail planning and geometric design, pedestrian and bicycle facility planning and design, utility design and relocations, traffic control, and signing and striping. Nate is also skilled in project management, marketing, planning and design for alternative mobility projects.

MACK DRZAYICH

Senior Designer
Mack is a designer with a passion for urban placemaking and active living. His goal is to connect communities through vibrant public spaces and streets designed for people. Mack brings experience in both the private and public sectors as an urban designer on projects ranging from adaptive reuse and mixed-use development to open space and active transportation design. His skills and areas of interest include conceptual design, implementation drawings, spatial analysis, public engagement, and graphic communication.

GENA GASTALDI

Planner/Designer
Gena has a background in urban planning, urban design and architecture, in addition to a deep passion for health and equity in transportation planning. Gena’s strengths are in design, research and data analysis and technical writing. She works on a range of projects including bicycle and pedestrian master plans, policy reviews, design guides in the US and Canada, and grant writing.

JON HILTON

Planner
Jon is a bicycle and pedestrian planner with a background in architectural drafting. His experience with CAD, GIS, and code review allow him to work efficiently with planners, designers, and engineers to find creative solutions. He has worked on a wide variety of projects including bike lane and transit-oriented roadway redesigns, shared use paths, recreational trails, bike parks, wayfinding systems, and trails and transportation master plans.
3RD STREET SEPARATED BIKE LANE, MOSCOW, ID (2018)
Alta is helping design a new two-way separated bike lane along 3rd Street, a facility recommended as part of Alta's previous work on the City's Multimodal Transportation Plan (adopted in 2014). Alta visited Moscow for a site visit with the City Engineering Department, and created a concept plan for a one-mile section of bikeway stretching from Downtown to Mountain View Road. Alta then developed a more detailed design in AutoCAD. Alta prepared a technical report justifying design decisions such as pedestrian refuge islands, bulbouts, and a section of raised bikeway though a constrained section of the corridor. Alta also proposed crossing improvements for segments of Mountain View Road.

Alta Contract Amount: $10,000
Reference: Les McDonald, Public Works Director, (208) 883-7034, lmacdonald@ci.moscow.id.us

HAILEY PATHWAYS FOR PEOPLE BICYCLE AND PEDESTRIAN PROJECTS, ID (2016-2017)
As the prime consultant, Alta worked with the City of Hailey to design two bike corridors, including a now-constructed two-way cycle track and nearly a mile of advisory bike lanes that connect the City’s middle and elementary schools. The project was part of the Pathways for People levy, which was approved in 2016 to fund implementation of the area’s bicycle and pedestrian plan. Alta led stakeholder and public outreach, data collection and review, conceptual design, and developed construction documents and the bid package for the City.

Alta Contract Amount: $65,000
Reference: Brian Yeager, Public Works Director, (208) 727-7614, brian.yeager@haileycityhall.org

GREATER YELLOWSTONE TRAIL CONCEPT PLAN (2014)
Alta’s work on this plan sought to establish a shared vision for developing a 180-mile non-motorized trail connection linking communities and public lands throughout Idaho, Wyoming, and Montana. Alta led a successful public outreach program that engaged public land managers, city and county government officials, trail advocates, and tourism and economic development interests. The plan documents opportunities and constraints along the potential corridor, explores maintenance and funding scenarios, and describes an implementation framework.

Alta Contract Amount: $35,000
Reference: Tim Young, Executive Director, Wyoming Pathways, (307) 413-8464

SOUTHERN NEVADA PEDESTRIAN COMFORT STUDY AND DEMONSTRATION PROJECT (2018-ONGOING)
The goal of the Pedestrian Comfort Study and Demonstration Project is to identify innovative strategies that address the challenges of the pedestrian environment in the Las Vegas Valley. Alta is developing a toolbox of treatments to increase comfort and safety, as well as strategies to encourage people to walk. As part of the public input phase of the project, the team engaged 1,400 residents in an online survey and interactive webmap to help select six locations across the Las Vegas Valley where Alta designed and installed temporary demonstration projects. The improvements were designed to FHWA guidelines and included curb extensions, crosswalks, median refuges, increased pedestrian signage, and placemaking sidewalk art.

Alta Contract Amount: $75,000
Reference: Andrew Kjellman, Regional Transportation Commission of Southern Nevada (RTC), (702) 676-1500, KjellmanA@rtcsnv.com

ADDITIONAL RELEVANT EXPERIENCE:
- Nampa Bicycle and Pedestrian Master Plan, ID
- Nampa Transit System Alternatives, Valley Regional Transit, ID
- Deer Flat National Refuge Regional Bicycle and Pedestrian Plan, Nampa, ID
- Eagle Trails Master Plan, ID
- Idaho Falls Connecting our Community Pathways and Bikeways Master Plan, ID
- Boise State University Bicycle and Pedestrian Campus Plan, ID
- Performance Measure Framework, COMPASS
- South Hill/US95 Connectivity Report, Bonners Ferry, ID
- Lewis Clark Valley Metropolitan Planning Organization Bicycle Master Plan Update
- Moscow Multimodal Transportation Plan, ID
- Meridian Pathways Master Plan, ID
- Salt Lake City Bicycle and Pedestrian Master Plan, UT
- Bulldog Boulevard Protected Bike Lanes, Provo, UT
- South Davis County Active Transportation Plan (North Salt Lake, Bountiful, and Centerville), UT
- Snyderville Basin Trail Master Plan Update, Summit County, UT
- Summit County Active Transportation Plan, UT
Geographic Considerations
Alta’s Mountain West region offices of Salt Lake City, UT; Bozeman, MT; and Denver, CO work together throughout the west to provide full consultant services for active transportation and Complete Streets projects. Most recently Alta has been engaged in separated bikeway design projects in Hailey and Moscow, and is completing a Pathways and Trail Master Plan in Eagle.

We understand the unique considerations of planning and designing active transportation facilities in Idaho and the Intermountain West. We are pleased to see that Nampa has implemented many of the recommendations from the Alta-led 2011 Nampa Bicycle and Pedestrian plan. We are poised and ready to assist Nampa developing the next evolution of active transportation improvements in the City including a focus on shared use paths and off-street facilities.

Understanding of Service Category Requirements
Alta’s approach to the planning and design of active transportation facilities begins with the pursuit of four essential goals: safety, comfort, convenience, and feasibility.

- **Safety.** Design and implementation of safe active transportation facilities is our first priority. Our team is skilled at designing facilities that are compliant with industry standards such as the MUTCD, AASHTO Guide for the Development of Bicycle Facilities, and NACTO Urban Bikeway Design Guide. Alta has developed numerous trails, pedestrian and bikeway plans for local communities such as Nampa, Hailey, Moscow, and Boise.

- **Comfort.** Comfort is an essential criterion in changing people’s transportation choices. In order to achieve increased bicycling and walking rates, facilities must be designed to accommodate all ages and ability levels. At Alta, we are constantly striving for the most comfortable design solutions for a wide spectrum of potential users and we focus on designs that provide enough comfort to motivate and activate people who may not currently walk or bike for transportation or recreation. Our team of designers can efficiently develop solutions that promote user comfort in a variety of contexts.

- **Convenience.** Convenience is also important in changing people’s transportation choices. Development of convenient active transportation facilities begins with an understanding of desire lines and where people are traveling to and from. Our local knowledge and understanding of innovative active transportation design allows us to efficiently route users to local destinations such as schools, parks, and employment centers.

- **Feasible.** While the previous goals are important, projects are unlikely to be implemented without appropriate feasibility analysis and vetting with citizens and city staff. We do not force specific design solutions but rather work collaboratively with our clients to meet their specific community goals.

PROJECT MANAGEMENT APPROACH
Alta understands the complexities associated with these types of projects, such as quick project initiation, project team selection, and managing multiple schedules and budgets. We have the capability to take on new work with short notice and integrate project deadlines into our existing workload. Alta is agile and customer service-oriented, able to produce creative and responsive products on a short timeline and with small budgets.

Our Project Managers maintain open lines of communication, schedule regular team calls, and produce progress reports to keep projects on track. We use Deltek Vision software to manage the complete life cycle of a project, and to track and manage staff time commitments, schedule, and budget.

QUALITY ASSURANCE/QUALITY CONTROL
Alta employs a three-tier quality control program, Alta Quality Assurance, or AQUA, which requires review of final deliverables by the Project Manager, Principal-in-Charge, and a review by a senior technical expert not associated with the project prior to submitting to the client. Interim documents are reviewed in close collaboration with the client team as appropriate. Our quality assurance process includes:

- Mandatory review of all (interim and final) products
- Selection of the appropriate reviewer for the product
- Building review time into the schedule
To: Jeff Barnes, City of Nampa  
From: Danielle Berger, Alta Planning + Design  
Date: February 25, 2019  
Re: City of Nampa Bicycle Pedestrian Master Plan Update Scope of Work

**Task 1 Project Management**

**Task 1.1 Kick-Off Meeting**

Alta will lead a virtual kick-off meeting via teleconference with the Nampa project manager and Steering Committee to review project goals and strategies, refine working objectives, identify available and needed data, establish communication channels and review required elements and standards. During the kick-off meeting, the group will establish the goals, vision, and performance metrics for the plan.

**Task 1.2 Budget and Tracking**

Alta will send monthly project updates to the City of Nampa project manager identifying deliverables in progress, upcoming project milestones, project schedule changes, issues requiring attention and other pertinent project information. Alta will provide a monthly invoice with an accompanying progress report indicating work completed during the billing cycle and anticipated tasks for the following month.

**Task 1.3 Steering Committee Meetings**

Alta will engage the existing Nampa active transportation steering committee who will play a central role in updating the plan. The Alta Team lead one (1) in-person meeting and up to two (2) virtual committee meetings at key project milestones to gather feedback on the needs of the community and proposed plan updates.

**Task 1.4 Existing Conditions Online Mapping Tool and Survey**

Alta will create an online mapping tool for the study area and one (1) online survey. Online map #1 will allow residents to pinpoint barriers to bicycling and walking and identify desired routes and places of interest, which will be displayed on the opportunities and constraints base map (Task 2.2). Online map #2 will allow residents to provide input on the proposed bicycle and pedestrian recommendations. The online survey will be used to solicit feedback from the public on constraints, opportunities, solutions, values, and destinations. The results of the survey and online map will be included in the updated plan.

**Task 1.5 Recommendations Online Map #2 / Public Meeting Material**
Alta will create an updated online map that displays the recommended on- and off-street active transportation network. Alta will attend a Public Open house to present the recommendations in-person. The public meeting will be an opportunity to educate the community about the project and gather their input on future of walking and bicycling in Nampa. Meeting material will include 24”x36” color maps of the study area showing existing and/or recommended facilities depending on when the meeting is held during the project schedule. The public Open House will be scheduled in conjunction with the in-person Steering Committee Meeting (task 1.4).

Deliverables:
- Virtual kick-off meeting material, agenda, and minutes
- Monthly project update
- Monthly project invoices and progress reports
- Goals, vision, performance metrics summary
- Steering Committee meeting material and minutes
- Existing conditions online mapping tool #1, online survey and results
- Recommendations online mapping tool, public meeting materials, and results

Task 2: Design Services

Task 2.1 Document Review

The 2011 City of Nampa Bicycle and Pedestrian Master Plan will be the primary document for reviewing bicycle and re-evaluation of on-street network considering new facility types since the previous plan such as bicycle boulevards and separated bike lanes. Alta will also review the recently completed Healthy Conditions Assessment and other documents provided by the City of Nampa as they pertain to walking and bicycling in the study area.

Task 2.2 Updated Base Maps

The project consultant will create base maps of the project study area using the most recent aerial photography and shapefiles. After identifying the presence and adequacy of existing pedestrian and bicycle facilities, the consultant will identify and characterize gaps in the existing bicycle, pedestrian and trail system on these maps. Other critical information would be bicycle and pedestrian projects that are planned, proposed, currently underway or recently completed. The City will provide Alta with an ESRI map package containing all relevant GIS data to be used for the updated basemaps.

Task 2.3 Opportunities and Constraints

In addition to the updated base maps of the project study area, opportunities and constraints will be identified including frequently used bike routes, curb to curb width, posted speed, topography, barriers, gaps and other relevant existing data. This data will largely be based on community participation with the online mapping tool (Task 1.4).
Task 2.4 Bicycle and Pedestrian Recommendations

Alta will develop a draft bicycle and pedestrian network plan rolling forward any unbuilt recommendations from the 2011 plan after assessing whether previously proposed projects are still viable. Alta will also consider opportunities to include new facility types, such as separated bike lanes or bicycle boulevards, that were not included in the 2011 Plan. Using the results from Tasks 2 and 3, Alta will develop bicycle and pedestrian recommendations including on-street bikeways and off-street facilities such as shared use paths. Project tables detailing project limits, facility type, length, and implementation notes will be developed for each project. Alta-led active transportation plans are grounded in feasible design solutions and clearly identify details such as travel lane widths, parking removal, or phased construction. Alta will focus on identifying new shared use path opportunities along canals, railroads, or other natural corridors in Nampa. The draft network recommendations will be initially reviewed by the City of Nampa project manager prior to the distribution to the Steering Committee for feedback.

Task 2.5 Project Prioritization

Alta will work with City staff to prioritize the list of recommended projects for implementation based on the goals and objectives established in Task 1. Alta typically does this through a prioritization matrix, which attaches weights to the criteria agreed upon by the City and determines which routes meet the greatest number of criteria. Project prioritization will also be tailored to funding and grant opportunities. Criteria for prioritization will link to the identified performance measures and may include the following factors:

- Gap closure or system connectivity
- Funding/grant sources
- Supported by community input
- Connectivity to public transit
- Cost effectiveness
- Access to destinations such as schools, parks, or commercial centers

Task 2.6 Priority Project Sheets

Alta will work with the Steering Committee to identify up to five (5) projects and will develop 1-page priority project sheets as preliminary concept graphics such as cross-sections, renderings, or plan view drawings. The priority project sheets will provide clear directive on how to accommodate the proposed facility and include facility details, benefits, maps, and accompanying graphics. An additional five (5) projects will be selected and prioritized with brief descriptions only. This information will be instrumental in pursuing future funding and grant opportunities.

Task 2.7 Bicycle and Pedestrian Design Guidelines- $2,500
Alta will develop design guidelines for up to ten (10) facility treatments. Alta will combine guidance from the NACTO Urban Bikeway Design Guide, the AASHTO Guides for the Development of Bicycle and Pedestrian Facilities, and other existing standards from FHWA, ADA, AASHTO, MUTCD, and PROWAG. We will produce a comprehensive set of local design guidelines that represent contemporary practices studied, accepted, and utilized around the country.

Task 2.8 ArcGIS Storymap Executive Summary- $2,000
Alta will develop an executive summary in ArcGIS Storymap. The Storymap will be a maximum of pages and include information such as public input, on- and off-street recommendations, and prioritization/phasing information.

Task 2.9 Draft Master Plan
Based on feedback from the Steering Committee, Alta will make revisions to the previous task deliverables and compile them into a comprehensive document and submit to the Steering Committee for review and comment. Alta will respond to one round of consolidated comments from the Steering Committee before providing the Final Master Plan in Task 2.8

Task 2.10 Final Master Plan
Based on feedback from the Steering Committee and city and project staff, Alta will make necessary revisions to the Draft Master Plan document and submit a Final Master Plan document to the City.

The final master plan will include the following sections:

1) Executive Summary
2) Introduction to Project
3) Existing Conditions
4) Public Engagement Process
5) Infrastructure Recommendations
6) Project Cut-Sheets
7) Project Prioritization
8) Maintenance Strategies

Deliverables:

- Base maps including: opportunities and constraints analysis, summarizing existing gaps, key destinations, barriers to biking and walking (public input)
- Draft Bicycle and Pedestrian network plan
- Draft bicycle and pedestrian network presentation to Steering Committee
- Project prioritization methodology and scoring for proposed projects
- Priority project sheets (5 total)
- Bicycle and Pedestrian Design Guidelines for the study area
• ArcGIS Storymap executive summary (to be hosted via the City of Nampa’s ArcGIS online account)
• One (1) set of consolidated comments from the City for inclusion in the Final Master Plan
• One (1) set of consolidated comments from the Steering Committee for inclusion in the Final Master Plan
• Final Master Plan in PDF digital format including GIS shapefiles and other native files
## Nampa Bicycle & Pedestrian Master Plan Update Proposed Budget

### Project Team
- **Principal-in-Charge**: Joe Gilpin
- **Advisor**: Dave Foster, PLA
- **Project Manager**: Danielle Berger, Al CP
- **Planner**: Jonathan Hilton
- **Designer**: Gena Gestald, Mack Drzayich

### Proposed Budget

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### Project Total
- **Prepared by Alta Planning + Design**
- **Date**: 2/1/2019
Approve State-Local Agreement For  
Stoddard Path Extension Phase 2  
Project No. A022(070); Key No. 22070  
(Reviewed and Approved by Legal, within the approved FY19 budget)

- The City of Nampa applied for and received Transportation Alternatives Program funding to extend the Stoddard Pathway between Amity Avenue and Sherman Avenue, (see Exhibit A)

- Improvements include an extension of the Stoddard Pathway, flashing beacon installation across Amity Avenue, restrooms, parking lot, pressure irrigation installation and pedestrian improvements.

- The State/Local Agreement must be executed between the City and the State. The Agreement includes the following key points, (see Exhibit B):
  
  o Section I – General:
    - This is a streamlined SLA which combines both Project Development and Construction contractual requirements—typically separated into two SLA’s
  
  o Section II – City Requirements:
    - The City will pay $3,957 upfront for ITD administration fees which can be applied toward City match
    - The City will pay all costs of all design and construction and be reimbursed by ITD at 92.66%
    - The City, in cooperation with ITD, shall select a consultant, advertise for bids and let construction contract
    - All project cost overages to be paid by the City of Nampa. Note: The scope of the project will be adjusted to fit within budget, including contingency

  o Section III –State Requirements:
    - The State shall enter into an agreement with the Federal Highway Administration covering 92.66% of the costs, up to $499,499 maximum

- The estimated project costs are $539,066. Funding is as follows:
  
<table>
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<td>TAP Federal Grant (92.66%)</td>
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<tr>
<td>City Match FY19 Parks (7.34%)</td>
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<td><strong>Total</strong></td>
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- The project was programmed in COMPASS’ Transportation Improvement Program for design in FY2020 but has been accelerated for design in FY2019.
• The Parks Department has budgeted in their FY2019 budget to cover administrative fee to the State.

• Council approval of the State-Local Agreement will facilitate getting this important pathway extension project designed in FY19.

REQUEST:

1) Approve the State-Local Agreement (Design & Construction) and authorize the Mayor to sign the agreement.
STATE/LOCAL AGREEMENT  
(DESIGN AND CONSTRUCTION)  
PROJECT NO. A022(070)  
STODDARD PATH EXTENSION PH 2  
CANYON COUNTY  
KEY NO. 22070

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State and the CITY OF NAMPA, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested funding under the Transportation Alternatives (TAP) Program as detailed in the project Application, a copy of which is attached as Exhibit A. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

The Sponsor acknowledges that this Agreement covers a project wherein federal aid funds will be allocated, and Sponsor will comply with the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

NOTE: The Sponsor is responsible for complying with all project requirements and project administration procedures outlined in the Transportation Alternatives Program Manual available at [http://apps.idt.idaho.gov/apps/manuals/manualsonline.html](http://apps.idt.idaho.gov/apps/manuals/manualsonline.html).

Since certain functions under this Agreement are to be performed by the State, involving the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs related to the project for work off the State Highway System.

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

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act, in obtaining federal participation in the design and construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23 U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: https://apps.itd.idaho.gov/PayITD.

4. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. The maximum Federal-aid for this project is $499,499.

5. Scheduled funding for this project is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:

   a. Project Development (State, Consultant, Local) - $66,460
   b. Construction - $472,606
   c. Total Estimated Project Costs - $539,066

6. The Sponsor’s match for this project will be provided as follows:

   a. Cash in the amount of 7.34 percent of the entire project (currently $39,567);

7. This project shall be designed and constructed to an approved adopted standard. In the event that the Sponsor does not have an adopted standard for specific areas or items, then the State Standards as defined in the Idaho Transportation Department’s Roadway Design Manual in effect on the date of this Agreement, or as subsequently revised (for current version, see http://apps.itd.idaho.gov/apps/manuals/manualsonline.html), AASHTO, or other agency standards shall be identified and incorporated into the design and construction of the project. Design standards for this project shall include the 2010 ADA Standards for Accessible Design in effect on the date of this Agreement.

**SECTION II.** That the Sponsor shall:

1. Provide a funding match of 7.34% of the Total Estimated Project Costs of $539,066, and assume responsibility for all costs of the project over and above the $499,499 federal-aid limit.

2. Pay to the State the sum of $3,957, estimated to be the total expense to the State for this project. This amount will be applied towards the Sponsor’s match. Upon project completion, if the estimated expense does not reflect the true cost of the work performed by the State, the Sponsor shall remit to the State the additional sum needed to cover the actual costs incurred by the State.
3. Designate an authorized representative to act on the Sponsor's behalf. That authorized representative's name is ____________________________, Phone No. ____________________.

4. With the assistance of the State, secure the services of a consultant to design the project, and provide a copy of the project plans, specifications and estimate to the State for review and approval.

5. Before advertisement for bids, provide to the State a certification that all rights-of-way, easements, permits, materials sources, and agreements necessary for the construction and maintenance of the project have been acquired. The Sponsor will also certify that the contract proposal includes FHWA Form 1273 (Federal-aid Contract Provisions), and will provide an environmental determination in accordance with 23CFR 771.117.

6. Before advertisement for bids, provide to the State for review and approval a copy of the Contract Proposal form, Notice to Contractors, and construction plans, specifications and estimate. After the project is advertised for bids, provide the State with a copy of the bidding documents.

7. Advertise for the construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid in accordance with State laws on procurement procedures for local governments, and request State concurrence prior to award.

8. Award a contract for construction of the project based on the successful low bid, and provide the State a copy of the contract.

9. During construction of the project, Sponsor will provide a project manager and staff to administer and inspect the project, and to provide inspection diaries and support to the State's Engineer. The individuals who will be performing inspection or certifying the sampling and testing results of any materials must be qualified in the appropriate inspector/sampler/tester area as identified in Memo 17B in the Transportation Alternatives Program Manual.

10. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit all major change orders to the State for approval. During the life of the construction contract, prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the nature of the completed work is significantly changed.

11. In cooperation with the State, establish and cause to be maintained all construction traffic controls deemed necessary to best serve the public interests and to expedite the work in accordance with the MUTCD.
12. At no cost to the federal-share, cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other similar items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.

13. During design and construction of the project, be responsible for payment of all invoices for work performed on the project. The Sponsor will provide monthly invoices, and proof of payment of same, to the State for reimbursement of the federal-aid share, up to a maximum of $499,499.

14. Maintain all project records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. Provide the State an electronic copy of these documents and records upon completion of the project. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

15. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the pathway as is necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.

16. Comply with Exhibit B attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Exhibit B if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.

17. Comply with all other applicable State and Federal regulations.

18. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.
SECTION III: That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of design and construction costs, up to a maximum of $499,499.

2. Assist in the selection of a Consultant, negotiate, and furnish the Agreement for Consultant Services and any supplements thereto, to be used between the Sponsor and Consultant on this project.

3. Review and approve the project plans and specifications.

4. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications.

5. Appoint the Local Highway Technical Assistance Council (LHTAC) as the contract administrator for the State.

6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. Review for approval all major change orders submitted by the Sponsor, and conduct a final inspection of the project when completed.

7. Upon receipt of monthly invoices from the Sponsor, submit same to the Federal Highway Administration for reimbursement at the federal-aid participation rate of 92.66%, up to a maximum of $499,499.

8. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.

9. Cooperate with the Sponsor in selection and designation of suitable construction traffic control during project construction.

10. Designate an authorized representative to act on the State's behalf. That authorized representative's name is Amanda LaMott, Phone No. 208-344-0565.

SECTION IV. Both Parties agree as follows:

1. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the Sponsor shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the State all costs previously reimbursed. If the Sponsor's deposit exceeds project costs, then the State shall return the unspent balance to the Sponsor.
2. **Sufficient Appropriation.** It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

3. All information, regulatory and warning signs, pavement or other markings, traffic signals required, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.

4. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.

5. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the State and the Sponsor.

**EXECUTION**

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Nampa.

**IDAHO TRANSPORTATION DEPARTMENT**

________________________________________
Engineering Services
Division Administrator

**ATTEST:**

**CITY OF NAMPA**

________________________________________
City Clerk

________________________________________
Mayor

(SEAL)

By regular/spccial meeting on ____________.
RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the State, has submitted an Agreement stating obligations of the State and the City of Nampa, hereafter called the CITY, for construction of Stoddard Path Ext Ph 2 (Amity to Sherman); and

WHEREAS, the State is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the State involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The State can only pay for work associated with the State Highway system; and

WHEREAS, the CITY is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A022(076) is hereby approved.

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

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

CERTIFICATION

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

(Seal)  

City Clerk
Stoddard City Pathway
Amity to Sherman (Priority 2)

City of Nampa

Transportation Alternatives Program (TAP)
FY2018 Application
November 29, 2017
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Transportation Alternatives Program (TAP) Application

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District Coordination Letter

Site Checklist

Project Location Map

MPO Support

Project Detail Map

Photographs of Current Conditions

Safety Map

Idaho Local Road Crash Data 2011-2015 for Nampa

Mobility Map

Economic Opportunity Map
Transportation Alternatives Program (TAP)  
FY2018 Application

Identification I.D. (Department use only)  
Click here to enter text.

Application deadline: December 1, 2017 at 12:00 p.m., Mountain Standard Time

The Idaho Transportation Department is now soliciting applications for the Transportation Alternatives Program (TAP) to add projects to our fiscal years 2019*, 2020 & 2021 program. The purpose of TAP is to provide for a variety of alternative transportation projects and to advance the Idaho Transportation Department’s (ITD) strategic goals of Mobility, Safety and Economic Opportunity while maximizing the use of federal funds. The TAP provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, and safe routes to school educational projects.

*FY2019 is limited to non-infrastructure and construction only projects

Final applications must be submitted to ITD electronically. Applications including attachments must be submitted by e-mail to TAP@itd.idaho.gov. Additionally, all questions regarding this application are to be submitted to TAP@itd.idaho.gov. For all e-mail correspondence, please indicate "FY2018 TAPApplication" in the subject line along with the sponsor's name. For example (Subject: FY2018 TAPApplication - City of Moscow).

**Format:** Application form must be saved electronically and then transmitted to the Department. All supporting maps, letters and other documents must be saved as a pdf and transmitted to the Department with the application form. If the file size of any or all of the attachments exceeds e-mail transmittal capabilities (15MB), files may be saved to either a disc or thumb drive and submitted via postal mail. All postal mail is to be sent to the following address and must be received prior to the designated application deadline.

Idaho Transportation Department  
Attn: Ken Kanownik (HQ - Planning Services)  
P.O. Box 7129  
Boise, Id. 83707-1129

If sponsor is submitting multiple applications, please prioritize them in order of importance from 1 to X with 1 being the most important project.

Priority Number 2
Applicant Information

Applicant: City of Nampa
Mailing Address: 411 3rd St. S.
City: Nampa State: Idaho
Zip Code: 83651
Contact Person: Jeff Barnes Title: Assistant City Engineer
Phone: 208-468-5521 Email: barnesj@cityofnampa.us

Co-Applicant (if different from Applicant): N/A
Mailing Address:

City: State:
Zip Code:
Contact Person:
Phone:

Sponsor certifies the following: (Read and check each statement below)

☒ We are familiar with Transportation Alternatives eligibility criteria

☒ Budget accurately reflects cost of proposed project based on preliminary work performed.

☒ The Information in this application accurately reflects the available knowledge to our staff

☒ We understand this is a reimbursement grant and must upfront costs and will be reimbursed as invoices are submitted with documentation.

☒ We will be responsible for ensuring future maintenance and operating costs of the completed project.

Sponsor Signature (Authorized Official)  Date 11/29/17
Sponsor Printed Name Jeff Barnes
Sponsor Title Asst. City Engineer
Project Information

Project Name: Stoddard City Pathway (Amity to Sherman)
Total Estimated Project Costs: $539,066.48

Project location
(Include street or trail name, city, county, and beginning/end points as applicable)
(Maximum 500 Characters)

The Stoddard Pathway (Amity to Sherman) project is part of the Rails to Trails pathway in Nampa, Canyon County. This project is a critical link to the city’s multi-use pathway system. This project will add approximately ½ - mile of paved trail to the existing and proposed Stoddard Pathway. This pathway extension will start at Amity Avenue and leads north to Sherman Avenue.

State Highway Route(s) if applicable: N/A
Local Highway Route(s) if applicable: N/A
Beginning Mile Posts(s) if applicable: N/A
Ending Mile Posts(s) if applicable: N/A

Project Area
☐ Urbanized - Areas with population over 200,000
☒ Urban - Areas with population of 5,001 to 200,000
☐ Rural - Areas with population of 5,000 or less

Funding Year

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<td><strong>Non-Infrastructure</strong></td>
<td><strong>Non-Infrastructure</strong></td>
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<tr>
<td>2020</td>
<td>☒</td>
</tr>
<tr>
<td>2021</td>
<td>☐</td>
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</tbody>
</table>

*Design completed to federal requirements
Project Cost Estimate

Instructions:
* Project estimate must include all related project costs, including administrative.
* For both infrastructure and non-infrastructure type projects, the minimum sponsor cash match is 7.34% of the total project cost.
* Cash match only: Non-cash items such as volunteer services or in-kind contributions (such as work performed by sponsor or right-of-way purchase) are not eligible to count towards the sponsor's match.
* Use the ITD provided TAP Project Estimating Worksheet to indicate the total project estimate. A copy of the worksheet can be accessed at [http://itd.idaho.gov/alt-programs/](http://itd.idaho.gov/alt-programs/)
Separate applications need to be submitted for infrastructure and non-infrastructure type projects.

(a) Infrastructure: Federal reimbursement is being requested for: (select all that apply)
   - Design activities
   - Construction activities

(b) Non-infrastructure: Federal reimbursement is being requested for:
   - Non-Infrastructure: Safe routes to school coordination and education.

Even if the sponsor is requesting federal funds for construction activities only, there are still administrative costs that ITD will incur in order to review project documents, provide oversight, and authorize a project for competitive bidding. The sponsor will need to account for these costs within the project estimate.

Eligible Project Activities

For a list of eligible project activities, please reference FHWA's publication of the Transportation Alternatives at [http://www.fhwa.dot.gov/fastact/factsheets/transportationalternativesfs.cfm](http://www.fhwa.dot.gov/fastact/factsheets/transportationalternativesfs.cfm)

From the list below, select the main project activity that best describes proposed project.

- Infrastructure: Design and/or construction of infrastructure and systems that will provide safe routes for non-drivers.
- Infrastructure: Design and/or construction of infrastructure to improve the ability of students who live within two miles of the school building to walk or bicycle to school.
- Non-Infrastructure activities: Safe routes to school coordination and education.

Environmental requirements for infrastructure projects shall not exceed Categorical Exclusion. The acquisition of right-of-way is not an eligible activity for TAP funding. All right-of-way acquisition activities must be completed prior to submitting an application. Environmental or right-of-way acquisition concerns may cause the application to be deemed ineligible.
Eligible Project Sponsors

Only certain entities are eligible sponsors. From the selection below, select the one description that best categorizes your organization as the project sponsor.

☒ Local government
☐ Regional transportation authority
☐ Transit agency
☐ Natural resource or public land agency
☐ School district, local education agency, or school
☐ Tribal government
☐ Nonprofit entity responsible for the administration of local transportation safety programs
☐ Any other local or regional governmental entity with responsibility for oversight of transportation or
☐ Recreational Trails (other than a metropolitan planning organization or a State agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.
1. Project/Program Elements (20 Points)

(a1) For infrastructure type projects, this project includes the following facilities. (Select all that apply) 10 pts.

Sidewalk: Surface Width Length
Crosswalk: Width Qty.
Curb Ramps: 
On-Street Bicycle Facilities: ☐ bike lane, ☐ shared lane, ☐ cycle track: Length
Shared-Use Path: Surface Asphalt Width 10’ Length 1300’
Signalization/Traffic Control: Type
Bicycle Parking/Racks/Amenities: Type # Spaces
Pedestrian Amenities/Streetscape (lighting, landscaping, etc.): landscaping, restrooms, gravel parking lot
Transit Stops and Amenities: 
Other:

(a2) For non-infrastructure type projects, this project includes the following activities. (select all that apply) 10 pts.

Education materials and activities: ☐ Travel Plan ☐ Safety Booklets ☐ Other
Encouragement materials and activities: ☐ Bike Rodeo ☐ Walk/Bike to School Day activities ☐ Walking or biking maps ☐ Walk education
Traffic education and enforcement activities:
Other:

Non-Infrastructure awards will be required to develop a work plan as part of the agreement process

(b) Description of Project 10 pts.

Describe existing conditions and provide a clear description of the purpose of the project and the scope of work. Supplemental materials such as pictures, maps, project plans, exhibits, diagrams, etc. may be provided as necessary to explain existing conditions and proposed improvements. Vague descriptions may result in lower evaluation scores and lower ranking. Information about the project scope should be consistent with the project budget. (Max 1200 Characters)

The purpose of this project is to extend the Stoddard Pathway from Amity Avenue to Sherman Avenue. The existing Stoddard Pathway currently runs from the south of Locust Lane to Iowa Avenue along an abandoned railroad line. The eventual plan is to extend this pathway along the rail line to downtown Nampa. The city has already obtained the right-of-way up to Sherman Avenue. The Stoddard City Pathway (Amity to Sherman) extension will provide a safe route to Sherman Elementary, which is one of Nampa’s highest needs school. Students and pathway users will be able to utilize an existing crosswalk with a Rapid Flashing Beacon at the Amity Avenue crossing. The project will also tie into the proposed Stoddard City Pathway (Iowa to Amity), creating approximately 2 and ¼ miles of continuous trail. The Stoddard Pathway is part of an interconnected multi-use pathway system in Nampa. The project will create an important bicycle and pedestrian...
route through southeast Nampa with connections to schools, recreation and neighborhoods. The proposed pathway design contains amenities such as greenspace, landscaping, restrooms, and a gravel parking lot. This will promote the usability in the community and surrounding areas.
2. Property Ownership and Acquisition Information eligible/ineligible (ROW must be acquired or conditional upon award to be eligible, Non-Infrastructure can move to question 3)

(a) Has all of the property needed for the project construction been acquired (select one)

☑ Yes
☐ No, Property must still be acquired for the project construction.
☐ Not Applicable

Note: Applications that indicate a No response will be deemed incomplete.

(b) Have all necessary easements or access agreements been acquired for the project? (select one)

☑ Yes
☐ No
☐ Not Applicable

If no, describe how and when the easement or access agreement will be acquired. Note: the application must include a commitment letter by the current property owner indicating an easement or access agreement is under development and will be granted. Applications that indicate a No response and do not include a commitment letter by the current property owner will be deemed incomplete. (Maximum 500 Characters)

Click here to enter text.

(c) Projects proposing to build facilities along or through railroad right-of-way must include documentary evidence from the railroad granting a right of entry or an executed encroachment permit. Has the railroad granted a right of entry or an executed encroachment agreement? (select one)

☐ Yes
☐ No
☑ Not Applicable

If no, describe how and when the agreement will be executed. Note: the application must include a commitment letter by the railroad that a right of entry or an executed encroachment agreement is under development and will be granted. Applications that indicate a No response and do not include a commitment letter from the railroad will be deemed incomplete. (Maximum 500 Characters)
3. Project History and Financial Readiness (15 pts)

(a) Is the proposed project in a Transportation Plan? 3 pts.

☐ Yes
☐ No
☐ Not Applicable

(b) If project is in a Transportation Plan, is the plan current (updated and/or re-adopted within last 5 years? 2 pts.

☐ Yes
☐ No
☐ Not Applicable

(c) Do you have a written commitment to bring this project forward for approval of funds at a city council, county commission or highway district meeting, through capital reserves funds, through inclusion in a capital improvement program/plan or any other available funds? 3 pts.

☐ Yes
☐ No
☐ Not Applicable

(d) Are the funds appropriated or programmed to be appropriated in an adopted budget? 3 pts.

☐ Yes
☐ No
☐ Not Applicable

(e) Please provide the details for (a)-(d) and provide details on the available financial management practices and accounting software used for this project. 4 pts.

a,b) The Stoddard City Pathway (Amity to Sherman) project aligns with the City of Nampa, Bicycle & Pedestrian Master Plan that was adopted in 2012. The City of Nampa has plans to revise the Master Plan in the upcoming year. The proposed extension of Stoddard Pathway will be in this revision. This is a critical pathway section in the city’s interconnected pathway system. The city has worked diligently to purchase all necessary property from Union Pacific Railroad and has already invested money to produce a concept estimate. The city has invested approximately $200,000 to this project. c) City Council demonstrated their support for this extension on November 20th, 2017. The allotted funds will come from the Parks and Economic Development fund, pending approval of the grant. See Match Commitment Letter for more detail. d) The funds for this project will be included in the Parks and Recreation budget. The City of Nampa uses the Enterprise Resource Planning
Software, which produces a monthly progress report that include expenditures, percent of budget spent, and percent complete.
4. Mobility (25pts)

(a) Check the following connections that this project provides (within .25 miles of route): 1 pts. each

☐ Residential to Retail/Dining  ☑ Residential to Recreation  ☑ Residential to Employment
☒ Residential to Education  ☑ Employment to Recreation  ☑ Employment to Education
☐ Employment to Retail/Dining  ☐ Recreation to Retail/Dining  ☑ Residential to Residential*

*Connects disjoint neighborhoods

(b) Does the project provide a new connection? 2 pts.
☒ Yes
☐ No

(c) Does the project fill a sidewalk or pathway gap ("missing link")? 2 pts.
☒ Yes
☐ No

(d) Will the project induce non-motorized trips? (People will bike/walk more after project completed) 2 pts.
☒ Yes
☐ No

(e) Briefly describe the improvements to mobility outlined in (a)-(d): 10 pts.

a,b). The existing Stoddard Pathway is approximately 2-miles long and connects residential, recreational, and educational areas. The proposed extension would expand bicycle and pedestrian connectivity to additional neighborhoods in southeast Nampa. This extension would provide a safe route to Sherman Elementary, which is one of Nampa’s highest poverty schools. The pathway serves as a recreational area for all living in the adjacent neighborhoods. This project plans to construct a gravel parking lot and provide a restroom, which will increase the usability of this pathway. The extension of this pathway will promote exercise, which could result in health benefits for the community. Although this particular project does not connect directly to downtown, it does push this goal one step further. This pathway connects directly to Brown Bus Company, which provides bus transportation to the Nampa School District.

c) This project is an extension of Stoddard Pathway, and it is listed as a high priority pathway gap in Nampa’s Bicycle and Pedestrian Master Plan. This project fills a critical gap in the city’s pathway system, which will eventually connect southeast Nampa to the downtown area.
d) This project will create a safe route to Sherman Elementary School, which would allow students and families to easily commute to school. This pathway connects multiple neighborhoods, parks, and schools. Non-motorized trips to school, work, and parks would potentially increase through this expansion.

5. Safety (25 pts)

(a) Does the project provide a safety improvement? 5 pts.
   ✔ Yes
   ☐ No

(b) The safety improvements apply to (check all that apply): 6 pts.
   ✔ Bicyclists
   ✔ Pedestrians
   ✔ Children
   ✔ Elderly
   ✔ People with Disabilities
   ☐ Others ________

(c) Will the project enhance awareness of cyclists and pedestrians outside of the project limits? 2 pts.
   ✔ Yes
   ☐ No

(d) Is the project within two miles of a school and provide a safe connection between a residential community, the school, library, park, after-school activities, etc? 2 pts.
   ✔ Yes
   ☐ No
(e) Please describe the details of the safety improvements outlined in (a)-(d): 10 pts.

a) This project allows pedestrians a safe place to travel without the danger of encountering traffic. Currently pedestrians must navigate Iowa Avenue, Powerline Road, and Amity Avenue. These streets do not contain bike lanes, shared use lanes or wide shoulders. The pathway will bypass intersections that have 4- Type A injuries, 6- Type B injuries, 13- Type C injuries and 27 damage accidents. This project provides a direct path to the back of Sherman Elementary School. It also extends the connectivity to Maple Wood Park and several surrounding neighborhoods. A crosswalk with a Rapid Flash Beacon is already in place allowing pedestrians to safely cross Amity Avenue.

b) This extension will increase the safety of the entire community. A crosswalk at Amity Avenue has already been constructed. The crosswalk contains ADA ramps and a Rectangular Rapid Flash Beacon (RRFB) to promote safe crossing at this location.

c) This pathway will increase the overall awareness of the community due to the potential increase in pedestrian travel. This will also promote awareness at Sherman Elementary School, since student and families attending this school will be more mindful of pedestrian commute.

d) This project is within two miles of Greenhurst Elementary School, Legacy Charter School, and Sherman Elementary School. It is also within two miles of Maple Wood Park and East Side Park. This project will help create a safe route for parents and students, which will reduce the need for short automobile trips.
6. Economic Opportunity (10 pts)

(a) Does the project improve economic opportunity by bringing more people to businesses? 3 pts.
- Yes
- No

(b) Does the project provide a NEW connection to small businesses? 1 pts.
- Yes
- No

(c) Does the project close a gap of existing walking/biking infrastructure to improve usability in a downtown, revitalization or business district? 1 pts
- Yes
- No

(d) Please give details that substantiate answers (a)-(c): 5 pts.

a) This project does have the potential to improve the economic opportunity for the community. The Stoddard Pathway already extends a pretty vast distance in southeast Nampa. This extension is one piece of the puzzle to allow to expansion of Stoddard Pathway to downtown Nampa. The Stoddard Pathway is a key element to the pedestrian and bicycle network that will increase the options of safe pedestrian travel for people living in the Nampa area.

b) Residents living in the surrounding neighborhoods would be able to commute to the small local businesses to the south of the Stoddard Pathway. These small businesses include KG Grocery and Sassy Jewels. Also downtown Nampa contains small businesses, a public library, restaurants, and industrial businesses; therefore the potential for pedestrians to expand economic commute in the future is exponential.

c) This project is an extension of Stoddard Pathway and will eventually lead into downtown. This project also runs behind Brown Bus Company (BBC), which is school bus transporting company that transports approximately 12,500 students per day. This critical pathway will eventually connect to the Lloyds Square Pathway in downtown Nampa. This will fill the gap between southeast Nampa to downtown Nampa.
Project Schedule

Instructions: * Provide a project schedule showing critical project milestones and logical time lines for design and/or construction activities. A copy of the base schedule format can be found at http://itd.idaho.gov/alt-programs/

TAP Coordinator Endorsement (Infrastructure projects only)

Prior to submitting this application, consultation with the ITD District TAP Coordinator must be initiated PRIOR TO NOVEMBER 10th, 2017. See list below for contact information. To find the district in which your project is located, use the ITD map located at http://itd.idaho.gov/

Select District TAP Coordinator:

☐ District 1 (North Idaho): Greg Brands, (208)772-1274
☐ District 2 (North-Central Idaho): Ken Helm, (208)799-4223
☐ District 3 (Southwest Idaho): Blaine Schwendiman, (208)334-8925
☐ District 4 (South-Central Idaho): Trey Mink, (208)886-7848
☐ District 5 (Southeast Idaho): Melodie Halstead, (208)239-3370
☐ District 6 (East Idaho): Eric Verner, (208)745-5667
☒ State-wide (Off State Highway System): Amanda LaMott, (208)344-0565

Please include as an attachment the documentation of District Coordination provided by the applicable District TAP Coordinator (site checklist).
Metropolitan Planning Organization (MPO) Coordination

If a proposed project is located within a Metropolitan Planning Organization (MPO) boundary, the project applicant should coordinate with the MPO to have the proposed project reviewed and approved by the MPO. The MPO will require that the proposed project within their boundary be identified through their planning process and be consistent with their long-range transportation plan. Contact the appropriate MPO prior to submitting the application for more information and specific requirements designated by the affected MPO. A list of our MPO partners can be found at http://ltd.idaho.gov/funding/?target=advisory-boards. As part of the application, if the project falls within an MPO boundary, provide a letter of support from the MPO.

Is the proposed project within an MPO boundary?

☑ Yes
□ No
□ Not Applicable

If yes, has the proposed project been identified as part of the MPO planning process or is in any MPO planning document like a Long Range Transportation Plan or Bicycle and Pedestrian Transportation Plan?

☑ Yes
□ No

Does the MPO support the proposed project?
*If proposed project is not within an MPO boundary, mark Not Applicable.*

☑ Yes
□ No
□ Not Applicable

Select MPO area:
*If proposed project is not within an MPO boundary, mark Not Applicable.*

☐ Bannock Planning Organization (BPO)
☐ Bonneville Metropolitan Planning Organization (BMPO)
☑ Community Planning Association of Southwest Idaho (COMPASS)
☐ Kootenai Metropolitan Planning Organization (KMPO)
☐ Lewis-Clark Valley Metropolitan Planning Organization (LCVMPO)
☐ Not Applicable
Attachments

The following attachments **MUST** be completed and submitted with the application:
- Detailed Project Cost Estimate (Infrastructure) Project Budget (Non-infrastructure)
- Letters of Support (Minimum Local Government or Facility Owner, additional encouraged)
- Environmental Screening (ITD-211)
- Right-of-Way Certificate (ITD-1983)
- Match Commitment
- Project Delivery Schedule
- District Coordination Letter/Site Checklist
- Project Location Map (Infrastructure Projects)
- MPO Support (If Applicable)

Additional Attachments – Not required, but recommended

**Question 1 – Project/Program Elements**
- Site Map – Project Location (detailed)  
- Project Site Photos

**Question 2 – Property Ownership**
- Other

**Question 3 – Financial Readiness**
- Other

**Question 4 – Mobility**
- Site Map of connections labeling Land Use Types
- Documentation on capacity/trip induction

**Question 5 – Safety**
- Documentation
- Other

**Question 6 – Economic Opportunity**
- Site Map showing location of small businesses in relation to the project
- Letters of Support from Local Businesses
- Other
## Estimate
**Infrastructure Projects**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
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Estimated Cost: **$335,657.83**  
Contingency: **$33,565.78**  
Total Estimated Cost: **$369,223.62**
### TAP: Project Estimating Worksheet (Infrastructure)

**Project Name:** Stoddard City Pathway (Antioch to Sherman)

**Instructions:**
- Only input information in grey shaded areas below only.
- Enter 0 in the percentages column if not seeking federal participation.
- For infrastructure projects, the maximum federal funding is $500,000.00.
- Only work performed after the execution of the State and Local agreement is eligible for federal reimbursement.
- The minimum local match amount is 7.34% of total project cost.
- Local match is limited to cash only. In-kind contributions are not eligible.
- Initial sponsor cash match payment is due prior to execution of the State and Local Agreement and counts towards the local cash match. (See amount below)

<table>
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<tr>
<th>Infrastructure Project</th>
<th>Code</th>
<th>Description (Include amounts for federal aid items only)</th>
<th>Percentages</th>
<th>Project Totals</th>
<th>Local Portion</th>
<th>Federal Portion</th>
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<tr>
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**Total Estimate (Infrastructure):**

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**Total Project Estimate: $339,066.48**

**Total Local Match: $39,567.48**

**Total Federal Match: $499,499.00**

Meets maximum federal limit for infrastructure.

**Initial cash match payment (10% of Total Local Match, $3,500 minimum):**

<table>
<thead>
<tr>
<th>Funding Year</th>
<th>Fiscal Year (Option 1)</th>
<th>Fiscal Year (Option 2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design</td>
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<td>2020</td>
</tr>
<tr>
<td>Construction</td>
<td>2020</td>
<td>2021</td>
</tr>
</tbody>
</table>

* In this section, indicate the fiscal years in which the project will be designed and constructed. Design activities should occur one year prior to construction. For scheduling flexibility, provide two options.

* Fiscal Year - The fiscal year is the accounting period for the federal government which begins on October 1 and ends on September 30. The fiscal year is designated by the calendar year in which it ends; for example, fiscal year 2016 begins on October 1, 2015 and ends on September 30, 2016.
November 21, 2017

Amanda LaMott, PE., LHTAC
Safety & TAP Program
3330 Grace Street
Boise, ID 83703

RE: 2018 TAP and FY17 TAP Rollover — City Support Letter

Dear Ms. LaMott,

The City of Nampa is committed to participate in and support the applications submitted for FY 2018 Transportation Alternatives Program (TAP) funding and FY 2017 TAP rollover funding. Extensions of the Stoddard and Grimes pathway will advance the transportation safety goals of the city by providing safer facilities for children and families to walk and bike.

A completed Stoddard pathway has been a dream of the Nampa community for many years. This pathway will eventually connect southeast Nampa with Downtown. Similarly, extending the Grimes pathway will connect residents to neighborhood parks and may, one day, serve as segment along the proposed rails with trails regional pathway between Nampa and Boise.

The city’s commitment to these projects was formalized during the November 20, 2017 city council meeting. The City Council authorized commitment for the required 7.34% match from the Parks and Economic Development funds. In addition to matching funds, the city’s engineering division is committed to the successful completion of all awarded projects through dedicated staff that are experienced in managing grant funds and construction projects.

The city of Nampa has made great progress in implementing projects to improve safety for bicyclists and pedestrians. The submitted Transportation Alternatives Program applications will further pedestrian and bicycle safety in Nampa and the city is fully committed to the successful completion of all selected projects.

Thank you for your consideration of these important applications.

Sincerely,

Robert L. Henry
Mayor, City of Nampa
November 22, 2017

Amanda LaMott, PE., LHTAC
Safety & TAP Program
3330 Grace Street
Boise, ID 83703

Dear Ms. LaMott,

As the Chair of Nampa’s Bicycle and Pedestrian Advisory Committee (NBPAC), I am writing to endorse Nampa’s Transportation Alternative Program applications.

The Stoddard pathway extension projects have been eagerly anticipated and desired by our committee and community for several years. The first phase of the project (Iowa Avenue to Amity Avenue) will provide safer access to Greenhurst elementary school and neighborhood parks. The second phase (Amity Avenue to Sherman Avenue) will provide a safe route to Sherman Elementary, one of Nampa’s highest need schools. Together the projects will create an important extension of the Stoddard pathway which will one day provide a safe pathway connection to a variety of jobs, services and entertainment in Nampa’s Downtown.

The Grimes Pathway project will provide safer access to McDonagh Park and Sunset Oaks Park. Later phases of the project will provide a connection to Birch Elementary and may eventually serve as a segment along the proposed rails with trails regional pathway between Boise and Nampa.

The Nampa Bicycle and Pedestrian Advisory Committee (NBPAC) reviews projects impacting pedestrians and bicyclists in the City of Nampa and advocates for implementation of the Nampa Bicycle and Pedestrian Master Plan. Our committee has reviewed and endorsed these applications with our top priority being the Stoddard Pathway (Iowa Avenue to Amity Avenue) followed by the next Stoddard section (Amity Avenue to Sherman Avenue) and finally the Grimes Pathway (McDonagh Park to Sunset Park).

I encourage your support of these project applications. Please let me know if I can answer any questions or help in any way.

Sincerely,

LaRita Schandorff, Chair, Nampa Bicycle and Pedestrian Advisory Committee
November 22, 2017

Amanda LaMott, PE, LHTAC
Safety & TAP Program
3330 Grace Street
Boise, ID 83703

Dear Ms. LaMott,

I am writing to support the City of Nampa’s Transportation Alternative Program applications for the Stoddard and Grimes pathways.

A completed Stoddard Pathway has been a dream of the Nampa community for many years. The first phase of the project (Iowa Avenue to Amity Avenue) will provide safer access to Greenhurst elementary school and neighborhood parks. The second phase (Amity Avenue to Sherman Avenue) will provide a safe route to Sherman Elementary, one of Nampa’s highest need schools. Together the projects will create an important extension of the Stoddard pathway which will one day connect to Downtown.

The Grimes Pathway project will provide safer access to McDonagh Park and Sunset Oaks Park. Later phases of the project will provide a connection to Birch Elementary and may eventually serve as a segment along the proposed rails with trails regional pathway between Boise and Nampa.

Bike Walk Nampa has worked diligently with the City of Nampa for many years to support our goal of promoting bicycling and walking for transportation and recreation. We regularly take user counts on the city’s pathways, for example, as well as advocate for changes and monitor progress as issues are brought to the City Council. We were directly involved in the development of Nampa’s Bicycle and Pedestrian Master Plan and we are committed to continue to work with the City on projects that improve bicycle and pedestrian safety and access.

Bike Walk Nampa fully supports Nampa’s Transportation Alternative Applications with priority given to the Stoddard Pathway (Iowa Avenue to Amity Avenue) followed by the next Stoddard section (Amity Avenue to Sherman Avenue) and finally the Grimes Pathway (McDonagh Park to Sunset Park).

I encourage your support of these project applications. Please let me know if I can answer any questions or help in any way.

Sincerely,

Bruce Wiley, Vice Chair of Bike Walk Nampa

Advocates for Active Living
November 22, 2017
Amanda LaMott, PE., LHTAC
Safety & TAP Program
3330 Grace Street
Boise, ID 83703

Dear Ms. LaMott,

As the Nampa Safe Routes to School coordinator, I am writing to endorse Nampa’s Transportation Alternative Program applications for the Stoddard Pathway (Iowa Avenue – Amity Avenue), Stoddard Pathway (Amity Avenue – Sherman Avenue) and the Grimes Pathway ( McDonagh Park to Sunset Oaks Park).

The Stoddard pathway extension projects will significantly improve children’s ability to safely walk and bike to Greenhurst and Sherman Elementary Schools. The extension of this important Rails to Trails pathway has been eagerly anticipated for many years by our community and especially our adjacent schools. Sherman Elementary is one of Nampa’s highest need schools in one of Nampa’s highest poverty neighborhoods. Enhanced mobility options will greatly benefit school children and their families who often struggle to afford transportation.

The Grimes pathway project is another important extension that will in later phases help to create a safe route to Birch Elementary. This project will immediately provide safer neighborhood access to McDonagh Park and Sunset Oaks Park and may eventually serve as a segment along the proposed rails with trails regional pathway between Boise and Nampa.

Nampa’s Safe Routes to School program provides safety education and encouragement to support children to bike and walk in our community. The Safe Routes to School program also helps to identify infrastructure needs near schools and advocates for safety improvements.

I encourage your support of Nampa’s Transportation Alternative Program project applications. Please let me know if I can answer any questions or help in any way.

Sincerely,

Alex Hackett
Nampa Safe Routes to School Coordinator
November 22, 2017
Amanda LaMott, PE., LHTAC
Safety & TAP Program
3330 Grace Street
Boise, ID 83703

Dear Ms. LaMott,

As Principal of Sherman Elementary School, I am writing to endorse Nampa’s Transportation Alternative Program applications for the Stoddard Pathway.

Many of our students live within walking distance of the school and the Stoddard Pathway extension would provide a safe walking facility for our kids. Not only would the Stoddard pathway extension enhance safety it might also help our students to be more physically active which can have positive outcomes in and out of the classroom. Sherman Elementary is situated in one of Nampa’s highest poverty neighborhoods and extending the Stoddard Pathway will offer a recreational opportunity for families and students.

I encourage your support of Nampa’s Transportation Alternative Program Stoddard Pathway project applications. This facility adjacent to our school will benefit our students, teachers and parents. Please let me know if I can answer any questions or help in any way.

Sincerely,

Principal Sherman Elementary
To Whom It May Concern:

On November 2, 2017 the Stoddard Pathway Extension plan was presented to the general public. The meeting was held at Sherman Elementary School from 5:30 PM to 7:00 PM. The general public input of Stoddard Pathway can be found below.

STODDARD PATHWAY PUBLIC INPUT

November 2017

OPEN HOUSE COMMENTS

Received at Sherman Elementary, November 2, 2017

Keep up the good work!
Quality of life, recreation, positive force of value for community and more.
Rick Hogaboam
1924 W. Honey Dew Dr.
Nampa, ID 83651
rickhogaboam@gmail.com

The plan looks great and appears to be thoroughly prepared. I am confident COMPASS can find a grant to fund the project.
Brett Sgerrian
1490 W. Bonneville Cir.
Nampa, ID 83651
sergenianbr@gmail.com

So Excited for the Community & our School!
Sherry Marsh – Sherman Elem Principal
2006 W. Camelot Dr.
Nampa, ID 83651
smash@131nsd.org

This is awesome! We recently moved here from Denver & one of the things we loved about Denver is the multiple trails & parks. This makes it easy to be outdoors with our family! This makes our neighborhood more desirable too. We are fans of the plans to extend the pathway all the way to our downtown.
Anders & Jessica Snyder
1411 E. Washington Ave.
Nampa, ID 83686
andersNiess@gmail.com
Please make sure to provide crosswalk warning light across Iowa crossing.
Brian Busz
2112 E Harbour Grove Dr.
Nampa, ID 83686
bdbusz@cableone.net

I am very excited about this! The existing pathway is wonderful, the landscaping along
the path (natural, longer grasses;...) is a pleasant change from neighborhood
streetscapes. I'm sure this new section will be used and appreciated by many residents.
Eualeen Beukelman
2909 Bannock Ave.
Nampa, ID 83686
eualeenbenkelman@gmail.com

Very excited for this new path! Great Job!
I love all the access from the neighborhoods and the school. Glad to see the large use
of naturalized fescue. Would be nice to see signage about the historical railroad and
local wildlife like birds. Prefer to create the path first then put in the bathroom, pavement
and other amenities if the project needs to be broken up into phases.
Alex Hackett
307 S. Juniper St.
Nampa, ID 83686
alex.hackett@ymcatvidaho.org

I like the plan and I think it would be awesome! Let's hurry and get it done!
Steve Hanson
4036 E. Chesapeake Dr.
Nampa, ID 83686
sdhanson1@msn.com

I think it would be a great idea. It gives people a place to walk, jog and run other than
being on busy roads.
Montana Wilde
1124 E. Connecticut Ave.
Nampa, ID 83686

Looks great! So needed in our neighborhood.
Sandra Nicholson
628 S. Powerline Rd.
Nampa, ID 83686
sjnicholson@live.com
The plan looks great. We are very eager to get more areas to ride our bikes away from traffic. The sooner the better.
Joy Hebben & Paul Hebben
2123 Windancer Crt.
Nampa, ID 83686
idsweetpea@cableone.net

Love the idea of adding to the trail. Is there something that can be added to deter graffiti paint at night? Parks and benches are a great idea.
Tyler Brown
1026 Amethyst Ct.
Nampa, ID 83686
tylerbrown@micron.com

Looks great! Just a few more benches between Iowa & Amity. Historic signage about R.R. and a train shaped play structure.
Larita Schandoff
1108 S. Stanford St.
Nampa, ID 83686
bikewalknampa@gmail.com

Looks good!
Maybe thicker pavement – current Stoddard trail is pretty bumpy.
Dan Narsavage
2723 Commanche St.
Nampa, ID 83686
dan.narsavage@gmail.com

Yes please! Thanks. I connect to Stoddard from Wilson and am excited about this latest extension
Meggan Manlove
11116 W. Mission Pointe
Nampa, ID 83651
prmanlove.trinityampa@hotmail.com

More parking areas, even if small, but distribute throughout the parkway system, will encourage use by more Nampa Citizens. More people will discover what a valuable resource the parkways are, and consequently future projects will be easier to fund. I am looking forward to more parkway development.
William David Bailey
720 W. Highland Ave.
Nampa, ID 83686
chester2008@cableone.net
NAMPA REC CENTER COMMENTS
Received at the Nampa Rec Center, November 3-10, 2017

We use the bike/walk pathway several times a week. We strongly support the expansion of the trail. The plans look great.
Norma Pomerleau
2002 S. State St.
Nampa, ID 83686

Build. I will walk more, Nampa needs more pathways and things to walk on for safety reasons.
Spencer Keith
924 S. Elder St.
Nampa, ID 83686
SpencerKeith@gmail.com

Good Plan. Please give us more and more walking/paved biking paths. The greenbelt path crossing near Walmart/Greenhurst needs an “overpass”
Ina Schneider
3603 E Brenan Dr.
Nampa, ID 83686
Jameseschneider@hotmail.com

Build this please!
Arturo E Verduasco
424 S. Elder St.
Nampa, ID 83686
Arturoverdusco6@gmail.com

Thank you! Yes this is needed and would be great.
Dorothy Sackett
1519 W Florida Ave
Nampa, ID 83686
Dorothy.Sackett@gmail.com

Great Idea. We love riding on Stoddard Pathway and have been hoping for an extension for several years now. Thanks!
Cornelia and John Fleming
1514 S Secretariat Way
Nampa, ID 83686
icecreamandflowers@gmail.com

I love having more greenbelt!
Greg Borman
540 War Eagle Way
Nampa, ID 83686
I love this plan!
Ann Christianson
3452 S. Green Basin
Nampa, ID 83686
annfromspokane@gmail.com

The Stoddard Pathway is fantastic!!! A very good use of funds and well worth the investment! The kind of paths that I want are these type, where the path is separate from roads and traffic -- much more safe and peaceful.
Ron Humphrey
13385 S. Stockbridge Way
Nampa, ID 83686
Rlhumphrey80@gmail.com

Looks good. Can’t wait to walk with my family on it.
Daniel Fleshman
311 22nd Ave S
Nampa, ID 83651

The plans look wonderful. What are some other options that were considered but not shown here? More green space is always welcome in Nampa!
Joe Gorman
412 W. Bayhill Dr.
Nampa, ID 83686
joetgorman@gmail.com

I would love to see more pathways to run and bike. I am a frequent user and fully support this!
Katie Rinaker
2615 S. Spring Canyon
Nampa, ID 83686

Yes more pathways and green space.
Kathleen Herrmann
1424 S. Secretariat Way
Nampa, ID 83686

I like it.
Jeff Scheffers
2509 Wildflower
Nampa, ID 83686
Jeffs2006evo@gmail.com

I agree we need paths/walking trails. I would rather see money spent to acquire more land and spend less on landscaping. This path will benefit only the local neighborhood.
Deb Smith
9050 Red Fox Dr.
Nampa, ID 83686

I love the variation of curvature in the winding pathway; from very curvy to nearly straight. The addition of the parking lot will make me want to use this more. Nice work T-O Engineers!
Korte Zickefoose
623 S. University Blvd.
Nampa, ID 83686
gzickefoose@nnu.edu

We need several miles of a contiguous path for running... like the Greenbelt. The more connected miles the better.
Sheree Keller
450 W. Island Ct
Nampa, ID 83686
ShereeKllr@gmail.com

Consider the type of trees for the planting to be either far enough away from the pavement or be of a type that plans for root development that doesn't impact the pavement after 10 years. I like the "long" undulation instead of short "zig zag" that some places have.
Clark
Kentucky Ave
Nampa, ID 83686

Please finish the pathway South of Amity.
Cordell Cropper
827 S. Florence
Nampa, ID 83686

Yes
Kourtneie
2112 Sunnyridge Rd
Nampa, ID 83686

Yes! Yes! Yes!
Christina Winder
1515 E. Washington Ave.
Nampa, ID 83686
Cwinder3372@msn.com

I'm all for additional pathways and green space. They promote a healthy lifestyle and are used primarily by good, positive people that foster safe environments. When the green spaces are kept up, they add a lot of class to the area.
EMAIL COMMENTS

Dear City of Nampa,

I will be brief. YES!!! This is a marvelous idea and one that we fully support. We can't wait to begin running/biking/walking on this extension of an already great Greenbelt. Our only hope is that there are more extensions like it in the near future (Iowa to 12th Ave. [the missing link in the Wilson Pathway]), and extending the Wilson Pathway from its current western dead end to Lone Star...or even beyond ;)

Thank you!
John and Jenny Seable
1015 Big Creek Cir.
Nampa, Idaho 83686
208-465-1732
jennyseable@q.com
Environmental Screening
For Community Transportation Enhancement (CTE),
Safe Routes to School (SR2S) and Scenic Byway Projects

Background - All project actions which involve a federal nexus (federal funds, federal permits or federal lands) must have an approved environmental document. ITD follows Federal Highway Administration guidelines for environmental documentation.

Responsibility - ITD will be responsible for the review and approval of the environmental document. The sponsor is responsible for the preparation of the environmental document. Pre-application coordination with the district office (environmental) is needed. In some cases the sponsor may arrange for ITD to complete all or part of the environmental documentation.

Purpose of Form - This form is not an environmental clearance. The questions screen for issues that could require additional analysis or work. If you answer yes to any of the following questions, the environmental requirements or impacts may be greater than expected. The impacts may not be compatible with your budget or schedule. You should seek further assistance from ITD regarding the viability of the project.

Contacts - For assistance with the environmental process please contact the ITD District Environmental Planner. An abbreviated environmental clearance is available for pavement marking projects.

Answer the following questions and explain in detail any response that is not clear from simply marking the box. When completed electronically, the form will expand to allow room for explanations.

<table>
<thead>
<tr>
<th>Project Type/Scopes of Work (i.e. landscaping, bike/pedestrian path, etc.)</th>
<th>Project Name/Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bike/Pedestrian Path</td>
<td>Stoddard City Pathway (Amity to Sherman)/Nampa, Idaho</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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</table>

Right of Way/Property Impacts - Will the project require acquisition of temporary or permanent easements, or right of way? Is the project on, or through, federal lands or tribal lands? Will the project cause a temporary or permanent disruption to a commercial property or residential neighborhood?

Explain:

Traffic - Does the project add traffic lanes or traffic capacity?

Explain:

Ground Disturbance - Does the project disturb more than one acre of land?

Explain: This project spans approximately 1300 feet with a 14 foot disturbance for the pathway, which is 0.42 acres. With the addition of the landscaping and open lawn space the total estimated disturbance is approximately 2.7 acres.

Stormwater - Where does the water (rain, snowmelt) from this project area drain?

- Sheet flows to surface waters (canal, stream, lake)
- Conveyed by ditch or pipe to surface waters
- Storm Sewer System (Municipal system)
- Infiltrate in Place (retention pond or topography with no drainage outlet [low area])
- Other – If none of the above conditions

Explain: Topography with no drainage outlet, open lawn area.

Surface Waters - Does the project site contain any boggy, swampy, or wetland areas?

- Does the project impact (fill or temporarily impact) any wetland, stream, lake or other water body?

Explain:

Cultural Resources - Are there historical structures (such as buildings, bridges, canals, etc) over 45 years old within or adjacent to (in some cases within view) of the proposed project site?

Explain:
Exhibit B

Section 4f - Is the project site located next to or a part of a special designated land use (i.e., designated park, wildlife refuge, historic district, etc)? Check with local land use map for information.

☐ Yes ☒ No

Explain:

Hazardous Waste - Is there any indication of waste spill or stain on the project site? Are there any gas stations, dry cleaner, or other industrial facilities adjacent to the project?

☐ Yes ☒ No

Explain:

Public Involvement - Based on your public involvement, has any public controversy or issue been identified? Do you anticipate any temporary or permanent disruption to a commercial property or residential neighborhood (access changes or detours, construction noise etc?)

☐ Yes ☒ No

Explain: We expect only minor construction noise and construction traffic control which should not disrupt the neighbors.

Irrigation - Does the project require irrigation? Describe whether the project will require watering and what source will be used for watering.

☐ Yes ☒ No

Explain: Irrigation will be needed for the proposed landscaping. This is available via pressure irrigation from the city adjacent to the project.

Right of Way Encroachment - Are there any signs, trees or other features you plan to locate within ITD right of way?

☐ Yes ☒ No

Explain:

Offsite Work - Will the project require off-site grading, excavation or trenching for utilities, lighting, drainage or other work?

☐ Yes ☒ No

Explain:

Describe any other known or suspected environmental issue that has not been covered

Preparer's Printed Name
Jeff Barnes

Title
Assistant City Engineer

Agency or Firm
City of Nampa

Signature

Date 11/22/17

ITD USE ONLY

Recommendation

☒ Based on the information in the project application and on this form, the project is likely to be eligible for a Categorical Exclusion.

☐ Based on the information in the project application and on this form, there were environmental areas of concern that should be further discussed prior to funding this project.

☐ There was not enough information in the project application and on this form to assess potential environmental issues.

Comment

Printed Name
JoEllen Ross-Hauer

Title
District Environmental Planner

Signature

Date 11/22/17

ITD 0211, Rev. 9-10 Page 2 of 2
Local Public Agency’s Certificate Of Completion Of Right-Of-Way Activities
Idaho Transportation Department

<table>
<thead>
<tr>
<th>Key Number</th>
<th>Project Number</th>
<th>Project Name</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Stoddard City Pathway (Amity to Sherman)</td>
</tr>
</tbody>
</table>

Local Public Agency
City of Nampa

Complete the applicable section below and the Certification section.

Right of Way is Not Required
☒ All work will be done within the existing right of way
☒ No utilities are involved in this project
☐ Utilities are impacted and agreements are in place. Number of Utilities _______

Right of Way is Required
Number of ownerships acquired _________ Total amount paid $___________________________
Number of parcels in condemnation or pending final settlement ________
Number of Relocations ________
☐ No utilities are involved in this project
☐ Utilities are impacted and agreements are in place. Number of Utilities ________

Certification
I hereby certify that all acquisitions and relocations, if any, were performed in accordance with our assurances to comply with state and federal laws and regulations related to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments thereto.

It is further certified that in all cases where the real property rights were obtained through donation, that the property owner(s) was fully informed of the right to receive just compensation and the owner has released our agency from its obligation to appraise the property in the event that the estimated value may exceed $5,000.00.

Agency Contact's Name (Printed) Phone Number E-Mail Address
Jeff Barnes (208)468-5521 barnesj@cityofnampa.us
Notator's Signature (Chief or Secretary) Date Chairman, President or Mayor's Signature Date

[Signature]
11-21-17
[Signature]
11-21-17
November 21, 2017

Amanda LaMott, PE., LHTAC  
Safety & TAP Program  
3330 Grace Street  
Boise, ID 83703

RE: 2018 TAP and FY17 TAP Rollover – Match Commitment Letter

Dear Ms. LaMott,

The City of Nampa is committed to participate in and support the applications submitted for FY 2018 Transportation Alternatives Program (TAP) funding and FY 2017 TAP rollover funding. The three projects, Stoddard Multi-Use Pathway (Iowa Avenue to Amity Avenue), Stoddard Multi-Use Pathway (Amity Avenue to Sherman Avenue), and the Grimes Pathway at McDonagh Park will all advance the transportation safety goals of the city by providing safer facilities for children and families to walk and bike.

The city’s commitment to these projects was formalized during the November 20, 2017 city council meeting. The City Council authorized commitment for the required 7.34% match from the Parks and Economic Development funds. In addition to matching funds, the city’s engineering division is committed to the successful completion of all awarded projects through dedicated staff that are experienced in managing grant funds and construction projects.

The city of Nampa has made great progress in implementing projects to improve safety for bicyclists and pedestrians. The submitted Transportation Alternatives Program applications will further pedestrian and bicycle safety in Nampa and the city is fully committed to the successful completion of all selected projects.

Thank you for your consideration of these important applications.

Sincerely,

Robert L. Henry  
Mayor, City of Nampa
## Exhibit B
**Transportation Alternatives**  
**Project Schedule**

<table>
<thead>
<tr>
<th>Project Function</th>
<th>Year Quarter</th>
<th>2019</th>
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<td>Apr-Jun</td>
<td>Jul-Sep</td>
<td>Oct-Dec</td>
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<td>Approval of plans, specifications &amp;</td>
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<tr>
<td>Contract award</td>
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<tr>
<td>Construct Project</td>
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<td>Project Completion</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
Bowling, Emma

From: Amanda LaMott <ALaMott@lhtac.org>
Sent: Wednesday, November 29, 2017 9:35 AM
To: Jeff Barnes
Cc: Colwell, Pat; Bowling, Emma; Bond, Laura
Subject: RE: TAP Application Site Checklists
Attachments:
Nampa (Iowa to Amity) - Environmental.pdf; Nampa (Amity to Sherman)
Environmental.pdf; Nampa (McDonagh to Sunset Oaks) - Environmental.pdf; Nampa
(Amity to Sherman) - Site Checklist.pdf; Nampa (Iowa to Amity) - Site Checklist.pdf;
Nampa (McDonagh to Sunset Oaks) - Site Checklist.pdf

Jeff –

Attached are the signed Site Checklist and Environmental Screening forms. This serves as your district coordination –
please attach this email to your application to fulfill the coordination requirement.

Let me know if you have any additional questions!

Thanks,

Amanda LaMott, PE

From: Bond, Laura [mailto:lbond@to-engineers.com]
Sent: Monday, November 27, 2017 9:47 AM
To: Amanda LaMott <ALaMott@lhtac.org>
Cc: Colwell, Pat <pcolwell@to-engineers.com>; Bowling, Emma <ebowling@to-engineers.com>; Jeff Barnes
(barnesi@cityofnampa.us) <barnesi@cityofnampa.us>
Subject: RE: TAP Application Site Checklists

Hi Amanda,

Here are the signed ITD forms for the three TAP applications sponsored by the City of Nampa. Please let me know if you
have any questions.

Thanks,
LAURA BOND, EI | Staff Engineer

TO ENGINEERS
332 N. Broadmore Way | Nampa, Idaho 83687
D 208.442.6300
www.to-engineers.com

From: Amanda LaMott [mailto:ALaMott@lhtac.org]
Sent: Thursday, November 16, 2017 3:38 PM
To: Bond, Laura
Cc: Colwell, Pat; Bowling, Emma; Jeff Barnes (barnesi@cityofnampa.us)
Subject: RE: TAP Application Site Checklists
## SITE CHECKLIST

All questions contained in this checklist are for infrastructure projects only and are to be completed in collaboration with the District TAP Coordinator.

### PART 1: QUESTIONS

<table>
<thead>
<tr>
<th>Applicant:</th>
<th>City of Nampa</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
<td>Stoddard City Pathway (Amity to Sherman)</td>
</tr>
<tr>
<td>Project Manager:</td>
<td>Jeff Barnes</td>
</tr>
<tr>
<td>Contact Information for Project Manager:</td>
<td><a href="mailto:barnesi@cityofnampa.us">barnesi@cityofnampa.us</a> (208) 468-5521</td>
</tr>
</tbody>
</table>

- Is the applicant an eligible sponsor? □ Yes □ No
- Has the applicant previously completed a federal aid project? □ Yes □ No
- Does the applicant acknowledge that receipt of funds requires compliance with several federal and state requirements, including but not limited to wage, equal opportunity, and environmental requirements? □ Yes □ No

### BICYCLE FACILITIES (IF APPLICABLE)

<table>
<thead>
<tr>
<th>Bicycle Facility description</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Shared use pathway</td>
</tr>
<tr>
<td>□ Sharrow</td>
</tr>
<tr>
<td>□ Striped bicycle lane</td>
</tr>
<tr>
<td>□ Widened shoulder</td>
</tr>
<tr>
<td>□ Other</td>
</tr>
</tbody>
</table>

- Width of pathway, bicycle lane, shoulder, etc.: 10 foot pathway | Length: 1300 feet
- Distance from curb (for pathways): Varies (7'-80') from edge of pavement
- Materials used: ☑ Asphalt |
| □ Concrete |
| □ Other |
- Standards Used: □ AASHTO |
| ☑ Idaho State Public Works Construction |
| □ ITD |
| ☑ Local |
- This project is: □ part of road widening |
| □ part of an existing road |

- Are there any areas where the facility will narrow to accommodate trees, signs or other obstructions? □ Yes □ No
  If yes, explain:

- What is the plan for maintaining the facility after construction is complete?
  The City of Nampa, Parks and Recreation will maintain the facility after completion.

- Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval? Explain? □ Yes □ No

### PEDESTRIAN FACILITIES (IF APPLICABLE)

<table>
<thead>
<tr>
<th>Pedestrian Facility description</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Sidewalk</td>
</tr>
<tr>
<td>□ Sidewalk with curb and gutter</td>
</tr>
<tr>
<td>☑ Pathway</td>
</tr>
<tr>
<td>□ Other</td>
</tr>
</tbody>
</table>

- Width of pathway, bicycle lane, shoulder, etc.: 10 foot pathway | Length: 1300 feet
- Distance from curb (for pathways): Varies (7'-80') from edge of pavement
- Materials used: ☑ Asphalt |
| □ Concrete |
| □ Other |
- Number of curb ramps: 0
- Standards Used: □ AASHTO |
| ☑ Idaho State Public Works Construction |
| □ ITD |
| ☑ Local |
- This project is: □ part of road widening |
| □ part of an existing road |

- Are there any areas where the facility will narrow to accommodate trees, signs or other obstructions? □ Yes □ No
  If yes, explain:
### Exhibit B

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is the plan for maintaining the facility after construction is complete?</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>The City of Nampa, Parks and Recreation will maintain the facility after completion.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval? Explain:</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>☒ Yes</td>
<td>☐ No</td>
<td></td>
</tr>
<tr>
<td>City Code 10-27-6A and the City of Nampa Master Transportation Plan require improvements as a condition of subdivisions.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td><strong>RIGHT-OF-WAY</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the sponsor possess the necessary right-of-way to construct the project? If not, explain how right-of-way will be acquired.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>☒ Yes</td>
<td>☐ No</td>
<td></td>
</tr>
<tr>
<td>Does the sponsor hold necessary easements to construct the project? If not, explain how easements will be obtained.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>☒ Yes</td>
<td>☐ No</td>
<td></td>
</tr>
<tr>
<td><strong>ENVIRONMENTAL</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is it apparent that the project will meet the environmental criteria for Categorical Exclusion?</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>☒ Yes</td>
<td>☐ No</td>
<td></td>
</tr>
<tr>
<td>Is it apparent that the proposed project will require extensive cultural clearance?</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>☒ Yes</td>
<td>☐ No</td>
<td></td>
</tr>
<tr>
<td>Is it apparent that supplemental environmental documentation will be required to support a Categorical Exclusion determination? For example: ☐ Wetlands ☐ Endangered Species ☐ Other</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>☒ Yes</td>
<td>☐ No</td>
<td></td>
</tr>
<tr>
<td>Is it apparent that the project will cause an adverse effect to environmental resources? If yes, explain:</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>☒ Yes</td>
<td>☐ No</td>
<td></td>
</tr>
<tr>
<td>Are there any permitting requirements for the project? If yes, explain:</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>☒ Yes</td>
<td>☐ No</td>
<td></td>
</tr>
<tr>
<td><strong>UTILITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is it apparent that the project will have utility conflicts? If yes, explain and identify affected utilities and how conflicts will be mitigated.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>☒ Yes</td>
<td>☐ No</td>
<td></td>
</tr>
<tr>
<td><strong>IRRIGATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is it apparent that the project will have crossings or conflicts with irrigation facilities? If yes, explain and identify affected irrigation facilities and how conflicts will be mitigated.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>☒ Yes</td>
<td>☐ No</td>
<td></td>
</tr>
</tbody>
</table>

### PART 2: FORMS

A. Environmental Screening Form
B. Right-of-Way Certification
C. TAP: Project Estimating Worksheet (used during application process to establish Initial estimate)
D. ITD-1150: Project Cost Summary Sheet (for infrastructure projects and used during development stage)

Instructions:

1. Line 16 of this form is for Mobilization, calculated as a percentage of the construction items listed on Lines 3 through 14. It is up to the Applicant to determine the appropriate percentage for the project, but 5 to 10% would be considered typical.

2. Line 17 of this form is for Construction Engineering and Contingencies, calculated as a percentage of the construction items listed on Lines 3 through 14 and the Mobilization cost listed on Line 16.
Again, it is up to the Applicant to determine the appropriate percentage for the project, but 15% would be considered typical, with 10% allocated to Construction Engineering and 5% allocated to Contingencies.

E. Cost Estimate for Non-Infrastructure Projects: Safe Routes to School (for safe routes to school non-infrastructure projects)

F. Project Schedule (for infrastructure projects)

PART 3: SUMMARY OF REQUIREMENTS FOR FEDERAL AID RECIPIENTS

Applicants should keep in mind that receipt of federal funds requires compliance with the following federal and state requirements (note: this is not an exhaustive list):

1. Equal Opportunity requirements (non-discrimination) for construction contracts in excess of $10,000. The non-discrimination requirements apply to a wide range of project elements, including contracting opportunities. A non-discrimination agreement must be signed as part of the award process, and records must be kept to show compliance. Disadvantaged Business Entity (DBE) requirements might apply.

2. Minimum wage requirements (Davis-Bacon Act) and anti-kickback requirements (Copeland Act) for construction contracts in excess of $2,000. Records must be kept to show compliance.

3. No use of federal funds for lobbying, for construction contracts in excess of $100,000.

   a. The National Environmental Policy Act requires federal actions (including local transportation projects receiving federal aid) to be evaluated for potential impacts to the environment. ITD and the FHWA jointly conduct this review.
      i. For major actions that significantly affect the quality of the human environment, an Environmental Impact Statement (EIS) must be prepared. This is a lengthy (and expensive) process that requires consideration of alternatives, analysis of impacts, and compliance with a series of public notice and comment periods. Projects requiring an EIS would not be able to be completed within Community Choices time constraints.
      ii. For projects in which the significance of the environmental impact is uncertain, an Environmental Assessment (EA) must be prepared. This document is more limited in scope than an EIS, and the procedure is not as lengthy. If through the EA process it is determined that there will not be significant impacts, a Finding of No Significant Impact (FONSI) is issued. If it is determined that there will be significant impacts, an EIS must be prepared.
      iii. Most federal aid projects qualify for a “categorical exclusion,” meaning that the project will not have a significant effect on the human environment. For these projects, neither an EIS nor an EA need be prepared. Federal regulations have identified several project types that typically receive a categorical exclusion (such as installation of utilities along a road; construction of bicycle and pedestrian paths; landscaping; installation of fences, signs, pavement markings and traffic signals, where no substantial land acquisition or traffic disruption would occur; alterations to facilities to make them accessible to elderly and handicapped persons; and other types of projects). Even though a proposed project might fall within an exclusion category, applicants must obtain clearance from ITD.
      iv. Contact District Environmental Staff (listed at http://itd.idaho.gov/enviro/District.Staff.htm) for assistance with navigating the environmental review process.

5. Compliance with audit requirements:
   a. An entity expending $500,000 or more in a year in combined Federal awards (including any funds received from Federal sources outside ITD: US federal contracts, subcontracts, loans grants, subgrants, and/or cooperative agreements) requires an A-133 Single Audit or program-specific audit each fiscal year.
b. An entity whose annual budget (from all sources) exceeds $250,000 and expends any amount in a year in combined Federal awards are required to have a full and complete audit of financial statements each fiscal year.

c. An entity whose annual budget (from all sources) exceeds $100,000 but does not exceed $250,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements audit on a biennial basis. Biennial audits shall include an audit of each fiscal year since the previous audit.

d. An entity whose annual budget (from all sources) exceeds $50,000 but does not exceed $100,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review on a biennial basis. Biennial review shall include a review of each fiscal year since the previous review.

e. An entity whose annual budget (from all sources) does not exceed $50,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review by ITD on a biennial basis. Biennial ITD reviews shall include a review of each fiscal year since the previous review.

6. Compliance with Americans With Disability Act: This includes a compliance Self-Evaluation, and for agencies with 50 or more employees, an ADA Transition Plan. Transition Plans identify physical obstacles to accessibility, describe methods to make facilities accessible, specify a schedule for completion, identify a responsible official, estimate the cost of each modification, and record completion dates.

7. Compliance with U. S. Office of Management and Budget (OMB) circulators on allowable costs, as follows:

<table>
<thead>
<tr>
<th>For the costs of</th>
<th>Use the principles in:</th>
</tr>
</thead>
<tbody>
<tr>
<td>State, Local or Indian Tribal Government</td>
<td>2 CFR 225</td>
</tr>
<tr>
<td>Private, nonprofit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in 2 CFR 230 as not subject to that circular</td>
<td>2 CFR 230</td>
</tr>
<tr>
<td>Educational institution</td>
<td>2 CFR 220</td>
</tr>
<tr>
<td>For-profit organization other than a hospital and an organization named in 2 CFR 230 as not subject to that circular</td>
<td>18 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the Federal agency.</td>
</tr>
</tbody>
</table>

8. Compliance with ITD Grant Administration Team reimbursement requirements. Recipients must request reimbursement of an expense within 60 days or the expense will not be reimbursed. ITD has up to 30 days to issue the reimbursement.

9. Compliance with minimum liability insurance requirements. Contractors must have comprehensive public and general liability insurance of at least $500,000.00 per occurrence, and $1,000,000.00 aggregate.

---

**District TAP Coordinator Endorsement**

According to the information provided by the sponsor and in this Site Checklist, the Idaho Transportation Department district office endorses this project as a potential TAP project candidate and would offer full support if project is selected.

**Endorsement:**  

\[Signature\]  
District TAP Coordinator  
LHTAC  
District  
11/16/17

---
November 28, 2017

Mr. Ken Kanownik
Idaho Transportation Department
Headquarters Planning Services
PO Box 7129
Boise, ID 83707-1129

RE: Support for Nampa Stoddard Pathway, Amity to Sherman, Transportation Alternatives Program (TAP)-Statewide Proposal

Dear Mr. Kanownik:

The Community Planning Association of Southwest Idaho (COMPASS), the metropolitan planning organization for Ada and Canyon Counties, supports the Stoddard Pathway Amity to Sherman project TAP-Statewide proposal for pedestrian and safety improvements in the City of Nampa. COMPASS recognizes the need for pedestrian and bicycle connectivity, and encourages funding alternative transportation projects within the planning area.

The existing Stoddard Pathway is approximately two miles of paved trail connecting neighborhoods to parks and schools. This project would add a ¼-mile extension to the Stoddard Pathway, and would provide a direct path to Sherman Elementary, one of Nampa’s highest need schools. This would result in safer pedestrian mobility for children and the surrounding low-income neighborhood.

The project is aligned with many goals of the regional long-range transportation plan, Communities In Motion 2040 (CIM 2040), including:
- Improve safety and security for all transportation modes and users (Goal 1.2)
- Strive for more walkable, bikeable, and livable communities with a strong sense of place and clear community identity and boundaries (Goal 2.4)

If you need additional information, please contact Toni Tisdale, Principal Planner and Resource Development Team Lead at ttisdale@compassidaho.org or (208) 475-2238.

Sincerely,

Matthew J. Stoll
Executive Director

pc: Honorable Bob Henry, Mayor, City of Nampa
    Jeff Barnes, City of Nampa

KP:nb T:\FY18\600 Projects\685 Resource Development\J-Support Letters\Nampa Stoddard Pathway Amity to herman for TAP-State.docx
Stoddard City Pathway (Amity to Sherman)
Photographs of Current Conditions

Figure 1: Crosswalk connecting the proposed Stoddard Pathway: Iowa to Amity to the proposed Stoddard Pathway: Amity to Sherman.

Figure 2: Existing conditions of Stoddard Pathway: Amity to Sherman.
Figure 3: Back view of Sherman Elementary School from Murray Rd and proposed Stoddard Pathway: Amity to Sherman.

Figure 4: North end of project
### Crash Data - click to highlight in map

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<thead>
<tr>
<th>Serial Number</th>
<th>Severity</th>
<th>Accident Year</th>
<th>Intersect Related</th>
<th>Street 1</th>
<th>Street 2</th>
<th>Dist from Intersect</th>
<th>Road Type</th>
<th>Driver Action</th>
<th>First Harmful Event</th>
<th>Most Harmful Event</th>
<th>All Events</th>
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<td>Going Straight</td>
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<td>Backing</td>
<td>Pedestrian</td>
<td>Pedestrian</td>
<td>Pedestrian, Pedestrian,Mall...</td>
</tr>
</tbody>
</table>

http://xls.lhtac.org/
EXHIBIT B

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. [Link](http://apps.itd.idaho.gov/apps/ocf/index.aspx)

2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.

5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the Consultant until they have achieved compliance;
   - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
   - Cancellation, termination or suspension of the Agreement, in whole or in part;
   - Assess against the Consultant’s final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or $7,700, whichever is less.

6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of $10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:
Pertinent Non-Discrimination Authorities:

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123 ), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Implementation Procedures
This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:
1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor’s authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor’s authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

4. Adequately implement the civil rights requirements.

5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor’s report of investigation, will be forwarded to ITD’s EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.

7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

8. Attend training programs on Title VI and related statutes conducted by ITD’s EEO Office.

9. Participate in an annual review of the Sponsor’s Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD’s EEO Office based on the information supplied in the review. This review of the Sponsor’s Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure
Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor’s Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

a) The date of alleged act of discrimination; or
b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant’s representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor’s investigative procedures.
Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

a) Name, address, and phone number of the complainant.
b) Name(s) and address(es) of alleged discriminating official(s).
c) Basis of complaint (i.e., race, color, national origin or sex)
d) Date of alleged discriminatory act(s).
e) Date of complaint received by the Sponsor.
f) A statement of the complaint.
g) Other agencies (state, local or Federal) where the complaint has been filed.
h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor’s authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor’s authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions
In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 06-17
CODE CHANGE
Title 9 Chapter 3 Section 1
Minimum Improvements Required
(Reviewed and Approved by Legal)

- As part of the changes to the Street Impact Fee the required street frontage requirements of new developments needs to be updated.

- Under the current code the developer is required to install the street frontage improvements on all streets adjacent to this development to the ultimate build-out, including
  - Curb and gutter
  - Sidewalk
  - Pavement widening
  - Storm drain facilities (ponds, swales or seepage beds)

- Under the proposed code the developer would be responsible to install the following street frontage improvements on
  - Local roadways
    - Curb and gutter
    - Sidewalk
    - Pavement widening
    - Storm drain facilities (ponds, swales or seepage beds)
  - Collector roadways
    - Sidewalk
    - Turning lanes as called for in a Traffic Impact Study
  - Arterial roadways
    - Sidewalk
    - Turning lanes as called for in a Traffic Impact Study

- The higher impact fees would then be used to construct growth related improvements identified in the capital improvement plan proposed in the impact fees.

REQUEST: Approve the Ordinance amending Title 9 Chapter 3 Section 1 of the Nampa City Code.
ORDINANCE NO._______

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL AMENDING TITLE 9, CHAPTER 3, SECTION 9-3-1, NAMPA CITY CODE, PERTAINING TO MINIMUM IMPROVEMENT REQUIREMENTS FOR DEVELOPMENT AND CONSTRUCTION UPON LAND ADJACENT TO PUBLIC RIGHTS OF WAY; 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 9, Chapter 3, Section 9-3-1, pertaining to minimum improvements required for development and construction upon land adjacent to public rights of way, be amended as follows:

9-3-1: MINIMUM IMPROVEMENTS REQUIRED:

There shall be no development or construction upon land located adjacent to or adjoining unimproved or partially improved public rights of way unless the owner or developer of such land constructs the following minimum improvements upon the public right of way located adjacent to or adjoining such land:

A. For Rights-of-Way Classified as Arterial and Existing Collector Roadways
   1. Sanitary Sewer: Sanitary sewer collection system where it is physically and economically feasible to connect to an existing or proposed public sewer system in accordance with the City’s adopted Sewer Master Plan.
   2. Irrigation System: Irrigation distribution system where it is physically and economically feasible to connect to an existing or proposed public irrigation system in accordance with the City’s adopted Irrigation Master Plan.
   3. Domestic Water System: Domestic water distribution system where it is physically and economically feasible to connect to an existing or proposed public domestic water system in accordance with the City’s adopted Domestic Water Master Plan.
   4. Storm Drainage: Storm drainage facilities designed to handle the required drainage per the City’s adopted Engineering Process and Policy Manual.
   5. Street Improvements:
      a. Sidewalk
      b. Pavement Improvements: Pavement widening or turn lanes as identified by a Traffic Impact Study as required by the City’s Transportation Impact Study Policy.

B. For New Collector Roadways: Located on ¼ section lines
1. **Sanitary Sewer**: Sanitary sewer collection system where it is physically and economically feasible to connect to an existing or proposed public sewer system in accordance with the City’s adopted Sewer Master Plan.

2. **Irrigation System**: Irrigation distribution system where it is physically and economically feasible to connect to an existing or proposed public irrigation system in accordance with the City’s adopted Irrigation Master Plan.

3. **Domestic Water System**: Domestic water distribution system where it is physically and economically feasible to connect to an existing or proposed public domestic water system in accordance with the City’s adopted Domestic Water Master Plan.

4. **Storm Drainage**: Storm drainage facilities designed to handle the required drainage per the City’s adopted Engineering Process and Policy Manual.

5. **Street Improvements**:
   a. Sidewalk
   b. Pavement Improvements: A two lane asphalt roadway and turn lanes as identified by a Traffic Impact Study as required by the City’s Transportation Impact Study Policy.

C. **For Local Roadways**

   1. **Sanitary Sewer**: Sanitary sewer collection system where it is physically and economically feasible to connect to an existing or proposed public sewer system in accordance with the City’s adopted Sewer Master Plan.

   2. **Irrigation System**: Irrigation distribution system where it is physically and economically feasible to connect to an existing or proposed public irrigation system in accordance with the City’s adopted Irrigation Master Plan.

   3. **Domestic Water System**: Domestic water distribution system where it is physically and economically feasible to connect to an existing or proposed public domestic water system in accordance with the City’s adopted Domestic Water Master Plan.

   4. **Storm Drainage**: Storm drainage facilities designed to handle the required drainage per the City’s adopted Engineering Process and Policy Manual.

   5. **Street Improvements**:
      a. Sidewalk
      b. Curb and Gutter

A. **Street Excavation**: Street excavation to finished subgrade and placement of gravel base course and pavement;
B. Curbs And Gutter s: Combination curb and gutter with asphalt patch to match existing asphalt;

C. Sanitary Sewers: Sanitary sewers where it is physically and economically feasible to connect to an existing or proposed public sewer system;

D. Storm Sewers: Storm sewers;

E. Irrigation System: Approved irrigation system;

F. D. Sidewalks: The city may defer the requirements for sidewalk construction provided all of the following conditions are met:
   1. The property is not located on an arterial street;
   2. There is no sidewalk located within three hundred feet (300') of the property, or on the block where development occurs;
   3. The development is a detached, single-family residence;
   4. A Deferral Agreement, running with the land and binding upon the owner and successors will be recorded at the developer's expense which will require the installation of sidewalk at the expense of the owner upon sixty (60) days' notice by the city;
   5. No temporary or permanent structure or landscaping will be added which shall impede the pedestrian access along the area of the future sidewalk.

G. E. Service Connections Placement: All service connections for underground utilities shall be placed to a point in back of any proposed sidewalk line before placing base gravel for the street. (Ord. 2107)

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 _______, 2019.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this ____ day of _______, 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 AMENDING TITLE 9, CHAPTER 3, SECTION 9-3-1, NAMPA CITY CODE, PERTAINING TO MINIMUM IMPROVEMENT REQUIREMENTS FOR DEVELOPMENT AND CONSTRUCTION UPON LAND ADJACENT TO PUBLIC RIGHTS OF WAY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

Section 1: Amends Title 9, Chapter 3, Section 9-3-1, by creating distinct categories of required improvements based on the classification of adjacent roadways.

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 ___ day of ____________, 2019. Ordinance No. ______ was passed by the Council and approved by the Mayor on the ___ day of ____________, 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 _____ day of ____________, 2019, for publication on the _____ day of ____________, 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 ____ day of __________, 2019.

Mark Hilty, Attorney for City of Nampa
BID AWARD
Locust Lane Irrigation Supply Project
Well House & Components Bid Phase
(As approved in FY19 Budget)

• As part of the Public Works Asset Management Program and according to the 2014 Irrigation System Master Plan, Engineering identified the need to construct a new groundwater supply source to the pressure irrigation system in southwest Nampa.

• This project includes the completion of a well house, pump, motor, piping and electrical components and will complete all phases of this project. The production well was completed in September with a 24-hour test providing a minimum of 1250 gpm from the testing period (Exhibit A). Water right approval with IDWR is finalized.

• The City received three (3) bids. Irminger Construction is the lowest responsive bidder at $728,697.00 (See Exhibit A).

• Estimated costs are summarized below:

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>Consulting</td>
<td>$245,554</td>
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<tr>
<td>Property, Test Well (complete)</td>
<td>$139,188</td>
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<tr>
<td>Production Well (complete)</td>
<td>$177,152</td>
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<tr>
<td>Well House &amp; Components</td>
<td>$728,697</td>
</tr>
<tr>
<td>Total</td>
<td>$1,290,591</td>
</tr>
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</table>

• Approved budget for the project comes from FY19 + FY18 rollover funds in the amount of $589,285. Additional funds are needed as the well pump quote increased, SCADA was added from original estimate, larger gravel area for fire access & electrical cost increase. Staff has identified use of budgetary contingency, and removal of one smaller project, Birch Irrigation Pipe project, as the source for additional funds needed.

<table>
<thead>
<tr>
<th>Description</th>
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<tr>
<td>Funding FY18</td>
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<tr>
<td>Funding FY19</td>
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<tr>
<td>Contingency, Birch Irrigation Pipe Project</td>
<td>$139,412</td>
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<tr>
<td></td>
<td>$1,290,591</td>
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</tbody>
</table>

• Keller Associates and staff have reviewed the bids and recommend award to Irminger Construction.
REQUEST: Council award bid and authorize Mayor to sign contract for Locust Lane Irrigation Supply Project Well House & Components with Irminger Construction in the amount of $728,697.00.
February 20, 2019

Mr. Mark David
City of Nampa
411 2nd St. South
Nampa, Idaho 83651

Re: Bid Analysis and Recommendation for Award
City of: Locust Lane Irrigation Supply and Pipeline – Well House

Dear Mr. David:

I am writing you to summarize our evaluation and recommendation to award the above-referenced project. Three (3) bids were received on February 20, 2019, from the following contractors: BriCon, Inc.; Cascade Enterprises; and Irminger Construction. The bid tabulation is attached for your reference.

Irminger Construction is the low bidder, with a total bid of $728,697.00. We have reviewed their bid forms and find their bid to be responsive to the requirements of our bid documents. Keller Associates recommends that the City award the project to Irminger Construction in the amount of $728,697.00 contingent on City Council approval.

Please call if you have questions or need additional information.

Sincerely,

KELLER ASSOCIATES, INC.

Jordan Crane, PE
Project Engineer

Enclosure (Bid Tabulation)
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<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Est. Qty.</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<td>$788,900.00</td>
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<td>$728,697.00</td>
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City of Nampa - Locust Lane Irrigation Supply and Pipeline - Well House
February 20, 2019 @ 2:00 PM
Bid Opening
LEGISLATURE OF THE STATE OF IDAHO
Sixty-fifth Legislature
First Regular Session - 2019

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 217

BY REVENUE AND TAXATION COMMITTEE

AN ACT

RELATING TO THE LOCAL ECONOMIC DEVELOPMENT ACT; AMENDING SECTION 50-2905A, IDAHO CODE, TO REVISE A PROVISION REGARDING AN ELECTION, TO PROVIDE FOR CERTAIN IMPROVEMENTS, TO DEFINE A TERM, TO REVISE A DEFINITION, AND TO MAKE A TECHNICAL CORRECTION; AND DECLARING AN EMERGENCY.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Section 50-2905A, Idaho Code, be, and the same is hereby amended to read as follows:

50-2905A. ELECTION NECESSARY FOR EXPENDITURES ON CERTAIN PROJECTS. (1) Notwithstanding any other provision of this chapter, on and after July 1, 2016 the effective date of this act, it shall be unlawful for an urban renewal agency to expend revenue collected under this chapter on project costs when the amount of revenue collected under this chapter contributes to fifty-one percent (51%) or more of the total project cost and the project is for construction or remodel of a municipal building that will not be subject to property taxation or, or a multipurpose sports stadium complex, unless such construction project is first approved in an election by sixty-five percent (65%) of the participating qualified electors residing within the borders of the qualified municipality. An election pursuant to this section shall be in accordance with the provisions of chapter 1, title 34, Idaho Code. The provisions of this subsection shall not apply to infrastructure or belowground improvements necessary or ancillary to a municipal building constructed or remodeled pursuant to this subsection including, but not limited to, water, sewer, storm drainage, electrical, natural gas, telecommunication, or other similar systems and lines, streets, roads, curbs, gutters, sidewalks, walkways, parking, or unoccupied auxiliary structures.

(2) For purposes of this section, the following terms shall have the following meanings:

(a) "Multipurpose sports stadium complex" means a place or venue for outdoor sports, concerts, or other events that consists of a field or stage either partly or completely surrounded by a tiered structure designed to allow spectators to stand or sit and view the event.

(b) "Municipal building" means only a structure owned, leased, or operated by a municipality for the public's benefit that is not subject to property taxation. Municipal buildings include, but are not limited to, an administrative building, city hall, library, courthouse, public safety or law enforcement buildings, other judicial buildings, fire stations, jails, and detention facilities.

(bc) "Project costs" shall have the same meaning as provided in section 50-2903(14), Idaho Code.
SECTION 2. An emergency existing therefor, which emergency is hereby declared to exist, this act shall be in full force and effect on and after its passage and approval.
PLANNING & ZONING DEPARTMENT

Before the Nampa City Council
Meeting of 4 March, 2019

PUBLIC HEARING ITEM

STAFF REPORT

Analyst: Kristi Watkins
Applicant(s)/Representative(s): Dale Tackett, Homeowner
File(s): VAR-064-2019
Project Name/Type: Variance for Fence Height at 1907 S Elder St, Nampa

Requested/Needful Action Approval(s)/Recommendation(s) [1 total]:

Obtain a Variance for the fence height requirements pursuant to Nampa Zoning Ordinance Section 10-1-8: D1), Mr. Tackett has constructed a seventy-two (72) inch (6’) high solid/closed non-vision fence from the front of his dwelling to within approximately 12’ of the front property line and requests that it be allowed to remain for the property listed below...

Pertaining to: 1907 S Elder Street, Nampa
A .314-acre portion of land identified as Parcel # R2521400000 located in the P & F Thompson Sub Lot 4 Block 2, Section 34, T3N, R2W, BM, Canyon County (hereinafter the “Property”)...

GENERAL SITE INFORMATION

Existing Zoning: RS6 (Single-Family Residential) Zone

Surrounding Zoning & Land Uses:
North- RS6; residential
South- RS12; residential
East- RS6; residential
West- RS8.5; residential

Public/Agency Comment or Correspondence: Email from City Nampa Code Enforcement Department, authored by Carol Shackelford, states that there are two (2) cases currently open on this property and Mr. Tackett is working with Code Enforcement to bring his property into compliance. (One of the two noted cases is in reference to the fence height in question with this application). Other agencies responded with no comment or issue with this request.
CONCLUSIONS OF LAW & FINDINGS OF FACT

Whether the Council votes to deny or approve the Variance request, the statements cited in this report as being from 10-24-2 below, in bold type, are the Conclusions of Law that must be used and supported by further Findings of Fact to either justify approval or denial of the request.

Applicable Regulations: Chapter 1-8 address fences and walls. Chapter 24 sets forth criteria to use when reviewing (a) Variance request(s).

CODE REGULATIONS

Fences and Walls for Residential Districts (10-1-8-D):
1. Interior Lots: Solid/closed non-vision perimeter fences up to a height of thirty-six inches (36"), or open vision fences to a height of forty-eight inches (48"), may be built in the required front yard (setback area) from the setback line/mark to the inside of an existing sidewalk or to the inside of a proposed, future sidewalk.

Perimeter fences up to a height of seventy-two inches (72") may be built from a point behind the front of the dwelling unit to and along the rear property line...

Variance Purpose Statement (10-24-1):
"The Council is empowered to grant variances in order to prevent or to lessen such practical difficulties and unnecessary physical hardships inconsistent with the objectives of zoning as would result from a literal interpretation and enforcement of certain of the 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 showing of undue hardship because of 1) special characteristics applicable to the site which deprive it of privileges commonly enjoyed by other properties in the same zone or vicinity, and 2) the 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 location or traffic conditions.

Variances are not intended to allow something that others do not have a permitted right to do so. 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."

10-24-2: ACTION:

A) The Council may grant a Variance with respect to 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 makes the following findings (read, "Conclusions of Law"):

1. Literal interpretation and enforcement of the regulation would [would not] result in a practical hardship or unnecessary physical hardship inconsistent with the objectives of the zoning ordinance for the property.

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 [would not] deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district.

4. Granting of the variance [will] will not constitute a grant of special privilege inconsistent with the limitations on other properties and improvements in the vicinity.

5. Granting of the variance [will] will not be detrimental to public health, safety or materially injurious to properties or improvements in the area.

Additionally, "[t]he Council may grant variances for the waiver of required front yards, fences, walls or hedges, based on a substitute plan which provides equal safety or aesthetics qualities by other means. The substitute plan must:

1. Provide adequate vision clearances for vehicles, both those passing on the street and those leaving the development site; and,

2. Not be detrimental to the public health, safety or welfare, or be materially injurious to properties or improvements in the vicinity.

ANALYSIS

This is a request for a Variance in order to obtain permission to keep a six foot high (72") non-vision fence in place where it extends beyond the front corner of the dwelling unit into the front yard along the interior lot line. (Code listed above states..."Perimeter fences up to a height of seventy-two inches (72") may be built from a point behind the front of the dwelling unit...").

The applicant has noted in a letter attached to the Variance application form, that he would like to keep a screening fence to provide privacy and safety between the neighbors.

According to Code Enforcement, this fence was reported by the neighbor, but seems appropriate to maintain the height of the fence to reduce interaction between the neighbors. After the complaint was made in January of this year, the applicant obtained a fence permit from the city and began the process of applying for this variance.

Upon inspection, the location of the fence on the interior property line is located approximately 12' from the front property line and does not encroach into the required 7 3/4' vision triangle for the applicant's or neighbor's driveways.

The setback of the fence as proposed and the benefits of leaving it in place are not of great concern to city staff.

CONDITION(S) OF APPROVAL

Should the Council vote to approve the Variance Permit, the following draft Approval Condition(s) is/are proposed for consideration:

1. Comply with any other applicable agency (e.g., City Building Safety, City Engineer, Southwest District Health, Fire Department, etc.) requirements as they may pertain to the Variance request.

ATTACHMENTS

- Application pages
- Agency Comment(s)
- Vicinity/zoning map(s)
- Digital photo(s)
APPLICATION FOR VARIANCE
PLANNING AND ZONING DEPARTMENT
411 3rd STREET S, NAMPA, IDAHO 83651 P: (208) 468-4487 F: (208) 465-2261
Nonrefundable Fee: $255.00

Applicant Name: DALE S. TACKETT
Street Address: 1907 S. Elder St
City: Nampa State: ID Zip code: 83680

Home Number
Mobile Number: 208-250-4506
Email

Property Owner Name: DALE S. TACKETT
Street Address: 1907 S. Elder St
City: Nampa State: ID Zip Code: 83680

Home Number
Mobile Number
Email

Applicant’s interest in property: (X) Own ( ) Rent ( ) Other

ADDRESS OF SUBJECT PROPERTY: 1907 S. ELDER ST, NAMPA, ID 83680

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. (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):

To Leave a 6’ Vinyl Fence
between the 2 Homes. Safety Issue between Two Neighbors (Dwattach)

Dated this 25th day of Jan, 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 present to answer
any questions.

A variance shall not be considered a right or a privilege, but will only be granted upon showing that

1. Special characteristics of the site, which deprive it of privileges commonly enjoyed by other properties in the same zone or
vicinity,

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- 064 - 2019
PROJECT NAME: Fence Variance

12/11/13 Revised
THIS APPLICATION IS TO REQUEST FOR A VARIANCE OF A 6' VINYL FENCE IN BETWEEN 1907 S ELDER ST. AND 1915 S ELDER ST. NAMPA, ID 83686. BECAUSE OF A SAFETY ISSUE FROM THE SON (RUSSEL WOLF) OF THE HOME OWNERS (DAVID AND JEANETTE WOLF) AT 1915 S ELDER ST, NAMPA, ID. 83686 WHOM HAS HARRASSED THE TACKETTS (DALE AND BECKY) FOR SEVERAL YEARS (14) AND WILL NOT LEAVE US ALONE IN OUR HOME AND ON OUR PROPERTY. WE FEEL UNSAFE IN OUR HOME AND HAS CHANGE OUR QUALITY OF LIFE BY HARASSING US ON OUR OWN PROPERTY. HE HAS THREATENED OUR LIVES. HE HAS STATED THAT "HE WANTED TO SEE US DIED". WE FEEL THREATENED TO EVEN SET ON OUR FRONT PORCH, ALONE OR WITH OTHER FRIENDS VISITING. RUSSELL SEEMS TO REPAIR HIS VEHICLE ENGINES IN THE DRIVEWAY SEVERAL TIMES A YEAR, AND THIS IS RIGHT OUT OUR FRONT DOOR, AT ALL HOURS OF THE DAY AND NIGHT. WE HAD A CONTRACTOR INSTALL A 6' VINYL FENCE BETWEEN THE HOME FOR 60 ', FROM 25' BACK OFF THE ASPHALT ROAD TO THE BACK OF OUR HOME AS A LAST RESORT OF DEFENDING OUR PROPERTY AND PRIVACY. HE GETS MAD AND KICKS ROCKS ALL OVER OUR LAWN AND VEHICLES. HE HAS THREATENED TO BREAK OUR HOME AND VEHICLE WINDOWS. WE FEEL THREATENED AS THIS PERSON STAND IN HIS DRIVEWAY AND GLARES AND CUSSES AT US UP AND DOWN. (WITNESSED BY 2 NEIGHBORS AT THEIR HOMES ACROSS ELDER ST. (LESTER GRIMM AND TIM MAUGER) SO, AT THIS TIME WE ASK FOR THE VARIANCE TO LEAVE OUR FENCE AT 6' HEIGHT BETWEEN THE PROPERTY'S TO AVOID EYE CONTACT WITH THIS PERSON.

WE THANK YOU FOR CONSIDERING THIS REQUEST.

DALE AND BECKY TACKETT
1907 S ELDER ST
NAMPA, ID 83686
6. Screening Sport Venues: Fences utilized to screen playing fields, ball diamonds, tennis or basketball courts shall be exempt from the height regulations of this section (but not from setback or vision clearance requirements) provided they are considered to meet typical industry standards in terms of height and type and method of construction.

7. Materials and Appearance: Fences shall be constructed using common fencing materials commercially available. Fences shall be constructed such that one material (e.g., wood, vinyl, metal) is used throughout and its color(s), pattern, and composition are consistent. Slats inserted into chainlink fences shall be wide enough to completely fill the gaps they are inserted into/through. Slats inserted into chainlink fences shall be oriented vertically or diagonally. Chainlink fences shall have top rails. (Ord. 3211, 4-7-2003)

D. Residential Districts (Including RP Zoned Properties Whereon a Residential Use, Like A House, Is Located or Proposed to Be Located):

1. Interior Lots: Solid/closed nonvision perimeter fences up to a height of thirty-six inches (36"), or open vision fences to a height of forty-eight inches (48"), may be built in the required front yard (setback area) from the setback line/mark to the inside of an existing sidewalk or to the inside of a proposed, future sidewalk.

Perimeter fences up to a height of seventy-two inches (72") may be built from a point behind the front of the dwelling unit to and along the rear property line. In no case shall solid/closed vision type fences exceeding thirty-six inches (36") in height be built across the front of a residence between side property lines unless approved via issuance of a variance permit. Solid fences higher than thirty-six inches (36") or open vision fences higher than forty-eight inches (48") may link a fence that runs along a side property line to a house or accessory building but must be kept behind the front wall of the main dwelling and/or attached garage or carport.

2. Corner Lots: Solid/closed nonvision perimeter fences to a height of thirty-six inches (36"") or open vision perimeter fences to a height of forty-eight inches (48") may be built in the front yard setback area up to the inside of an existing sidewalk or to the inside of a proposed future sidewalk. A perimeter fence up to seventy two inches (72") in height may only be built along the side property lines adjacent an interior lot from the front of the dwelling unit to and along the rear property line, provided that no fence which exceeds thirty six inches (36") in height may be erected in a vision clearance triangle.

Perimeter fences may be built to a height of seventy two inches (72") along the side street of corner lots starting at a point fifty feet (50') away from the back of curb of the street in front of the property to and along the rear property line provided the following conditions are complied with:

a. A seven and one-half foot (7 1/2') vision triangle is maintained when the rear property line abuts an alley or drive approach.

3. Private Covenants, Codes and Restrictions: Recognizing that many subdivisions/properties have private covenants, codes and restrictions that in part govern the type, placement, height and appearance of fences, a fence permit as issued by/from the city of Nampa shall not be construed to be an abrogation of a property owner's responsibility to comply with pertinent, private covenants. The city of Nampa, accordingly, shall undertake no efforts to enforce any fence provisions stated in private covenants, but shall only enforce the fence code as contained within this title and chapter. (Ord. 3805, 7-21-2008)
Good Morning Shelli,

We have 2 cases open on the property. Mr. Tackett and I are working through them to bring the property into compliance.

Thanks!

Good Morning Carol,

Did you have anything you wanted added to the Staff report for the Variance application at 1907 S Elder?

Thank you & Have a great day!
Date: February 25, 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 – Fence Height

Applicant: Dale Tackett

Applicant Address: 1907 So. elder Street, Nampa, Idaho 83686

Owner: Dale Tackett

Owner Address: 1907 So. elder Street, Nampa, Idaho 83686

Parcel Address: 1907 So. elder Street, Nampa, Idaho 83686

VAR-00064-2019 for the February 20, 2019 City Council Meeting

The Engineering Division does not oppose the granting of this variance request.
Good Morning Shellie,

Nampa Highway District #1 has no comment.

Thank you,

Eddy

---

Good Morning Everyone! 😊

Re: Fence Code Section 10-1-8 (D) (VAR-00064-2019)

Dale Tackett, 1907 S. Elder St. has requested a Variance to the City of Nampa Zoning Ordinance Fence Code Section 10-1-8 (D) 1. which stats that only solid/closed non-vision fences up to a height of thirty-six (36") may be built in the required front yard (setback area) from the setback line/mark to the inside of an existing sidewalk or to the inside of a proposed, future sidewalk. Mr. Tackett has constructed a 72" high solid/closed non-vision fence from the front of his dwelling to within approximately 12' of the front property line and has asked that it be allowed to remain. He indicates that there are unique site and other circumstances between him and his neighbor that justify the fence remaining in the front setback area at the 72" height.

The Variance application is scheduled as a public hearing item on the City Council agenda of March 04, 2019.

Please find attached the VAR-00064-2019 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) prior to February 20, 2019.

Thank you & Have a great day!
Building Department has no conditions or objections to this variance.

Re: Fence Code Section 10-1-8 (D) (VAR-00064-2019)

Dale Tackett, 1907 S. Elder St. has requested a Variance to the City of Nampa Zoning Ordinance Fence Code Section 10-1-8 (D) 1. which stats that only solid/closed non-vision fences up to a height of thirty-six (36") may be built in the required front yard (setback area) from the setback line/mark to the inside of an existing sidewalk or to the inside of a proposed, future sidewalk. Mr. Tackett has constructed a 72" high solid/closed non-vision fence from the front of his dwelling to within approximately 12’ of the front property line and has asked that it be allowed to remain. He indicates that there are unique site and other circumstances between him and his neighbor that justify the fence remaining in the front setback area at the 72” height.

The Variance application is scheduled as a public hearing item on the City Council agenda of March 04, 2019.

Please find attached the VAR-00064-2019 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) prior to February 20, 2019.

Thank you & Have a great day!
February 15, 2019

Shellie Lopez
City of Nampa
411 3rd Street South
Nampa, Idaho 83651

VIA EMAIL

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<tr>
<td>Project Name</td>
<td>FENCE CODE SECTION 10-1-8 (D)</td>
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<tr>
<td>Project Location</td>
<td>1907 South Elder Street, east of SH-45 milepost 25.5</td>
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<tr>
<td>Project Description</td>
<td>A variance request for Fence Code Section 10-1-8 (D) to deviate from the three feet high mandated solid/closed non-vision fence to six feet high and allow a newly constructed six foot high fence between two properties to remain in place.</td>
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<tr>
<td>Applicant</td>
<td>Dale S. Tackett</td>
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The Idaho Transportation Department (ITD) reviewed the referenced variance application and has the following comments:

1. This project does not abut the State highway system.

2. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.

3. The Idaho Administrative Procedures Act (IDAPA) 39.03.60 governs advertising along the State highway system. The applicant may contact Justin Pond, Right-of-Way Section Program Manager, at (208) 334-8832 for more information.

4. ITD does not object to the variance request as presented in the application.

If you have any questions, you may contact Ken Couch at (208) 332-7190 or me at (208) 334-8338.

Sincerely,

Sarah Arjona
Development Services Coordinator
Sarah.Arjona@itd.idaho.gov
February 12, 2019

Norman L. Holm, Planning Director
City of Nampa
411 3rd Street South
Nampa, ID 83651

RE: VAR-00064-2019/ Fence Variance; 1907 S. Elder Street

Dear Norm:

Nampa & Meridian Irrigation District (NMID) has no comment on the above-referenced application, as no facilities are impacted.

All private laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site, NMID will need to review drainage plans. The developer must comply with Idaho Code 31-3805.

Please feel free to contact me with any further questions.

Sincerely,

David T. Duvall
Crew Foreman
Nampa & Meridian Irrigation District
DTD/ gnf

Cc: Office/ file
Variance to allow a 72" (6 foot) solid fence to within 12 feet of the front property line

Visit Planning & Zoning at cityofnampa.gov for more info.

VAR-00064-2019 2/11/2019

For illustrative purposes only
Planning & Zoning Department

Before the Nampa City Council
Meeting of March 4, 2019

STAFF REPORT – PUBLIC HEARING

Appeal of Planning and Zoning Commission denial of a Conditional Use Permit (CUP 129-18) for a 72-Unit Apartment Project in a BC (Community Business) Zoning District at 16056 N. Merchant Way for James R. Wylie (APL 008-19).

Applicant/Owner: James R. Wiley
File No’s: APL 008-19 and CUP 129-18

Prepared by: Norman L. Holm
Date: February 27, 2019

Purpose: For a 72-Unit Apartment Project

Planning and Zoning Commission Decision: The Planning and Zoning Commission found the following concerning the CUP application:

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.

Consequently, the Commission concluded to deny the requested Conditional Use Permit for a 72-Unit Apartment Project. The Commission expressed concern over the apartments in relation to their location and compatibility with the adjoining Machine Shop adjacent to the east at 16050 North Merchant Way. The Commission considered the testimony of the Machine Shop owners concerning the noise and other disruptions emanating from their property being incompatible with residential apartment living on the proposed apartment property.
GENERAL INFORMATION

Status of Applicant: Owner

Existing Zoning: BC (Community Business)

Location: 16056 N. Merchant Way

Size of Property: A 3.06-acre portion of the SW ¼ of the SW ¼ of Section 9, T3N, R2W, BM or 133,294 sq. ft. parcel

Surrounding Land Use and Zoning:
North- Treasure Valley Market Place, BC
South- Interstate 84 then Industrial uses, BC then IL (Light Industrial)
East- Advantage Machine and Hydraulic, IL
West- Interstate 84 then Industrial uses, BC then IL

Comprehensive Plan Designation: General Commercial


Applicable Regulations:

Section 10-25-13: ACTION ON APPEALS BY COUNCIL: The council, at the next duly held meeting, shall set a date and time for a public hearing on any appeal of the planning and zoning commission's grant of a CUP and notify affected parties and property owners within three hundred feet (300') of the property made the subject of the appeal. The commission or planning staff shall submit to the council a report setting forth reasons for the commission's action. Alternatively, members of the commission shall be present at the council's public hearing to represent the commission's position on the matter. The council, after said public hearing, shall render its decision within fifteen (15) calendar days after the filing of such appeal. The council may by resolution affirm, reserve or modify any decision, determination or requirements of the commission, but before granting any item which was denied by the commission or before changing any of the conditions imposed by the conditions in the use permit, the council shall make written findings of facts setting forth wherein the commission findings were in error. (Ord. 4282, 9-19-2016)

Section 10-5-2 SCHEDULE OF DISTRICT LAND USE CONTROLS allows Apartments by conditional use permit in BC districts. Chapter 25 sets forth the criteria of approval. These criteria require that the use be compatible with and not adversely affect the livability or appropriate development of the surrounding neighborhood.

Description of Existing Land Use: Vacant land available for development.

Description of Proposed Land Uses: The applicant proposes to construct a 72-Unit Apartment Project consisting of three 24-unit 3 story buildings; including fifty-four 2-bedroom 2 bath units; nine 3-bedroom 2 bath units; and nine 1 bedroom 1 bath units.

Parking: The project info indicates 144 regular parking spaces with 3 handicapped spaces for a total of 147. It appears that at least 50% of the parking would be covered.
SPECIAL INFORMATION

Public Utilities:
12" water main along the northerly property boundary, 12" water main along the southerly property boundary
10" sewer main along the northerly property boundary
16" irrigation main along the northerly property boundary

Public Services: All available.

Transportation: The Apartment complex proposes access from N. Merchant Way on the south and also further to the west.

Physical Site Characteristics: Undeveloped, vacant lot.

Environmental: Apartments are ideally located within proximity of commercial/industrial employment areas and arterial streets.

Aesthetics/Landscaping: The apartment project proposes to be aesthetically attractive and landscaped compatible with the commercial, professional, and health care facilities located in the area (see attached drawings from the applicant).

Public input: Owners and employees of Advantage Machine and Hydraulic (16050 N Merchant Way) attended the January 23, 2019 Planning and Zoning Commission public hearing expressing opposition to the apartment complex based on possible noise and unsightly complaints, and possible thefts and property damage from adjacent apartment dwellers.

No written correspondence has been received from any area property owners, businesses or residents either for or against the construction of the Apartment project at the subject location.

STAFF FINDINGS AND DISCUSSION

The location is reasonable for an Apartment Project because of its' proximity to commercial, industrial, professional, and health care facilities in the area. From a land use standpoint, the location is shown on the comprehensive plan for general commercial land use and the requested Apartment Project use is an eligible conditional use in the BC zone.

With regards the conditional use permit, use of the property for an Apartment Project could be compatible with the surrounding commercial and professional neighborhood with the establishment of specified conditions of approval designed to mitigate the concerns of adjacent industrial property owners.

If the City Council votes to uphold the Planning and Zoning Commission denial of the CUP, the following findings are recommended:

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.

If the City Council votes to grant approval of the appeal and approve the CUP, the following findings are recommended:

1) The location, size and design of the proposed 72-Unit Apartment Project will be reasonably compatible with and not adversely affect the livability or appropriate development of the surrounding neighborhood if the below conditions are required.

2) The location, design, and site planning of the proposed 72-Unit Apartment Project will be as attractive as the nature of the use and its location and setting warrants.

3) The proposed 72-Unit Apartment Project will enhance the successful operation of the surrounding area in its basic community function and provide an essential service to the community.

SUGGESTED CONDITIONS OF APPROVAL

If the City Council votes to grant approval of the appeal and approve the CUP, the following Planning and Engineering conditions are recommended:

1) The applicant shall install a solid CMU block wall and evergreen landscape screen adjacent the easterly property line to mitigate concerns raised by the adjacent machine shop business.

2) The applicant shall provide lease agreement notice to apartment tenants regarding possible noise and unsightly appearance of the existing adjacent machine shop business on the east.

3) All requirements of the Nampa fire and building departments regarding apartment use shall be satisfied.

4) The conditional use permit is issued for the life of the buildings as apartments.

5) Applicant will be required to do frontage improvements including, but not limited to, curb, gutter, road widening, and sidewalk.

6) At time of permit application and issuance, owner will pay the standard applicable fees.

ATTACHMENTS

1) Application (Pages 5-6)

2) Planning and zoning commission hearing minutes (Page 7-9)

3) Zoning and location map (Page 10)

4) Aerial view of parcel and neighborhood (Page 11)

5) Legal description (Page 12)

6) Concept site plan, landscape plans, floor plan and exterior elevations (Pages 13-17)

7) Agency and other correspondence (Page 18+)
APPLICATION FOR APPEAL
PLANNING AND ZONING DEPARTMENT
411 3RD STREET S., NAMPA, IDAHO 83651 P: (208) 468-4487 F: (208) 465-2261
Nonrefundable Fee: $239.00

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<tr>
<td>James R. Wiley</td>
<td>208-939-125-3</td>
<td>1676 N. Merchant Way</td>
<td>208-870-5780</td>
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Nonrefundable Fee: $239.00

I (we) James R. Wiley, hereby appeal the decision of the Nampa City:

X Planning & Zoning Commission   □ Planning Director   □ Design Standard Committee
□ Historic Preservation Commission □ Design Standard Staff   □ Other

File Number: CUP - 129-18    Address: 1605 N. Merchant Way
Specific Action Being Appealed: Planning and Zoning CUP denial

Grounds for Appeal
1. Apartments are compatible with zoning and site per staff findings.
2. Project proximity to commercial/retail/health care are a good fit.
3. Landscaping and fencing can mitigate noise concerns

Appeals
□ Appeal of an Administrative Decision to the Planning & Zoning Commission or Design Standard Committee
□ Appeal of a Design Standard Committee Decision to the Planning & Zoning Commission.
X Appeal of a Planning & Zoning or Historic Preservation Commission decision to City Council.

Notes
1. If the reasons for the appeal are resolved prior to the appeal hearing, please contact the Planning Staff at 468-5497.
2. The only topics which may be discussed during the appeal hearing are the specific reasons for the appeal as stated in the application.
3. Neighborhood groups are encouraged to elect a spokesperson for appeals that are supported by numerous residents of the project to avoid a duplication of testimony.

Signature of Appellant/Representative: [Signature]
Date: 2-5-19

OFFICE USE ONLY
If the appellant is not the applicant, the applicant must be contacted immediately following the acceptance of this appeal.

Applicant contacted on DATE by ZONING REPRESENTATIVE. Appeal is by applicant.

FILE NUMBER: APL - 08 - 2019 PROJECT NAME Multi-Family Apartments BC
APPLICATION FOR CONDITIONAL USE PERMIT
PLANNING AND ZONING DEPARTMENT
411 3RD STREET S., NAMPA, IDAHO 83651 P: (208) 468-4487 F: (208) 465-2261

Nonrefundable Fee: $234.00 (1 acre or less) Nonrefundable Fee: $463.00 (more than 1 acre)

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</tr>
</thead>
<tbody>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Applicant’s interest in property: (X) Own ( ) Rent ( ) Other

ADDRESS OF SUBJECT PROPERTY: 16056 W. Merchant Way

Please provide the following REQUIRED DOCUMENTATION to complete the CUP
☑ A copy of one of the following: Warranty Deed ☐ Proof Of Option ☐ Earnest Money Agreement
☑ A sketch drawing of the site & any adjacent property affected, showing all existing & proposed
locations of streets, easements, property lines, uses, structures, driveways, pedestrian walks, off-street
parking & off-street loading facilities and landscaped areas, preliminary or final building plans & building
elevations, together with any other information considered pertinent to the determination of this matter.
☑ 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 (or attach a letter stating) the reason for the proposed Conditional Use Permit: We are
requesting a multi-family, apartments use on this property

Dated this 12th day of December, 2018

NOTICE TO APPLICANT

This application will be referred to the Nampa Planning Commission for its consideration. The Planning Commission shall hold a
public hearing on the application and it shall be granted or denied. Notice of public hearing must be published in the Idaho Press-
Tribune 15 days prior to said hearing. Notice shall also be posted on the premises not less than 1 week prior to the hearing. Hearing
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 hearing and should be present to answer any questions.

If a Conditional Use Permit is granted by the Planning Commission, it shall not become effective until after an elapsed period of 15
days from the date of Planning Commission action. During this time any interested person may appeal the action to the City Council.
You will be notified of any pending appeals.

If the conditional use permit is denied by the Planning Commission, you may appeal the decision to the City Council within 15 days
from the date such action is taken by the Planning Commission. At the time the Conditional use permit becomes effective you will be
sent a document which constitutes an official "Conditional Use Permit". This document will enumerate the conditions attached to the
issuance of the permit and state the consequences of failure to comply.

OFFICE USE ONLY
FILE NUMBER: CUP - 129 - 2018 PROJECT NAME Multi-Family

12/11/13 Revised
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 thefts.

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.
Conditional Use Permit for a 72-Unit Apartment Project in a BC Zone

16056 N. Merchant Way

Visit Planning & Zoning at cityofnampa.org for more info.

1/4/2019

For illustrative purposes only
A parcel of land situate in the southwest quarter of the southwest quarter of Section 9, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, being more particularly described as follows:

Commencing at a brass cap marking the west sixteenth-section corner on the south line of Section 9, Township 3 North, Range 2 West, Boise Meridian; Thence N00°04'27"W, 1332.43 feet along the east line of the southwest quarter of the southwest quarter of said Section 9 to the northeast corner of the southeast quarter of the southwest quarter of the southwest quarter of said Section 9; Thence N89°55'19"W, 330.28 feet along the north line of the southeast quarter of the southwest quarter of said Section 9 to a found 5/8" rebar, the POINT OF BEGINNING:

Thence S00°07'18"E, 500.58 feet to a found 1/2" rebar on the north right-of-way line of Midland Boulevard;

Thence N86°22'56"W, 69.42 feet along the said north right-of-way line to a set 5/8" rebar;

Thence 354.90 feet on a non-tangent curve to the right having a radius of 6225.20 feet, a central angle of 3°15'59", a chord bearing of N47°25'43"W, and a chord distance of 354.85 feet, along the said north right-of-way line to a found 5/8" rebar;

Thence N00°00'55"W, 256.59 feet to a found 5/8" rebar;

Thence S89°55'19"E, 330.28 feet along the north line of the southeast quarter of the southwest quarter of the southwest quarter of said Section 9 to the POINT OF BEGINNING.

The above-described parcel contains 3.06 acres, more or less.

Subject to a drainage easement and any other easements or rights-of-way of record of apparent.
EXISTING CONSISTS OF 3 BUILDINGS, EACH 3 STORIES IN HEIGHT. CONSISTING OF A TOTAL OF 72 RESIDENTIAL UNITS.

THE PROPERTY OWNER OWNS THE SACRED TRIANGULAR PARCEL WHICH IS IDENTIFIED FOR A PHASE OF FUTURE PORTION OF THE PROJECT WHICH WILL ACCOMMODATE 12 UNITS.

REQUIRED PARKING = (2) PER UNIT + 1 HANDICAP STALL PER BUILDING = 72 UNITS = 147 PARKING STALLS REQUIRED

- 12- 2 BEDROOM, 2 BATHROOM UNITS
- 16- 1 BEDROOM, 1 BATHROOM UNITS
- 22- 2 BEDROOM, 1 BATHROOM UNITS

ZONING DEPARTMENTS:
- BC UNITS
- (s) 2-BEDROOM, 2-BATHROOM UNITS
- (9) 1-BEDROOM, 1-BATHROOM UNITS
- (9) 1-BEDROOM, 2-BATHROOM UNITS

PROJECT VICINITY

PERSPECTIVE VIEW FROM N. MERCHANT WAY
NOTES: ALL LANDSCAPE AREAS TO BE MAINTAINED TO SIMILAR QUALITY STANDARDS AS THE NEWLY PLANTED TREES, SHRUBS, AND FLOWERED PLANTS. IRIGATION TINES DESIGN TO BE BUILT BY LANDSCAPE CONTRACTOR.

1. 12 UNITS TO BE BALLED AND BURLAPED. SEE DETAIL ON SHEET FOR BURRINAL METHOD.
2. 3" MINIMUM OF REGULAR GRASS SOIL TO BE DISTRIBUTED ON SHOE UNDERLAWNING.
3. PROVISION TO BE MADE FOR A 3' DRAINAGE PLESS AT EACH TREE TO ALLOW FOR COTTONWALL OR OTHER APPROVED METHOD TO BE USED FOR DRAINAGE CONTROL.
4. PROVISION TO BE MADE TO SUPPORT TREE AND SHRUB PLANTS ON TIGHTLY FITTED, 2" X 2" WOOD STAKES. ON ALL PLANTS, PLANTS THE SIZE OF ROOT BALL.
5. PROVISION TO BE MADE TO PROVIDE TIES TO SUPPORT TREE AND SHRUB PLANTS ON TIGHTLY FITTED, 2" X 2" WOOD STAKES. ON ALL PLANTS, PLANTS THE SIZE OF ROOT BALL.
6. TREE PLANTING LANDSCAPE LEGEND

<table>
<thead>
<tr>
<th>COMMON NAME</th>
<th>SCIENTIFIC NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>CRIMEAN POME gr.</td>
<td>Prunus domestica</td>
</tr>
<tr>
<td>CAROLINA HAWKWEED</td>
<td>Hieracium pilosella</td>
</tr>
<tr>
<td>SWEET PEA</td>
<td>Lathyrus odoratus</td>
</tr>
<tr>
<td>BABY'S BREATH</td>
<td>Statice elegans</td>
</tr>
<tr>
<td>FLEABANE</td>
<td>Erigeron anethoides</td>
</tr>
<tr>
<td>FEATHER GRASS</td>
<td>Chasmanthium laevigatum</td>
</tr>
<tr>
<td>STELLA-STAR CORN</td>
<td>Perovskia atriplicifolia</td>
</tr>
<tr>
<td>CHARMING LADY</td>
<td>Heliangelium x erysimum</td>
</tr>
<tr>
<td>STANDARDS</td>
<td>Hesperis matronalis</td>
</tr>
<tr>
<td>GRASSES</td>
<td>Festuca glauca</td>
</tr>
<tr>
<td>MULCH</td>
<td>Oxytropis punicea</td>
</tr>
</tbody>
</table>

THE PLANTING OF ALL TREES TO BE MADE BY THE OWNER PRIOR TO APLICATION OF THE TRENDS TO THE MANUFACTURER'S RECOMMENDED RATES.
LANDSCAPE LEGEND

<table>
<thead>
<tr>
<th>COMMON NAME</th>
<th>SCIENTIFIC NAME</th>
<th>SIZE AT PLANTING</th>
</tr>
</thead>
<tbody>
<tr>
<td>PL SHADY MASTER HONEYSUCKLE</td>
<td>Griselinia ternata</td>
<td>1 GAL. B and C</td>
</tr>
<tr>
<td>EO EMERALD QUEEN MAPLE</td>
<td>Acer platanoides</td>
<td>1 GAL. B and C</td>
</tr>
<tr>
<td>FH FLOWERING PEAR</td>
<td>Pyrus calleryana</td>
<td>1 GAL. B and C</td>
</tr>
<tr>
<td>FM COLOMBIAN BLUE SPRUCE</td>
<td>Picea pungens</td>
<td>1 GAL.</td>
</tr>
<tr>
<td>AP AUSTRALIAN HUBE PINE</td>
<td>D. x t.</td>
<td>1 GAL.</td>
</tr>
<tr>
<td>FM FLOWERING PLUM</td>
<td>Prunus serotina</td>
<td>1 GAL.</td>
</tr>
<tr>
<td>UP UNDERAVERSITY PINE</td>
<td>Pinus lemita</td>
<td>1.5 FT</td>
</tr>
<tr>
<td>SW BLUE CHIP JUMPER</td>
<td>Juniperus horizontalis</td>
<td>2 FT</td>
</tr>
<tr>
<td>SB BURNING BUSH</td>
<td>Euonymus alatus</td>
<td>2 GAL.</td>
</tr>
<tr>
<td>SB COMFORTABLE EMBREE</td>
<td>Berberis thunbergii</td>
<td>2 GAL.</td>
</tr>
<tr>
<td>HH CAMELIA</td>
<td>Camellia sasanqua</td>
<td>2 GAL.</td>
</tr>
<tr>
<td>SL COMB:A:; E:SPR</td>
<td>Spirea eleagnoides</td>
<td>2 GAL.</td>
</tr>
<tr>
<td>MP DANGLES PINE</td>
<td>Pinus nigra var.</td>
<td>2 GAL.</td>
</tr>
<tr>
<td>DL STREUSCHER'S</td>
<td>Hamamelis mollis</td>
<td>2 GAL.</td>
</tr>
<tr>
<td>HS COW PANSY</td>
<td>Penstemon alpinus</td>
<td>2 GAL.</td>
</tr>
<tr>
<td>HP HAZEL</td>
<td>Corylus americana</td>
<td>2 GAL.</td>
</tr>
<tr>
<td>AP AMERICAN FORBIDDEN</td>
<td>Salix discolor</td>
<td>2 GAL.</td>
</tr>
<tr>
<td>TV TURF GRASS</td>
<td>Fescue spp.</td>
<td>1 GAL.</td>
</tr>
</tbody>
</table>

NOTES: ALL LANDSCAPE AREAS TO RECEIVE DARK BASALT ROCK MULCH. TURF GRASS TO BE DESIGNINED BY LANDSCAPE CONTRACTOR.
MULTI-FAMILY COMPLEX
FOR JAMES R. WYLIE
16056 N. MERCHANT WAY
NAMPA, ID

1 TYPICAL FLOOR PLAN

1 BED / 1 BATH - (3) PER BUILDING

3 BED / 2 BATH - (3) PER BUILDING

2 BED / 2 BATH - (18) PER BUILDING

jgt architecture
phon.: (208)
sa;:
January 25, 2019

James R. Wylie
1676 N Clarendon Way
Eagle, ID 83616

Subject: 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 the SW ¼ of Section 9, T3N, R2W, BM) for James R. Wylie (CUP 129-18).

Dear Mr. Wylie:

The following is the decision of the Nampa Planning and Zoning Commission on the above conditional use permit request heard before them on January 23, 2019. This letter will stand as the findings of fact and conclusions of law as required by Idaho Code Section 67-6535. The Commission found the following concerning the application:

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.

Consequently, the Commission concluded to deny your requested Conditional Use Permit for a 72-Unit Apartment Project. The Commission expressed concern over the apartments in relation to their location and compatibility with the adjoining Machine Shop adjacent to the east at 16050 North Merchant Way. The Commission considered the testimony of the Machine Shop owners concerning the noise and other disruptions emanating from their property being incompatible with residential apartment living on your property.

During the fifteen (15) day period from the date of the action by the Commission you may submit a written appeal of their decision to the City Council for additional consideration at a public hearing. Should you have any questions, please feel free to contact me at (208) 468-5446.

Sincerely,

Norman L. Holm, Planning Director
City of Nampa
Date: January 3, 2019

Rev:

To: Planning and Zoning

Cc: Daniel Badger, P.E., City Engineer
Cc: Tom Points, P. E., Nampa City Public Works Director
Cc:

From: Jim Brooks – Engineering Division

Subject: 72 Unit Apartment complex in a BC Zoning District

Applicant: James R. Wylie

Applicant Address: 1676 No. Clarendon Way, Eagle, Idaho 83616

Owner: James R. Wylie

Owner Address: 1676 No. Clarendon Way, Eagle, Idaho 83616

Parcel Address: 16056 No. Merchant Way

CUP-00129-2018 for the January 23, 2019 Planning & Zoning Meeting

Applicant’s request is to develop a 72-unit apartment complex in a BC zoning district.

➢ All City utilities are available to the site
➢ Applicant will be required to do frontage improvements including, but not limited to, curb, gutter, road widening, and sidewalk.
➢ At time of permit application and issuance, owner will pay the standard applicable fees

Regarding this project, the Engineering Division does not oppose the granting of this conditional use permit.
Communities in Motion 2040 Development Review

The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this review as a tool for local governments to evaluate whether land developments are consistent with the goals of Communities in Motion 2040 (CIM 2040), the regional long-range transportation plan for Ada and Canyon Counties. This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2040 goals.

Development Name: Wylie (CUP-00129-2018)
Agency: Nampa

CIM Vision Category: Mixed Use

<table>
<thead>
<tr>
<th>New households: 72</th>
<th>New jobs: 0</th>
<th>Exceeds CIM forecast: No</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CIM Corridor:</strong> N/A</td>
<td><strong>Level of Stress considers facility type, number of vehicle lanes, and speed. Roads with G or PG ratings better support bicyclists and pedestrians of all ages and comfort levels.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Pedestrian level of stress:</strong> N/A</td>
<td><strong>A good jobs/housing balance - a ratio between 1 and 1.5 - reduces traffic congestion. Higher numbers indicate the need for more housing and lower numbers indicate an employment need.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Bicycle level of stress:</strong> N/A</td>
<td><strong>Developments within 1.5 miles of police and fire stations ensure that emergency services are more efficient and reduce the cost of these important public services.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Housing within 1 mile:</strong> 1,419</td>
<td><strong>Farmland contributes to the local economy, creates additional jobs, and provides food security to the region. Development in farm areas decreases the productivity and sustainability of farmland.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Jobs within 1 mile:</strong> 6,533</td>
<td><strong>Resident who live or work less than ½ mile from critical services have more transportation choices. Walking and biking reduces congestion by taking cars off the road, while supporting a healthy and active lifestyle.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Jobs/Housing Ratio:</strong> 4.6</td>
<td><strong>Development in Motion includes employment centers and retail, with a ratio of high-density residential nearby existing employment centers and retail services, which can reduce the impact of congestion by encourage short vehicular trips and non-motorized travel. Public schools and public parks are several miles from this location. Consider providing sufficient outdoor recreational space and a safe location for school district busing needs.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Nearest police station:</strong> 2.9 miles</td>
<td><strong>The site is served by public transportation (Route #52) approximately ¼ mile away at the intersection of Karcher Road and Marketplace Boulevard with hourly service to downtown Caldwell and downtown Nampa. ValleyConnect 2.0 calls for hourly service along Karcher Road connecting Caldwell and Nampa to the premium service on Caldwell Boulevard. Ensuring quality pedestrian connectivity from this site to the south and east will be important to the success of transit in the area. More information about COMPASS and Communities in Motion 2040:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Nearest fire station:</strong> 1.6 miles</td>
<td><strong>Web:</strong> <a href="http://www.compassidaho.org">www.compassidaho.org</a> <strong>Email:</strong> <a href="mailto:info@compassidaho.org">info@compassidaho.org</a> <strong>More information about the development review process:</strong> <a href="http://www.compassidaho.org/dashboard/devreview.htm">http://www.compassidaho.org/dashboard/devreview.htm</a></td>
<td></td>
</tr>
<tr>
<td><strong>Farmland consumed:</strong> Yes</td>
<td><strong>Web:</strong> <a href="http://www.compassidaho.org">www.compassidaho.org</a> <strong>Email:</strong> <a href="mailto:info@compassidaho.org">info@compassidaho.org</a> <strong>More information about the development review process:</strong> <a href="http://www.compassidaho.org/dashboard/devreview.htm">http://www.compassidaho.org/dashboard/devreview.htm</a></td>
<td></td>
</tr>
<tr>
<td><strong>Farmland within 1 mile:</strong> 531 acres</td>
<td><strong>More information about the development review process:</strong> <a href="http://www.compassidaho.org/dashboard/devreview.htm">http://www.compassidaho.org/dashboard/devreview.htm</a></td>
<td></td>
</tr>
<tr>
<td><strong>Nearest bus stop:</strong> 0.3 miles</td>
<td><strong>More information about the development review process:</strong> <a href="http://www.compassidaho.org/dashboard/devreview.htm">http://www.compassidaho.org/dashboard/devreview.htm</a></td>
<td></td>
</tr>
<tr>
<td><strong>Nearest public school:</strong> 2.5 miles</td>
<td><strong>More information about the development review process:</strong> <a href="http://www.compassidaho.org/dashboard/devreview.htm">http://www.compassidaho.org/dashboard/devreview.htm</a></td>
<td></td>
</tr>
<tr>
<td><strong>Nearest public park:</strong> 3.0 miles</td>
<td><strong>More information about the development review process:</strong> <a href="http://www.compassidaho.org/dashboard/devreview.htm">http://www.compassidaho.org/dashboard/devreview.htm</a></td>
<td></td>
</tr>
<tr>
<td><strong>Nearest grocery store:</strong> 0.9 miles</td>
<td><strong>More information about the development review process:</strong> <a href="http://www.compassidaho.org/dashboard/devreview.htm">http://www.compassidaho.org/dashboard/devreview.htm</a></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendations**

The proposal is in an area identified in Communities in Motion 2040 2.0 as mixed use. The proposal helps meet the category by providing high-density residential nearby existing employment centers and retail services, which can reduce the impact of congestion by encourage short vehicular trips and non-motorized travel. Public schools and public parks are several miles from this location. Consider providing sufficient outdoor recreational space and a safe location for school district busing needs.

The site is served by public transportation (Route #52) approximately ¼ mile away at the intersection of Karcher Road and Marketplace Boulevard with hourly service to downtown Caldwell and downtown Nampa. ValleyConnect 2.0 calls for hourly service along Karcher Road connecting Caldwell and Nampa to the premium service on Caldwell Boulevard. Ensuring quality pedestrian connectivity from this site to the south and east will be important to the success of transit in the area. More information about COMPASS and Communities in Motion 2040:

Web: [www.compassidaho.org](http://www.compassidaho.org)  
Email: info@compassidaho.org  
The FY2019-2023 Regional Transportation Improvement Program lists the reconstruction and widening of I-84 from the existing four-lane section (two lanes each direction) to an eight-lane section (three lanes each direction plus auxiliary lanes between Northside Boulevard and the Karcher Road Interchanges). Construction is scheduled for 2019. Additional information about this project is in the FY2018-2022 Regional Transportation Improvement Program (Key # 20799): https://www.compassidaho.org/documents/prodserv/trans/FY19/FY2019TIPrpt_1221.pdf
January 11, 2019

Shellie Lopez
City of Nampa
411 3rd Street South
Nampa, Idaho 83651

VIA EMAIL

<table>
<thead>
<tr>
<th>Development Application</th>
<th>CUP-00129-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name</td>
<td>MULTI FAMILY APARTMENTS</td>
</tr>
<tr>
<td>Project Location</td>
<td>16056 North Merchant Way, east of I-84 milepost 33.95</td>
</tr>
<tr>
<td>Project Description</td>
<td>Conditional use permit for 72 unit apartment project in a BC (Community Business) zoning district</td>
</tr>
<tr>
<td>Applicant</td>
<td>James R. Wylie</td>
</tr>
</tbody>
</table>

The Idaho Transportation Department (ITD) reviewed the referenced conditional use permit application and has the following comments:

1. This project does not abut the State highway system.

2. This development will gain access to the State Highway system at the I-84B/ West Karcher Road intersection and I-84/Midland Boulevard interchange. The City is reminded that the I-84 corridor is already congested. This project will increase the number of vehicle trips in the corridor. As the City continues to add additional trips to the interchange through development, the congestion will worsen until the roadway system is ultimately overloaded and fails. ITD has no current funding assigned to mitigate traffic congestion in the I-84 corridor in this area.

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 conditional use permit 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
Shellie Lopez

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Wednesday, January 02, 2019 8:32 AM
To: Shellie Lopez
Subject: RE: CUP-00129-2018

Good Morning Shellie,

Nampa Highway District #1 has no comment.

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 1:14 PM
Subject: CUP-00129-2018

Good Afternoon Everyone! 😊

Re: CUP-00129-2018

James R. Wylie has requested a 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 the SW ¼ of Section 9, T3N, R2W, BM).

This application will go before the Planning and Zoning Commission as a public hearing item on the January 23, 2019 agenda.

Please find attached the CUP-00129-2018 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!
Building Department will require permits before any work can start.

Shellie Lopez <lopezs@cityofnampa.us>

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Sent: Thursday, December 27, 2018 1:14 PM
Subject: CUP-00129-2018

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Thank you & Have a great day!
1/9/19

APPROVED WITH STIPULATION

Sylvia Mackrill
City of Nampa Planning & Zoning
via email: mackrill@cityofnampa.us


APN: R3098100000

Re: Review of Conditional Use Permit Application for a 72-Unit Apartment Project (three 24-Unit buildings) in a BC (Community Business) Zoning District, lying within the Southwest Quarter of Section 9, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

To Whom It May Concern:

QWEST CORPORATION d/b/a CENTURYLINK QC has reviewed the conditional use permit application and has determined that it can approve the proposed use with the following stipulation. CenturyLink has existing facilities along N Merchant Way on the South side of the property and wishes to preserve its rights in this area. If CenturyLink facilities need to be relocated to a suitable location to support the development of this property, the Owner will be required to grant any necessary easement rights to CenturyLink for the relocate, which may be achieved by a new platted easement or private easement approved by CenturyLink. All relocation work will be performed by CenturyLink and/or its contractor and will be at the expense of the Applicant.

It is the intent and understanding of CenturyLink that this approval shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This review response is approved with stipulation.

If you have questions or concerns, please call Kerry Brent at 208-550-0264.

Sincerely,

[Signature]

Greg Hunt
Right of Way Agent
Qwest Corporation d/b/a CENTURYLINK QC

Leasenet #:P811320
January 7, 2019

Norman L. Holm, Planning Director
City of Nampa
411 3rd Street South
Nampa, ID 83651

RE: CUP-00129-2018/16056 N. Merchant Way

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