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 City Council Meeting – May 6, 2019
   b. Special City Council Meeting – May 6, 2019
   c. Airport Commission – January 14, 2019
   d. Airport Commission – April 8, 2019
   e. Nampa Council on Aging - April 8, 2019
   f. Nampa Golf Commission – April 16, 2019

1-2. The City Council dispenses with the Three (3) Reading Rule of Idaho Code § 50-902 for all ordinances

1-3. Final Plat Approvals
   a. Carriage Hill West Subdivision No. 3, east of Midway Rd, between W Iowa Ave and Lake Lowell Ave. (A portion of the NW ¼ of Section 31 T3N R2W BM – 64 Single Family Residential lots on 25.03 acres, or 2.56 lots/gross acre) for Engineering Solutions, LLP, representing Toll Southwest, LLC (SPF-00088-2019)

1-4. Authorize Public Hearings
   a. Zoning Map Amendment from RA (Suburban Residential) to RS-6 (Single Family Residential – 6000 sq ft) for .7 acres or 30,368 sq ft at 714 Smith Ave; Subdivision Short Plat approval for Smith Avenue Hideaway (2 single family detached lots and one duplex lot on .7 acre for 5.71 dwelling units per gross acre. A parcel of land being a portion of Lot 24 of Westview Subdivision, according to the plat filed in Book 4 at Page 31 recorded in the office of the Canyon County Recorder's in the NW ¼ of Section 21 T3N R2W BM); and, Conditional Use Permit approval for 1 year, for a Duplex Dwelling at 714 Smith Avenue (An 80 ft x 120 ft or 9,525 sq ft portion of the NW ¼ of Section 21 T3N R2W BM – proposed Lot 3, Block 1, Smith Avenue Hideaway), for Susan Schindler (ZMA-00105-2019, SPS-00019-2019, CUP-00133-2017)

*Or as Soon After 7:00 PM as Each Matter may be Heard
b. Zoning Map Amendment from BC (Community Business) to IL (Light Industrial) for a Towing Business at 3315 Caldwell Blvd. (A .9 acre or 39,204 sq ft parcel being Tax 4-A in Block 1, Portner Subdivision, in the NW ¼ Section 7 T3N R2W BM); and Recommendation for a Conditional Use Permit for a towing/impound yard business at 3315 Caldwell Blvd, in the IL zoning district for Byron Healy (ZMA-00106-2019)

1-5. Authorize to Proceed with Bidding Process
   a. None

1-6. Authorization for Execution of Contracts and Agreements
   a. Sign Task Order and Contract for Professional Services between the City of Nampa and Keller Associates for the South Tank rehabilitation project in the amount $ 31,930.00, Time and Materials Not to Exceed

1-7. Monthly Cash Report
   a. April 2019

1-8. Resolutions
   a. None

1-9. Licenses for 2019
   a. Alcohol Renewals (See Attached List)
   b. Alcohol New
      • Off-premise beer & wine license for Fast Mart Nampa INC. DBA Fast Mart to be located at 306 N. Franklin Blvd.
      • On-premise beer, wine & liquor license for The Belle Event Center located to be located at 120 13th Ave S.
      • On-premise beer, wine & liquor license for El Karma Event Center LLC DBA El Karma located to be located at 112 13th Ave S.

1-10. Approval of Agenda

(2) Proclamations

2-1. VFW Buddy Poppies Days

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

• Boy Scouts of America - Mr. Lynn Gunter
• Lake Ridge Elementary –Bekah Graves

*Or as Soon After 7:00 PM as Each Matter may be Heard
Mayor & Council Comments

- Recognition of Citizen Service – Kirk Carpenter

(3) Agency & Commission Reports

3-1. Highway 16 Update - ITD - Amy Schroder

(4) Staff Communications

4-1. Planning and Zoning Storage Unit Update - Rodney Ashby
4-2. Staff Report - Tom Points

(5) New Business

5-1. **Action Item:** Resolution for Disposal of Fire Equipment to Horseshoe Bend Fire Department
5-2. **Action Item:** Authorize Mayor to sign contract with CenturyLink for Text to 911 Service
5-3. **Action Item:** Council approval to allow use of on-lot individual septic systems for the subject property with the following conditions: 1. The subdivision is limited to six (6) total buildable lots, including the two existing home sites, with a minimum allowable lot size of 1-acre. 2. All new homes hook up to available City water and pressure irrigation. 3. Septic systems are located to provide required separation to any existing and new City water infrastructure
5-4. **Action Item:** Authorize Mayor to sign Change Order #1 in the amount of $85,342.55 to address construction overages encountered during project construction
5-5. **Action Item:** Authorize Mayor to sign MOU with NDC for the Noble Drain Trunk Sewer design work and Authorize Mayor to sign task order for professional services with JUB Engineers for the Noble Drain Trunk Sewer in the amount of $170,264 (T&M N.T.E.) (Reviewed and Approved by Legal)
5-6. **Action Item:** Appointment of Alternate Voting Delegate for Association of Idaho Cites June Conference
5-7. **Action Item:** Authorize Mayor and Public Works Director to Sign Task Order for Scope of Work for Consultant Services with Stantec for Nampa Wastewater Treatment Plant Phase II Upgrades Project Group D-Primary Digester No. 5 and Related Facilities Design (Reviewed and Approved by Legal)
5-8. **Action Item:** Resolution Implementing Increase to Wastewater Rates and Fees by 16.75%, Effective October 1, 2019
5-9. **Action Item:** Resolution Implementing Increase to Wastewater Hookup Fees by PPI-West Index Rate of 6.09%, Effective October 1, 2019
5-10. **Action Item:** 1st Reading of Ordinance Annexation and Zoning to RS-7 at 2700 E Amity Ave. (A .5 acre or 21,737 sq ft portion of the SE ¼ of Section 26 T3N R2W BM and Tax 98110) for Ricardo Reyes for connection to City utilities. (ANN-00115-2019)
(6) Public Hearings

6-1. Consider Increase in Wastewater Rates and Fees for Operations, Maintenance and Systematic Replacement of Supply and Infrastructure in Order to Continue to Provide Continuous and Reliable Utility Services

6-2. Consider Increase in Wastewater Hookup Fees for Systematic Replacement of Wastewater Infrastructure to Provide Continuous and Reliable Utility Services

6-3. Consider Project Packaging and Delivery Approach for Phase II Upgrades at Nampa Wastewater Treatment Plant  **Postponed until further notice**

6-4. Brownstone Estates Subdivision at 12203 W Karcher Rd. (14 Fourplex lots for a total of 56 multiple family dwelling units on 6.63 acres for 8.8 units per gross acre, and 94 single family detached dwellings on 24.36 acres for 3.85 units per gross acre – An approximate 30.8 acre parcel of land located in the NE ¼ Section 13 T3N R2W BM, Nampa), for Kent Brown, representing Providence Properties, LLC. (DAMO-00028-2019).

   a. Zoning Map Amendment from RS-8.5 (Single-Family Residential Districts/Zones) to RS-7 (Single-Family Residential Districts/Zones) for approximately 25 acres, and Zoning Map Amendment from RS-8.5(Single-Family Residential Districts/Zones) to RP (Residential Professional District/Zone) for approximately 2 acres at 12203 W Karcher Rd (for land located in the NE ¼ Section 13 T3N R2W BM), for Kent Brown representing Providence Properties, LLC (ZMA-00104-2019)  **AND**

   b. Modification of Annexation and Zoning Development Agreements between Quantum Investments Realty, LLC and the City of Nampa, Recorded 02/08/2008 as Inst. No. 2008006946 and Inst. No.2008006947, for property located at 12203 W Karcher Rd, modifying Exhibit A – Legal descriptions, Exhibit B – Conceptual Plans, and Exhibit C – Conditions of Approval, to match a new site design and layout;

6-5. Annexation and Zoning to RS–6 (Single-Family Residential Districts/Zones) at 904 W Greenhurst Rd. (A 1.92 acre or 80,376 sq. ft portion of the SW ¼ of Section 33 T3N R2W BM), for Blake Wolf for connection to City utilities and construction of single-family housing.  (ANN-00114-2019).

6-6. Annexation and Zoning to RS-7(Single-Family Residential Districts/Zones) at 2700 E Amity Ave. (A .5 acre or 21,737 sq. ft portion of the SE ¼ of Section 26 T3N R2W BM and Tax 98110) for Ricardo Reyes for connection to City utilities.  (ANN-00115-2019)

6-7. Annexation and Zoning to RD (Two-Family (Duplex) Residential District/Zone at 3500 E Greenhurst Rd. (A 1.33 acre or 57,913 sq ft portion of the SW ¼ of Section 36 T3N R2W BM, in the SE ¼ of Section 26 T3N R2W BM) for Roberta Konzek (ANN-00117-2019)

*Or as Soon After 7:00 PM as Each Matter may be Heard*
6-8. Variance to City of Nampa Zoning Ordinance Chapter 10-11-5-D.1. requiring 20 ft front yard setbacks in the RML (Limited Multiple Family Residential) zoning district for lots within the Timbercreek Subdivision No. 2, located west of S Powerline Rd and north of E Iowa Ave, within the RML zoning district. The applicants are requesting a Variance on the setbacks for the following lots: Lot 13A reduce the front setback from 20 ft to 10 ft; Lots 14A, 14B, 14C and 14D reduce the front setbacks from 20 ft to 6 ft; Lots16A, 16B, 16C and 16D – reduce the front setbacks from 20 ft to 11.79 ft; and, Lots 17A, 17B, 17C and 17D – reduce the front setbacks from 20 ft to 11.79 ft. The applicants state they are requesting the Variance in order to maintain the character of the buildings as laid out in the amended and approved Concept Plan – because all infrastructure and easements are already in place, for Timbercreek Partners, LLC. (VAR-00071-2019)

(7) Unfinished Business

7-1. 1st reading of ordinance for 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 NE ¼ of the NW ¼ of Section 9, T3N, R2W, BM) for The Land Group representing St. Luke’s Regional Medical Center LTD (ANN 110-18) (PH was 3-18-2019)

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

8-1. 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)

8-2. 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)

8-3. 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 #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)

8-4. 1st reading of ordinance for Annexation and Zoning to BC at 0 Star Rd (Parcel R3036301200) on the south side of Ustick Road, east of Star Road, for access to City utilities for a mixed-use development. (A 4.72 acre parcel situated in the NW ¼ Section 5 T3N R1W BM, Tax 99106 in Lot 4) for Matt Garner representing JABR, LLC (Justin Reynolds and Alan Bean). (ANN-00112-2019) (PH was 4-15-2019)
(9) Executive Sessions

9-1. Motion to Adjourn into Executive Session Pursuant to Idaho Code 74-206 (1) (c) To acquire an interest in real property which is not owned by a public agency;

9-2. 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;

Adjourn

Next Meeting

Regular Council at 6:00 PM – Monday June 3, 2019 - City Council Chambers

♦ Individuals, who require language interpretation or special assistance to accommodate physical, vision, hearing impairments, please contact the City Clerk’s Office at Nampa City Hall, (208) 468-5426. Requests should be made at least five (5) days prior to the meeting to allow time to arrange accommodations

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

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

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

❖ (1) Consent Agenda (Action Items) ❖

MOVED by Haverfield and SECONDED by Bruner to approve the Consent Agenda as presented; Regular Council Minutes of April 15, 2019; Bicycle and Pedestrian Advisory Committee Minutes; Board of Appraisers Minutes; Airport Commission Minutes; Council on Aging Minutes of February 11, 2019 and March 11, 2019; Planning & Zoning Commission Minutes of April 9, 2019 and April 15, 2019; Library Commission Minutes; bills paid; The City Council dispenses with the three (3) reading rule of Idaho Code § 50-902 for all ordinances; final and preliminary plat approvals: 1) Subdivision Final Plat Approval for Summit Ridge Subdivision No. 1 located on the south side of W Greenhurst Rd, west of S Midland Blvd on 22.28 acres of land, for 57 Single Family Residential Detached Lots and 8 Common Lots, within an RS-6 (Single Family Residential – 6000 sq. ft minimum lot size) zoning district. Situated in Government Lots 1 & 2 in the NE ¼ of Section 5 T2N R2W BM), for M3 Companies, Mark Tate; Authorize Public Hearings: 1) None; Authorize to Proceed with Bidding Process: 1) Authorize Engineering Division to proceed with the formal bidding process for the FY18 WATER IMPROVEMENT PROJECT – 11th Ave/2nd St & 11th Ave/4th St; Authorization for execution of Contracts and Agreements: 1) Authorize the Mayor to sign the Release of Non-Development Agreement (Exhibit A) for Lots 1 through 9, Block 2; Lots 5 through 9, Block 3; Lots 13 through 25, Block 4; and Lots 1 through 6, Block 5 of Pheasant Meadows Subdivision No. 1; 2) Award bid and authorize Mayor to sign contract for the Sidewalk Local Improvement District (LID) 167 project with Hess Construction, Inc. in the amount of $147,413.89; 3) Authorize the Mayor to sign a Memorandum of Understanding with Broadmoor RV Park LLC (Reviewed by Legal); Monthly Cash Report: 1) None; Resolutions: 1) Disposal of Nampa Recreation Center Property; License for 2019: 1) Agüilla, 324 11th Avenue North, on-premise beer and wine; Walgreens #12483, 932 Caldwell Boulevard, off-premise beer and wine; Walgreens #05648, 700 12th Avenue South, off-premise beer and wine; Walgreen #10672, 2219 12th Avenue Road, off-premise beer and wine; Mother Earth Brew, 1428 Madison Avenue, on-premise beer and wine; Tacos El Rey, 2707 Garrity Boulevard, on-premise beer and wine; Nampa Gusher, 324 3rd Street South, off-premise beer and wine; Redhawk Golf Course, 1225 South Hunters Drive, on-premise beer and wine; Airport Inn, 3111 Garrity Boulevard, on-premise beer and liquor; Denny’s, 607 Northside Boulevard, on-premise beer, wine and liquor; Nampa Elks Lodge, 1116 1st Street South, on-premise beer, wine and liquor; Albertson’s, 2400 12th Avenue Road, off-premise beer and wine; Albertson’s, 715 7th Avenue South, off-premise beer and wine; Hong Kong Restaurant, 117 12th Avenue South, on-premise beer, wine and liquor; Olive Garden, 16401 North Marketplace Boulevard, on-premise beer, wine and liquor; Howard’s Tackle Shop, 1707 Garrity Boulevard, off-premise beer and wine; 1918 Lounge, 10 13th Avenue South, on-premise beer and liquor; Pollos Y Mariscos, 1204 12th Avenue, on-premise beer, wine and liquor; Garrity 66, 4426 Garrity Boulevard, off-premise beer and wine; 2C Family Brewing, 1215 1st Street South, on-premise beer and wine; Prefunk Beer Bar, 1214 1st Street South, on-premise beer and wine; La Botanna, 1512 1st Street South, on-premise beer; Peppertree Inn, 205 3rd Street South, on-
premise beer, wine and liquor; **Slick’s Bar**, 525 East Karcher Road, on-premise beer, wine and liquor; **The Griddle**, 1124 Caldwell Boulevard, on-premise beer and wine; **Messenger**, 1224 1st Street South, on-premise beer and wine; **Chapala**, 525 Caldwell Boulevard, on-premise beer, wine and liquor; **Chapala**, 2117 12th Avenue Road, on-premise beer, wine and liquor; **Whiskey River**, 113 13th Avenue South, on-premise beer and liquor; **Nampa Bowl**, 485 Caldwell Boulevard, on-premise beer, wine and liquor; **Centennial Golf Course**, 2600 Centennial Drive, on-premise beer and wine; **Pantera Market #2**, 1802 Franklin Boulevard, off-premise beer and wine; **Mesa Downtown**, 1213 1st Street South, on-premise beer, wine and liquor; **Fred Meyer**, 50 2nd Street South, off-premise beer and wine; **Maverik**, 555 Northside Boulevard, off-premise beer and wine; **Maverik**, 2211 North Franklin Boulevard, off-premise beer and wine; **Maverik**, 2516 West Karcher Road, off-premise beer and wine; **Maverik**, 23 12th Avenue Road, off-premise beer and wine; **Jalapenos**, 1921 Caldwell Boulevard, off-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. – Mental Health Month**

**Whereas**, mental health is essential to everyone’s overall health and well-being; and

**Whereas**, all Americans experience times of difficulty and stress in their lives; and

**Whereas**, prevention is an effective way to reduce the burden of mental health conditions; and

**Whereas**, there is a strong research that diet, exercise, sleep, and stress management can help all Americans protect their health and well-being; and

**Whereas**, mental health conditions are real and prevalent in our nation; and

**Whereas**, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

**Whereas**, each business, school, government agency, healthcare provider, organization and citizen share the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

**Now Therefore**, I, Debbie Kling, Mayor of the City of Nampa, Idaho, do hereby proclaim the month of May as
“MENTAL HEALTH MONTH”

in Nampa. As the Mayor, I also call upon the citizens, government agencies, public and private institutions, businesses and schools in Nampa to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental illnesses at all levels.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Nampa to be affixed this 6th day of May in the year of our Lord two thousand nineteen.

Heather Taylor, Program Manager of Behavioral Health Division Department of Health and Welfare gave a scenario of a mental health issue.

Item #2-2. – Kids to Park Day

Whereas, May 18th, 2019 is the ninth Kids to Parks Day organized and launched by the National Park Trust, held annually on the third Saturday of May; and

Whereas, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America’s parks; and

Whereas, it is important to introduce a new generation to our nation’s parks; and

Whereas, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, Diabetes mellitus, hypertension and hypercholesterolemia; and

Whereas, Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

Whereas, Kids to Parks Day will broaden children’s appreciation for nature and outdoors; and

Now Therefore, I, Debbie Kling, Mayor of the City of Nampa, Idaho, do hereby proclaim May 18, 2019, in the City of Nampa as:

“Kids to Park Day”

And urge residents of Nampa to make time May 18th, 2019 to take the children in their lives to a neighborhood, state or national park.
Regular Council  
May 6, 2019

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Nampa to be affixed this 6th day of May in the year of our Lord two thousand nineteen.

Parks and Recreation Director Darrin Johnson said that we be inviting people to Midway Park on May 18th.

Item #2-3. – Nampa Bike and Walk Month

Whereas, the month of May is designated National Bike Month by the National Highway Traffic Safety Administration, the Center for Disease Control, and the League of American Bicyclists to promote bicycling and walking as a means of transportation, recreation and exercise; and

Whereas, bicycling and walking provide numerous benefits to our citizens' health including lowering obesity rates, risks of disease, and increased physical and mental fitness; and

Whereas, bicycling and walking provide a boost to our local economy by reducing transportation and traffic congestion costs for our citizens; and

Whereas, 50% of our daily trips are less than three miles from home but 70% of those trips are made by car; and

Whereas, bicycling and walking can replace driving for short trips, helping city meet the requirements of the Federal Clean Air Act, the CDC guidelines for weekly physical activity, and reduce traffic congestion in our growing city;

Now Therefore, I, Debbie Kling, Mayor of the City of Nampa, Idaho, do hereby proclaim May 12-18, 2019, in the City of Nampa as

“Bike and Walk Month”

and encourage all citizens to participate by leaving their cars at home and bicycling or walking whenever possible.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Nampa to be affixed this 6th day of May in the year of our Lord two thousand nineteen.

LaRita Schandrof read the above proclamation and talked a bit about the Bike and Walk Month.

• May 13, Monday – Mayors Ride, 6 p.m. Lloyd Square
• May 14, Tuesday – Ladies Road Ride
• May 15, Wednesday – Ride of Silence, 6:30 p.m. Lloyd Square (wear white)
• May 16, Thursday – Walk to Lunch, 12 p.m. Library Square
Item #2-4. – Building Safety Month

Whereas, the City of Nampa is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster, and;

Whereas, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians are dedicated members of the International Code Council, a U.S. based organization, that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, play, and;

Whereas, our nation benefits economically and technologically from using the International Codes® that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the world;

Whereas, these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; which, according to a FEMA-commissioned study by the National Institute of Building Sciences, provide $11 in future mitigation benefits for every dollar invested, and;

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities’ largely unknown protectors of public safety—our local code officials—who assure us of safe, efficient and livable buildings that are essential to America’s prosperity, and;
Whereas, “No Code. No Confidence.” the theme for Building Safety Month 2019, encourages all Americans to raise awareness of the importance of safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry. Building Safety Month 2019 encourages appropriate steps everyone can take to ensure the safety of our built environment, and recognizes that the implementation of safety codes by local and state agencies has saved lives and protected homes and businesses, and,

Whereas, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

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

“Building Safety Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Nampa to be affixed this 6th day of May in the year of our Lord two thousand nineteen.

Building and Safety Director Patrick Sullivan gave the following dates for special activities for the month:

Week 1 – (May 1- May 5): Preparing for disasters: Build strong, Build smart

Week 2 – (May 6- May 12): Ensuring a safer future through training and education

Week 3 – (May 13- May 19): Securing clean, abundant water for all communities

Week 4 – (May 20- May 26): Construction professionals and homeowners: Partners in safety

Week 5– (May 27- May 31): Innovations in building safety

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

• Margy Potter, 1811 North Hubble Way, Salvation Army – discussing item #5-4 - authorize the Mayor to enter a Memorandum of Understanding with Salvation Army Nampa as a third-party administrator for Nampa Shares & Cares program.

• Marsha Yuapan, 1403 4th Street Nampa – Nampa Art Guild Spring Show at the Nampa Public Library on Monday May 13, 2019 thru Tuesday May 21, 2019.
Regular Council  
May 6, 2019

❖ Mayor Kling asked if there was any Nampa Residents wishing to speak on any item that was not on the agenda (5 persons limit): ❖  
• Joan Fraizer, 2016 5th Street South – using the donated money from Republic Service for the Train Station  
• Amy Bowman, 1623 West Orchard Avenue, - item #5-5 Authorize Use of Republic Services donation to fund Nampa Shares & Cares program

❖ Mayor Kling’s and Council Comments ❖  
• Councilmember Levi – volunteered with the Red Cross and learned different things concerning fire alarms and the time it should take to evacuate your house.

❖ (3) Agency/External Communications ❖  
• None

❖ (4) Staff Communications ❖

Item #4-1. – Cemetery – Ryan Lancaster presented the following report on a concept plan for the scattering garden:

Our Nation is changing regarding the death of a loved one. In the 1980’s only about 10% of remains were cremated. The number of cremations has been growing and according to a study from the National Funeral Directors Association, 55% of families now choose to cremate their loved ones after death.

With a changing industry, the City of Nampa is considering a plan for a scattering garden. A scattering garden will address higher demand for cremations. Attached is a draft concept of a proposed scattering garden. The scattering garden would be constructed on a two-acre parcel of unused ground that is located at Nampa’s Kohlerlawn Cemetery.

Our plans are a result of listening to community feedback and recognizing the industry trends. As we plan, we are getting feedback from stake holders about the attached scattering garden concept. After we have compiled community feedback, we will come back to the Nampa City Council with a recommendation to approve a master concept plan.

At this time, funding for this project has not been identified. We hope to search for grants and partners as we move forward with planning.
Item #4-2. – Finance Department – Doug Racine presented the following staff report:

**Essential FY2020 Budgeting Process Steps**
- Meet with Directors to Discuss FY2020 budget Process
- Meet with County Taxing authorities to discuss budgeting partnership and Revenue Timing
- Annualize Mid-Year financial results by Org Structure to create a directionally correct FY19 annual forecast.
- Create new reports to compare the annualized FY19 Forecast to the FY2020 budget to identify budgetary changes
- Build Revenue increase estimate:
  - Property taxes
  - State & County Shared Revenues
  - Fee Structures

**Property Tax Timing Map**
- Nearly 100% of budgeable revenues based on 6 months of actuals
  - AIC guidance on shared revenues is generally very conservative
  - Variances from Budget (Favorable & Unfavorable) are unavoidable. (2018 General Fund variances shown on next slide)
Regular Council
May 6, 2019

- FY2018 Final Canyon Counting Prop Tax base published 3/25/19
  - Fiscal Year runs from 10/18 to 9/19 with tax payments to the city occurring semiannually in January and July
  - New Construction Values to be published 6/3/2019
- State/County shared revenue estimates published 4/25:
  - Sales Tax, Alcohol, Prop Tax Penalties, Highway Fees, Road & Bridge Tax
  - Gas, Cable, Electric Franchise fees, Court Revenues
  - Sanitation Fees – Internally generated based on UB history.
- 2% property tax lift, plus lift from New Construction

Revenue & Expense Variances
General Fund Favorable Variance from Revenues  $774,429
General Fund Favorable Variance from Expenses   $432,606
Total Favorable General Fund Variance   $1,207,035

Budget Amendments
- Budget Amendments are typically needed only once yearly but can occur any time prior to year-end.
- Budget amendments have Two originators:
  - Rollovers from prior years unspent budgets
  - New spending not originally budgeted for
- Significant variations from Approved Budgets should be supported by budget amendments when the variation occurs
  - Purchase of the First Interstate Bank Building
- All known amendments will be presented in June
- Year-end adjustments, if needed will be completed in August

Fixed Asset Accounting
- Current Methodology:
  - Asset Purchases greater than $40,000 are capitalized
- Proposed Methodology
  - Asset Purchases greater than $10,000 will be capitalized
- Benefits
  - Improved Asset Tracking
  - Improved Internal Controls
  - Slight increase in work load to record
  - Effective 10/1/2019
- Socialized proposal with:
  - Auditors
  - Legal
  - Division & Department Leadership
Item #4-3. – Public Works Director Tom Points presented a staff report to update the council on current projects as follows:

**Bike and Pedestrian Master Plan Update** – A high quality non-motorized transportation network is the hallmark of a desirable community, making it a pleasant place to live, work and play. The City of Nampa Bike and Pedestrian Master Plan is a critical tool in realizing Nampa’s walking and biking potential.

Since its adoption in 2011, and spearheaded by the Nampa Bike and Pedestrian Committee, the Bike and Pedestrian Master Plan has been a catalyst to launch the following improvements:

- Established a Bike and Pedestrian Advisory Committee
- Helped secure $15 million in multimodal grant funding
- Installed more than five (5) miles of public pathway
- Student safety improvements at nine (9) Nampa schools
- Seven (7) HAWK pedestrian beacon crossings
- Ten (10) rapid flashing beacon crossings
- Lloyd’s Square downtown pathway improvements
- Frontage and pathway improvements to Nampa High School
- Five (5) miles of bike lanes
- Five (5) miles of shared use bike lanes
- Two (2) miles of sidewalk and hundreds of pedestrian ramps
- Lighting, signage and striping improvements throughout Nampa

The Fiscal Year 2019 Bike and Pedestrian Master Plan Update is currently underway. The first steering committee meeting was held April 24, 2019, with participants from Alta Planning & Design, the school districts, irrigation districts, Safe Routes to School representatives, City staff, COMPASS, Idaho Transportation Department and local businesses.

Community input is an essential asset to creating a successful Bike and Pedestrian Master Plan for the City of Nampa. Through the month of May, an online survey and interactive web map link, located at [https://nampa.altaplanning.cloud/#/](https://nampa.altaplanning.cloud/#/), will be distributed citywide to gather public input. The data will be used to create a story map, showing the existing and proposed bike and pedestrian facilities.

A public open house will be held this summer to review the online public comments, draft plan and recommended projects. The plan will be finalized by October 2019.

**Wastewater Program Update** - The Nampa Wastewater Plant was recognized for multiple awards in the last few months and the Wastewater Program Management Team (WPMT) continues to progress on schedule. Active projects range from preliminary design to construction management. Projects include:
To be complete in Spring 2019
- Basis of Design Report for the Phase II/III Upgrades

To be complete in Summer 2019
- Recycled Water Program Reuse Permit
- Fiscal Year 2020 Wastewater Rate Increases
- U.S. Bureau of Reclamation Grant for up to $20 million

To be complete in Fall 2019
- Phase I Construction
- Procurement of Design/Construction Services for Phase II

The Recycled Water Permit was submitted to the Idaho Department of Environmental Quality (IDEQ) on March 21, 2019. This marks the progression of Nampa’s development of a recycled water program to more efficiently use the City’s water resources. The City received notification on April 19, 2019, that the permit application had been deemed complete. DEQ is working to draft the recycled water permit and a preliminary decision by May 19, 2019. Also, in March 2019, IDEQ officially awarded the City the first installment of the $165M loan package in a $37M State Revolving Fund (SRF) loan allocation.

In late 2018, the U.S. Environmental Protection Agency (EPA) recognized Nampa with the Pisces Award (Honorable Mention Category) for excellence and innovation within the Clean Water State Revolving Fund (CWSRF) program. In April 2019 the City received the Project of the Year award from the American Public Works Association Rocky Mountain Chapter, and the 2019 Best Water/Stormwater Project by the American Council of Engineering Companies Idaho Chapter for Project Group A upgrades. This project was hailed a best-in-class solution in meeting nutrient removal and water quality requirements.

The WPMT assisted Public Works staff with regulatory issues related to the Waters of the United States (WOTUS). Comments were submitted on April 15 by the Public Works Director endorsing the revision to the definition of WOTUS.

Phase I Upgrades Construction Update

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

The $38 million Phase I Upgrades Projects is more than 88% complete. Project Group A - Liquid Stream Upgrades started in June 2015 and completed in summer 2018. Project Group B - Solids Handling Upgrades started in June 2017 and is scheduled for completion in fall 2019. Project
Group C - Primary Digester No. 4, started in October 2018 and scheduled for completion in fall 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 87%
- The Contract Work Completed is currently at 89%

Key activities and milestones achieved since the update to City Council on February 19, 2019, include:

- Successful completion of 30-day commissioning of the thickening system
- Completion of work replacing No. 4 Water (4W) pumps
- Certificate of Substantial Completion for thickening system and 4W system issued on April 16, 2019
- Continued miscellaneous building clean-up and work touching up paint, installations, handrails, etc.
- Continued electrical work on Mechanical Control Center (MCC) No. 7, including a successful power shutdown coordinated with Idaho Power and plant operators
- Submitted 579 technical submittals since the beginning of project. Staff and the WPMT strive to respond to submittals as quickly as possible. Average response time is currently 16 days

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

- Start-up of dewatering centrifuge system
- Continuation of electrical and instrumentation work on MCC No. 7 in the blower building
- Commissioning and testing of several construction components, including plant drain lift station, polymer and thickening systems, and dewatering system is slated for February through April 2019
- Punch list completion by contractor

The following photos show the progression of Project Group B:
Figure 1 – Thickened Waste Activated Sludge (TWAS) pumps and check valves

Figure 2 – Centrifuges placed on pedestals in Solids Handling Building
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 52%
- The Contract Work Completed is currently at 42%

Key activities and milestones achieved since the update to City Council on February 19, 2019, include:
- Continuation of contractor submittal process for construction work
- Completion of rebar and formwork for wall concrete pours
- Placement of three wall sections for Primary Digester No. 4. Three of the four planned concrete pours have occurred in these digester wall sections
- Submitted 77 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 18 days

Based on the current project schedule, the following are the major work items expected to be completed soon:
- Completion of wall placement and concrete pouring
- 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 wall concrete pour
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>-777,194</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Group A Total</strong></td>
<td>$13,994,000</td>
<td>$13,994,000</td>
<td></td>
<td>$14,071,194</td>
<td>101%</td>
</tr>
<tr>
<td>Project Group B - JC</td>
<td>$11,255,000</td>
<td>$11,554,500</td>
<td>2.6%</td>
<td>$10,511,674</td>
<td>91%</td>
</tr>
<tr>
<td>Project Group B Contingency</td>
<td>$500,000</td>
<td>$200,500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Group B Total</strong></td>
<td>$11,755,000</td>
<td>$11,755,000</td>
<td></td>
<td>$10,511,674</td>
<td>89%</td>
</tr>
<tr>
<td>Project Group C – Ewing</td>
<td>$3,311,094</td>
<td>$3,215,085</td>
<td>-3.0%</td>
<td>$1,468,916</td>
<td>46%</td>
</tr>
<tr>
<td>Project Group C Contingency</td>
<td>$150,000</td>
<td>$246,009</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Group C Total</strong></td>
<td>$3,461,094</td>
<td>$3,461,094</td>
<td></td>
<td>$1,468,916</td>
<td>42%</td>
</tr>
<tr>
<td><strong>PHASE I UPGRADES TOTAL</strong></td>
<td>$29,210,094</td>
<td>$29,210,094</td>
<td>6.6%</td>
<td>$26,051,783</td>
<td>89%</td>
</tr>
</tbody>
</table>

Overall project authorization was not exceeded. Savings in other contracts resulted in finishing under the original project budget of $18.5M.
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 draft Basis of Design Report which establishes project direction and serves as the basis for future design efforts. The Nampa Wastewater Technical Team has evaluated both liquid stream and solid stream processes including design objectives and product quality criteria, liquid stream process selection, solid stream process selection, solids mass balance, and hydraulic profile. This information was packaged in several technical memorandums which has been submitted to the City for review
- Development of business case evaluations for select liquids and solids stream unit processes to identify recommended technologies and processes for preliminary design. The decisions on these items are noted in the decision log below
- Development of recommended project packaging and delivery approach. This included an analysis of potential project delivery models, including traditional design-bid-build, construction manager/general contractor (CM/GC), progressive design-build, and fixed-price design-build. Several project packaging alternatives were also reviewed as part of this exercise. The final recommendations from this analysis will be presented at the May 6 Special City Council meeting, and May 20, 2019, City Council meeting
- Started preliminary design activities for Project Group D (Primary Digester No. 5 and Flare Relocation) and Project Group E (Laboratory and Administration Building)
- Conducted seven meetings with the Nampa Wastewater 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 Nampa Wastewater Technical Team’s design process

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

- Completion of the Basis of Design Report
- Continuation of preliminary design activities for Project Group D and Project Group E
- Initiation of preliminary design activities for Project Group F (Blower Building, Aeration Basin No. 4, Final Clarifier No. 4, Digested Sludge Storage Tank, Return Activated Sludge (RAS) Pumps/Waste Activated Sludge (WAS) Pumps/Final Clarifier Mechanism Replacements, Side Development/ Yard Piping/ Demolition, MCC Replacements)
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>Liquid Stream Decisions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liquid Product Quality Design</td>
<td>Pending</td>
<td>Decision will be informed by Recycled Water Permit.</td>
</tr>
<tr>
<td>Criteria</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Secondary Treatment Technology</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Primary Clarification Design</td>
<td>Pending</td>
<td>Repair and replacement projects to be further defined pending other decisions.</td>
</tr>
<tr>
<td>Approach</td>
<td></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></td>
</tr>
<tr>
<td>Headwork Design Approach</td>
<td>Pending</td>
<td>Repair and replacement projects to be further defined pending other decisions.</td>
</tr>
<tr>
<td>Sidestream Treatment Technology</td>
<td>Pending</td>
<td>DRC recommended gathering more information to inform decision making. More information is currently being gathered.</td>
</tr>
<tr>
<td>Hydraulic Profile</td>
<td>Pending</td>
<td>Hydraulic profile to be confirmed.</td>
</tr>
<tr>
<td>Solid Stream Decisions</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(6) Public Hearings

Item #6-1. - Mayor Kling opened a public hearing for a vacation of the alley Right-Of-Way in Block 179 of Kurtz Addition, Nampa, between Vacated E Georgia St on the north and E Hawaii Ave on the south, in the NW ¼ of Section 34 T3N R2W, within an RML (Limited Multiple Family Residential) zoning district, in order to develop the site into a 70 unit senior affordable housing development. A sewer easement will be retained in the vacated alley, for Sky Ridge Limited Partnership.

Brian Aydelotte and Doug Crowther, 2901 North Fry Street presented the request.

Principal Planer Rodney Ashby presented the following staff report explaining that the request is for a vacation of the Twenty (20) ft x three hundred forty (340) ft section of alley Right-Of-Way in Block 179 of Kurtz Addition, Nampa, between Vacated E Georgia St on the north and E Hawaii Ave on the south, in the NW ¼ of Section 34 T3N R2W, within an RML (Limited Multiple Family Residential) zoning district. A sewer easement will be retained in the vacated alley. The
Applicant(s) state they are requesting the easement vacations in order to construct two single-story senior living buildings (70 units) …

**Applicable Regulations**

Respecting easement vacation requests, our code presently states that:

10-27-12: CORRECTING/VACATING/AMENDING PLATS:

D. Correcting Plats:

3. Vacation to Erase Easement or Right-Of-Way: Vacation approval shall be required in order to either erase some or all or part 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. (Ord. 4340, 9-18-2017)

**General Information/Narrated Findings**

City Council will be considering a development agreement modification for this property as a separate public hearing item on the May 6th agenda to construct single story senior living apartments on the subject property at 412 E Hawaii Ave, Nampa.

The matter to be considered today is the applicant’s request to vacate:

- Twenty (20) ft x three hundred forty (340) ft section of alley Right-Of-Way in Block 179 of Kurtz Addition, Nampa, between Vacated E Georgia Street on the north and East Hawaii Avenue on the south, the 20 ft x 340 ft sewer easement in said alley to be retained, located in the NW ¼ of Section 34 T3N R2WW, as found in Plat Book 2 of Canyon County.

In order to develop the property, the Applicant seeks vacation of the alley. Though a 1968 ordinance (no. 1117, Exhibits 7-14) appeared to show the vacation of the alley of block 179 on the exhibit, the ordinance excluded block 179 from the narrative. This may have been because of the sewer line and sewer easement running the length of the alley. The Applicant requested a title report and discovered the need to vacate the alley right-of-way. Both the city’s engineering office and Canyon County Assessor’s office confirmed this need. A 12” Sewer Main and associated easement runs north/south along what was platted as an alleyway on block 179. This sewer line and easement will remain on the property, and no building shall be built over the easement, nor having applicant drawings and development agreements proposed buildings over the easement.
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State law indicates that, “Easements shall be vacated in the same manner as streets.” (§ 50-1325). Idaho Code Section 50-1321 requires that in order to vacate a street, among other prerequisites, “the owner or owners of the property abutting said public street…have been served with notice of the proposed abandonment in the same manner and for the same time as is now or may hereafter be provide for the service of the summons in an action at law.” This appears distinct from a situation where a plat is being proposed for vacation and wherein lie one or more utility easements wherewith a different set of notification requirements appertain (I.C. § 50-1306 (A) (5)). Legal counsel has affirmed that convening a public hearing to publicly address a vacation address, especially in the matter of easement relinquishments, is satisfactory to lawfully communicate the applicant’s purpose.

The City of Nampa’s Engineering Division has indicated support for the vacation of right-of-way with the condition that a utility easement in favor of the City of Nampa be retained for the entire twenty-foot (20-foot) width. The Nampa & Meridian Irrigation District also supported the vacation on condition that the development retain all surface drainage. No other city department, partnering agency, or citizen opposition to this application was received by 5:00 p.m. April 29, 2019 (see attached correspondence).

**Recommendation:** The proposed vacation is requested to facilitate construction of senior housing on a parcel that could be considered a candidate for in-fill development. The area is largely developed out and is serviced by utilities, public safety, parks, and other city services. The vacation of these easements is unlikely to have a negative consequence on servicing the area in the future. The City’s Comprehensive Plan outlines multiple benefits of infill development, including the fact that the city already has utilities and provides service to these areas without significant increased costs. Objectives and strategies in the Comprehensive Plan call for “placing a high priority on” infill development. The City Council may find that approval of the vacation would help facilitate achieving the objectives and strategies related to infill development in the Comprehensive Plan.

**Recommended Conditions of Approval**

Should the City Council vote to vacate the alley right-of-way associated with this application as described in the application and attached exhibit(s) 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. The entire twenty-foot (20-foot) width to be vacated, be retained as a utility easement in favor of the City of Nampa.
2. All storm drainage be retained on-site or if any surface drainage leaves the site, a Land Use Change Application be submitted to Nampa & Meridian Irrigation District for review and approval before final platting.
Councillmembers asked questions.

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

Doug Crowther answered questions from Councilmembers.

Wayne Ellis, 640 South Valley Drive asked questions concerning his property.

Rodney Ashby answered questions and concerns that were brought forward.

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

   MOTION CARRIED

MOVED by Rodriguez and SECONDED by Levi to approve the vacation of the alley Right-Of-Way in Block 179 of Kurtz Addition, Nampa, between Vacated E Georgia St on the north and E Hawaii Ave on the south, in the NW ¼ of Section 34 T3N R2W, within an RML (Limited Multiple Family Residential) zoning district, in order to develop the site into a 70 unit senior affordable housing development with staff conditions and authorize the City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

   MOTION CARRIED

Item #6-2. - Mayor Kling opened a public hearing for modification of Zoning Development Agreement between Moonlake Consulting, LLC and the City of Nampa recorded 11/06/2017 as Inst. No. 2001-048306 modifying the conceptual site and building plans to accommodate senior apartment living on a single-story arrangement for a 2.978-acre portion of the NW ¼ of Section 34 T3N R2W BM), for Joe Presher, representing Douglas Petersen, Sky Ridge LP.

Brian Aydelotte and Doug Crowther presented the request.

Rodney Ashby presented the following staff report explaining that the request is for modification of an annexation & zoning development agreement between Moonlake Consulting and the City of Nampa recorded 11/06/2017 as Instrument No. 2017-048306 (Ord. no. 4343) by amending the commitments/conditions/terms/parties thereof, and the conceptual site and building plans to accommodate senior apartment living on a single-story arrangement for Sky Ridge LP. (…Said application and its attendant build-out plan are hereinafter referred to as the “Project”; alternatively, the “Development” …)
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Property Area and Location(s): A 2.978-acre land located in a Limited Multiple Family Residential (RML) Zone within a portion of the NW ¼ of Section 34, T3N, R2W, Boise Meridian, Canyon County, Nampa at 412 E Hawaii Ave. (hereinafter the “Property”) …

Abbreviated History and Commentary: In 2017 Moonlake Consulting LLC, representative of Nederend Farms, LLLP, the owner of the Property, applied for a rezone from Residential Professional (RP) zoning to Limited Multi Family Residential (RML) zoning. Moonlake Consulting LLC entered into a development agreement with the City of Nampa, in October 2017, to develop a series of two-story, multiple-family structures with associated site amenities (i.e. parking, landscaping, etc.) on the Property. Nampa Planning & Zoning Commission recommended approval of the zoning change and the development agreement and Nampa City Council approved both items on October 16, 2017. The development agreement was recorded on November 6, 2017 as Instrument No. 2017-048306 (Ord. no. 4343).


The applicant has requested a development agreement modification “to accommodate senior apartment living on a single-story arrangement.” This modification would result in a change of the party to the agreement as well as a change from developing two-story multiple family residential buildings, to developing single-story multiple family residential buildings.

The Nampa Planning & Zoning Commission, during their regularly scheduled public hearing of 3/26/2019, voted to recommend approval of the above referenced request, on conditions that the development follow all applicable City requirements and obtain appropriate permits.

Development Agreement Modification

Development Agreements are land use contracts [and treated as contracts by Idaho’s Supreme Court versus a form of zoning related entitlement] authorized in state code in the Local Land Use Planning Act section (Title 67) thereof.

Criteria to guide the Council regarding the requested Development Agreement Modification(s) are absent from state statute or City ordinance. Thus, approving or not approving the Development Agreement Modification aspect of the Applicant/Developer’s application package becomes a purely subjective matter decision on the part of the City as [controlling] party to/of the Development Agreement contract associated with this report.

The City’s Comprehensive Plan serves as a guide for development decisions. The Comprehensive Plan has limited discussion about senior housing, instead focusing on meeting the housing
demands of the changing demographics. The Comprehensive Plan emphasizes the need for diversifying our housing stock, stating – “The City of Nampa aims to foster diversity in housing within the community” (Nampa 2035 Comprehensive Plan 3.0). The following were listed as concerns over a lack of diverse housing:
- Sprawl
- Traffic congestion
- Deteriorating housing in concentrated areas

The Comprehensive Plan strongly emphasizes support for infill development. It highlights many benefits for infill development, including the cost savings associated with utilizing existing community services (sewer, water, streets, public safety, etc.), and its ability to help limit sprawl (3.15.1). The proposed development currently has primary city utility services and streets in the immediate vicinity. Though there is some potential for other infill in the area, the subject parcel is generally surrounded by suburban development, making it a good example of potential infill development. The proposed change from two-story town home structures to single-story senior living structures appears to meet the needs of a growing segment of our population, further diversifying the housing in the area.

Attached hereto is a copy of Ordinance no. 4343 -- the [original] Development Agreement. The basic nature of the amendments proposed to said Agreement are as noted above in the “Requested/Needful Actions Recommendation” section of this report.

Also attached is a copy of the applicant’s proposed Amended and Restated Development Agreement. Nampa’s legal counsel has reviewed this agreement and found it to be consistent with the request. If City Council should choose to approve the development agreement, the applicant has requested that the ordinance approving the agreement be considered and approved under the suspension of rules on May 6, 2019. Staff and legal counsel find this request appropriate and have prepared the ordinance for approval as a “Business Item” on the May 6th City Council agenda.

**Recommended Condition(s) of Approval**

If the Commission votes to recommend to the City Council that they approve the requested Development Agreement Modification application as proposed by the Applicant, staff recommends including the following Condition(s) of Approval:

**Development Agreement Modification/Rezone Based:**

1. That the Applicant, as Owner/Developer shall enter into a Modified Development Agreement (contract) with the City of Nampa for the Property. The Agreement shall contain such conditions, terms, restrictions, representations, exhibits, acknowledgments and timelines as necessary to facilitate development of the properties as contemplated by the Applicant and agreed to and
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conditioned by the City through its Council or executive departments or outside agencies properly involved in the review of the Applicant’s request(s), including pathway deeding and dedication.

2. <Any other condition(s) as City Council concludes befit(s) the Development Agreement portion of the Application package…>

Councilmembers asked questions and made comments.

Fire Chief Kirk Carpenter answered questions from Council.

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

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

MOTION CARRIED

MOVED by Levi and SECONDED by Rodriguez to approve the modification of Zoning Development Agreement between Moonlake Consulting, LLC and the City of Nampa recorded 11/06/2017 as Inst. No. 2001-048306 modifying the conceptual site and building plans to accommodate senior apartment living on a single-story arrangement for a 2.978-acre portion of the NW ¼ of Section 34 T3N R2W BM), for Joe Presher, representing Douglas Petersen, Sky Ridge LP with staff conditions and authorize the City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #6-3. - Mayor Kling opened a public hearing for annexation and zoning to RS-7 (Single Family Residential – 7,000 sq. ft minimum lot size) at 2704 E Amity Ave. (A .46 acre or 19,726 sq. ft portion of the SE ¼ of Section 26 T3N R2W BM and Tax 98951 in the SE ¼ less the South 40 feet), for Arnulfo Romero for connection to City water and sewer.

Applicant was not in attendance for the request.

Rodney Ashby presented the following staff report explaining that the request is for annexation and zoning to RS-7 (Single Family Residential – 7,000 sq. ft) for the purpose of connecting to city water and sewer located at 2704 East Amity Avenue for Arnulfo Romero.

General Information
Planning and Zoning Commission Recommendation: The Nampa Planning & Zoning Commission, during their regularly scheduled public hearing of 3/26/2019, voted to recommend approval of the above referenced request. The Planning & Zoning Commission made their decision contingent upon Applicant/Development compliance with the following condition(s):

**Generally:**

1. Developer(s) shall comply with all applicable requirements [including obtaining proper permits – like a Building Permit, etc.] as may be imposed by City agencies appropriately involved in the review of this request (e.g., Nampa Fire, Building, Planning and Zoning and Engineering Departments/Divisions) as the entitlement(s) granted by virtue of the City’s approvals of the requested annexation and zoning assignment do not, and shall not have, the effect of abrogating requirements from those departments/agencies in connection with entitlement of the Property; and,

**Specifically:**

2. Abandonment of the existing septic system will be accomplished under the guidelines established by Southwest District Health Department.

3. Disconnection from the existing well to be verified by City Building Department Plumbing inspector with issuance and inspection of a City Building Department Plumbing permit.

**Applicable History:** The applicant has requested annexation and zoning to connect the enclaved rural residential property to city water and sewer service. As part of the Amity Widening project, City utilities were stubbed to the property for this purpose. **Status of Applicant:** Owner. **Annexation Location:** 2704 E. Amity Ave. (A portion of the SE ¼ of Section 26, T3N, R2W, BM and Tax 98951 in the SE ¼ SE ¼ less the South 40 feet.) **Proposed Zoning:** RS 7 (Single Family Residential – 7,000 sq., ft.) **Total Size:** Approximately .46 acre or 19,726 sf. **Existing Zoning:** County R1 (Single Family Residential) **Comprehensive Plan Designation:** Medium Density Residential. **Surrounding Land Use and Zoning:** North- Enclaved Single Family Residential, County- R1; South- Amity Road (BC)/Enclaved Single Family Residential, County – R1; East- Single Family Residential, City- RS 7; West- Enclaved Single Family Residential, County – R1. **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. The parcel connects with the city limits at its east and south boundaries. The parcel is part of a 10-parcel, 12.6-acre enclaved area. **Existing Uses:** Residential parcel with single family dwelling and landscaped yard.

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**Public Utilities:** 12” water main in E. Amity Ave. - 8” sewer main in E. Amity Ave. - 12” irrigation main in E. Amity Ave.  **Public Services:** Police and fire already service city incorporated areas near the location.  **Physical Site Characteristics:** Existing rural residential parcel with single family residence and landscaped yard.  **Transportation:** Access to the property is from E. Amity Ave.  **Correspondence:** No correspondence has been received from any area property owners or residents either opposing or supporting the request for annexation and zoning to RS 7.

**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 Planning & Zoning Commission recommends approval of the requested annexation and zoning the following findings are suggested:

1) The requested annexation parcel connects with the city limits along its east and south boundaries. The parcel is part of a 10-parcel 13.5-acre enclaved area.

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 have been annexed and developed.

3) The proposed zoning conforms with the city’s comprehensive plan future land use map for medium density residential land use and is reasonably compatible with existing and proposed land uses in the area.

4) The property owner requested annexation and zoning to RS 7 to connect the property to city water and sewer service.

**Recommended Conditions of Approval**

Staff suggests the City Council approve the Annexation and Zoning subject to the following engineering required conditions of approval:

1) Abandonment of the existing septic system will be accomplished under the guidelines established by Southwest District Health Department.

2) Disconnection from the existing well to be verified by City Building Department Plumbing inspector with issuance and inspection of a City Building Department Plumbing permit.

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

Councilmember Levi asked questions.
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MOVED by Hogaboam 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 Hogaboam to approve the annexation and zoning to RS-7 (Single Family Residential – 7000 sq. ft minimum lot size) at 2704 E Amity Ave. (A .46 acre or 19,726 sq. ft portion of the SE ¼ of Section 26 T3N R2W BM and Tax 98951 in the SE ¼ less the South 40 feet), for Arnulfo Romero for connection to City water and sewer with staff conditions and authorize the City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #6-4. - Mayor Kling opened a public hearing for a variance to City of Nampa Zoning Ordinance Section 10-18-6-C – Front Yard Setbacks, requiring a 25 ft setback from the front property line for structures. The property is located at 8100 E Executive Dr (Lot 7, Block 1 of Executive Park Subdivision, in the SE ¼ Section 10 T3N R2W), within an IP (Industrial Park) zoning district. The applicant states they are requesting the Setback Variance in order to allow a reduced front yard setback of 10 ft 7 inches for construction of a proposed new two-story 50 ft x 50 ft addition for a laboratory and office space. According to the applicant, the Variance is required because the existing space to the east is used for truck traffic and loading docks, and the area on the west side of the property is planned for future warehousing and production expansion.

Justin Holtis and Michael J. Thomas, 8100 East Executive Drive presented the request.

Planning and Zoning Director Norm Holm presented the following staff report explaining that the request is for a variance to Section 10-18-6-C. Front Yard Setbacks, reducing the required setback from twenty five (25) ft. to ten (10) feet seven (7) inches for a building addition in front of the east end of the main building at 8100 East Executive Drive for Wyckoff Farms – Court Wycoff – Michael Jay Thompson

Purpose/Applicant Explanation: “Our proposed expansion of the building southward at 8100 E Executive is imperative to our company's growth at this facility. Our operation has grown rapidly over the past few years and the need for a new product development laboratory and additional office space is needed. With no room to expand to the North, truck traffic and loading docks to the East, and plans to expand warehousing and production to the West, this location on the South side of the building is our only feasible option for continued growth.

The building will not extend much beyond the existing office space and is designed to match the existing structure. If we are limited to the current setback or property line this expansion will not be viable in the given space.”
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General Information

Status of Applicant: Owner. Existing Zoning: IP (Industrial Park) Location: 8100 E. Executive Drive, Nampa; also known as Parcel R31018106, located at the SE Quarter of Section 10, Township 3N, Range 2W, Boise-Meridian, Canyon County, Idaho. Size of Property: 6.07 acres or a 264,419 sq. ft. portion of Lot 7, Block 1, Executive Business Park. Surrounding Land Use and Zoning: North- Industrial, IL (Light Industrial) - South- Industrial, IP (Industrial Park) - East- Industrial, IP (Industrial Park) - West- Industrial, IL (Light Industrial). Comprehensive Plan Designation: Light Industrial

History: Currently surrounding buildings and property originally developed for industrial uses.

Applicable Regulations:

10-24-1: [Variance] Purpose:

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

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

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

10-24-2: Actions:

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

10-18-6 Property Area, Coverage and Yard Requirements: *(for the IP Zone)*

C. Front Yard Setbacks: In addition to the definition set forth in chapter 1 of this title, "front yard areas" are defined to include, but not be limited to, yard areas adjoining a freeway or a frontage road contiguous to a freeway. A minimum of twenty-five feet (25') is required for structures and fifteen feet (15') for parking areas.

**Special Information**

Transportion/Access: The subject property is accessed from N. Franklin Blvd., a principal arterial via E. Executive Dr., a local road.

Environmental, Aesthetics/Landscaping: The applicant states they are requesting the Variance in order to allow a reduced front yard setback of 10 feet 7 inches for construction of a proposed new two story 50-foot x 50-foot addition for a laboratory and additional office space. The addition is proposed to be constructed in front of the main building at the east end. The architecture of the addition appears to be compatible in appearance with the main building as well as other industrial buildings in the area off E. Executive Ave. However, the subject building addition is the only building along E. Executive Ave. that would extend to within 10 feet 7 inches of the right-of-way.

Citizen Input: At the time of the preparation of this staff report, no comments were received by property owners or nearby businesses and residents.

**Narrative/Comments**

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

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

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

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The owner indicates that the proposed expansion of the building southward is imperative to their company's growth on the property. The operation has grown rapidly over the past few years and the need for a new product development laboratory and additional office space is required. With no room to expand to the North, truck traffic and loading docks to the East, and plans to expand warehousing and production to the West, the location on the South side of the building is the only feasible option. They also indicate that the building will not extend much beyond the existing office space and is designed to match the existing structure and that if a 25’ front setback is required the expansion will not be viable in the given space.

Staff recommends that If the City Council votes to grant this variance the approval be based on the required findings of Section 10-24-2 of the Nampa City Code. Staff agrees that there are unique site circumstances in relation to this location that justify approval of the variance:

1) This is the only feasible location where the necessary space can be constructed on the site.
2) Construction of the addition will not have any negative impact on other property owners or improvements in the vicinity.

**Recommended Conditions of Approval**

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

1) The applicant shall comply with all applicable requirements as may be imposed by City divisions/departments appropriately involved in the review of this request as the Variance
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approval shall not have the effect of abrogating requirements from those City divisions/departments.

Councilmembers asked questions.

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

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

MOTION CARRIED

MOVED by Levi and SECONDED by Hogaboam to approve the variance to City of Nampa Zoning Ordinance Section 10-18-6-C – Front Yard Setbacks, requiring a 25 ft setback from the front property line for structures. The property is located at 8100 E Executive Dr (Lot 7, Block 1 of Executive Park Subdivision, in the SE ¼ Section 10 T3N R2W), within an IP (Industrial Park) zoning district. The applicant states they are requesting the Setback Variance in order to allow a reduced front yard setback of 10 ft 7 inches for construction of a proposed new two-story 50 ft x 50 ft addition for a laboratory and office space. According to the applicant, the Variance is required because the existing space to the east is used for truck traffic and loading docks, and the area on the west side of the property is planned for future warehousing and production expansion with staff conditions. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

❖ (5) New Business ❖

Item #5-1. - Mayor Kling presented the request to approve the appointment of Randy Haverfield to the Arts and Historic Preservation Commission.

Councilmember Levi made comments from the Arts and Historic Preservation Commission.

Chief of Staff Bobby Sanchez made comments.

MOVED by Skaug and SECONDED by Hogaboam to approve the appointment of Randy Haverfield to the Arts and Historic Preservation Commission. The Mayor asked for a roll call vote with Councilmembers Rodriguez, Bruner, Levi, Hogaboam, Skaug voting YES. Councilmember Haverfield ABSTAINED. The Mayor declared the

MOTION CARRIED
Item #5-2. - Mayor Kling presented the request to approve the appointment of Wayne Thiel to the Nampa Airport Commission.

MOVED by Haverfield and SECONDED by Bruner to approve the appointment of Wayne Thiel to the Nampa Airport Commission. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the MOTION CARRIED

Item #5-3. - Mayor Kling presented the request for approval of FY19 budget estimate for First Interstate Bank Building purchase tenant improvement, utilities, operations, maintenance, and custodial and authorize procurement of design services, construction services, equipment purchases, and related equipment installation services for the tenant improvement of First Interstate Bank building.

Building and Safety Director Patrick Sullivan presented a staff report explaining that the Background: The city of Nampa administrative offices has outgrown their space in multiple buildings. In October of 2018, the city of Nampa entered into an agreement with First Interstate Bank (FIB) to lease, and eventually purchase the property located at 500 12th Ave. S. in Nampa in 2019. After the purchase of the FIB Building on June 30, 2019; the second phase will be to remodel the first floor and basement to consolidate 6 service departments into the new “Nampa Development Services Center.” These department moves will free up space in Fire Station 4, City Hall, 9 12th Ave South, and the basement of the Family Justice Center Building for both current and future office space needs.

Funding: The purchase of the building will be funded by the General Fund Reserve Balance. Facilities, Operations, and Maintenance costs for the building will be funded by the general fund. Design services, construction services, equipment purchases, and related equipment installation services will be funded by the Development Services Reserve Fund Balance. These items will be added to the FY19 Budget through a budget amendment in late summer of 2019.

Legal Review: The intent to purchase document signed in October of 2018 will be the basis for the purchase documents to be prepared by the City Attorney and the Seller’s Attorney. The closing documents will be reviewed and approved by Legal prior to closing. All required contracts and or task orders for work performed for the tenant improvement will be reviewed by the City Attorney. The design services task order in this action item has been reviewed by legal.

Authorize procurement of design services, construction services, equipment purchases, and related equipment installation services for the Remodel of First Interstate Bank Building.

Legal and Finance have reviewed this Action Item.

Purchase and Remodel Budget Recap

![Budget Recap Table]

Remodel Budget Recap

![Remodel Budget Table]
Mayor and Councilmembers asked questions and made comments.

MOVED by Bruner and SECONDED by Skaug to approve the FY19 Budget Estimate for: the purchase, closing costs and fees; facilities, operations and maintenance costs; and tenant improvement and equipment costs for the First Interstate Bank Building located at 500 12th Avenue South and authorize the Economic Development Department, Facilities Development Department, and City Attorney to initiate and manage the purchase of the First Interstate Bank Building located at 500 12th Avenue South with a closing date scheduled on or before June 30, 2019 and authorize the Facilities Development Department to procure design services, construction services, equipment purchases, and related equipment installation services necessary to remodel the basement and first floor of the First Interstate Bank Building for occupancy by City of Nampa Departments based on the approved budget Recap and authorize Mayor Kling to sign a Work Task Order for Miscellaneous Professional Services, in the amount of $31,000 with JGT Architecture for the Development of bidding documents and plans for the Tenant Improvement of the First Interstate Bank Building located at 500 12th Avenue South. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the MOTION CARRIED

Item #5-4. - Mayor Kling presented the request to authorize the Mayor to enter a Memorandum of Understanding with Salvation Army Nampa as a third-party administrator for Nampa Shares & Cares program.
City Treasurer Deborah Spille presented a staff report explaining that the current Nampa Cares and Shares Program (NSAC) was developed and adopted in April of 2012. I've attached the Nampa Cares and Shares established criteria and guidelines, the WICAP (3rd party administrator) MOU and the Ordinance to allow UB Unclaimed Funds to be utilized by NSAC. NSAC has assisted a total of 151 Nampa households totaling $10,750 in assistance since 2012, 12 households have benefited in the first six months of FY19.

**Program Challenges:**
- Eligibility requirements may be too stringent or cumbersome. For example, the guidelines stipulate the applicant's income level be equal to or below 125% of the Federal Poverty Level. Currently, $32,188 is 125% of the annual poverty level for a family of four.
- WICAP is in Caldwell, this makes transportation difficult and/or costly for citizens.
- Over 65% of UB customers pay through a variety of electronic payment options. Many of these options are not conducive to 'rounding up' the payment, thus low participation.
- The UB Statement accommodates adding a donation to the payment but we have less than 25% customers that pay by USPS, thus participation is low.
- We offer online or in-office enrollment in a recurring donation to NSAC, but we do not have many participants.

**Enhancements and Considerations:**
- Evaluate program requirements and revise to increase eligibility.
- Consider a 3rd party administrator in Nampa.
- Develop communications and campaigns that inform the public of donation and assistance opportunities.
- Make it easier to donate. We will be looking for opportunities with Tyler software.

**Nampa Shares and Cares**

The goal of Nampa Shares and Cares is to assist households who meet established criteria and guidelines with the following assistance for water/sewer service.

* Payment of a City of Nampa utility account billing of up to 2 months.
* Assistance per household not to exceed $150 in a 24-month period (2 years)
* Assistance will be in the form of a payment voucher to Nampa's Utility Billing on the applicant's account. No checks or cash will be issued directly to a customer.

Determining factors for assistance: Due to the limited total funds available assistance is not guaranteed, even to those applicants who meet the requirements for eligibility. Western Idaho Community Action Partnerships (WICAP) shall determine whether each applicant is eligible to receive assistance, based on the following criteria:
* The applicant's utility account must be in the name of the applicant.
* The applicant's income level must be equal to or below 125% of the poverty level.
* The applicant's utility account must be a non-commercial account with water service.
* The applicant's account must be clear of any meter pull penalties.
* The applicant must not have received assistance through Nampa Shares and Cares anytime during the previous 24 months.

In determining who shall receive a portion of the limited assistance available, as between applicants who otherwise meet the above enumerated criteria, WI CAP shall place special consideration upon those applicants who demonstrate any of the following factors, which are not listed in any order:

* Households that include persons aged 65 or older and/or children under the age of 18
* Households that include handicapped or disabled persons
* Hardship cases, including, but not limited to:
  - Involuntary unemployment
  - Medical crisis
  - Other family crisis such as death, desertion, or imprisonment

Note: The City reserves the right to void an approved application by WICAP should it be found that the applicant misled or provided false information on the application or were otherwise ineligible. The City will make the reversal decision known to the customer and WICAP. In addition, depending on the amount owed to the City, assistance does not guarantee that services will be restored to the customer.

Councilmembers asked questions.

**MOVED** by Skaug and **SECONDED** by Haverfield to authorize the Mayor to enter a Memorandum of Understanding with Salvation Army Nampa as a third-party administrator for Nampa Shares & Cares program. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the **MOTION CARRIED**

**Item #5-5.** - Mayor Kling presented the request to authorize the use of Republic Services donation to fund Nampa Shares and Cares Program.

Mayor Kling gave a staff report on receiving the funds from Republic Services and where we would like the money to be donated for. Mayor Kling suggested to have it go to Nampa Shares and Cares Program.

**MOVED** by Bruner to authorize the use of Republic Services donation to fund Nampa Shares and Cares Program.

**MOTION DIED FO LACK OF SECOND**
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Mayor and Councilmembers made comments.

MOVED by Bruner and SECONDED by Haverfield to authorize the use of Republic Services donation to fund Nampa Shares and Cares Programs for Seniors 62 and above. The Mayor asked for a roll call vote with all Councilmembers Rodriguez, Hogaboam, Levi, Haverfield, Bruner voting YES. Councilmember Skaug voting NO. The Mayor declared the MOTION CARRIED

Item #5-6. - Mayor Kling presented the request to authorize the Mayor and Public Works Director to Sign Task Order for Scope of Work for Consultant Services with Parametrix for the North 39th Street Alternative Study for Airport Division. (Reviewed by Legal) (Approved in FY19 Budget)

Deputy Public Works Director Jeff Barnes presented a staff report explaining that the Airport-Overland Corridor Study, approved by City Council in 2012, explored two major questions:

1. Could Airport Road be extended eastward in the future to connect with Ada County’s Overland Road intersection at Ten Mile Road, thus providing increased regional east/west access?
2. What transportation consequences would ensue if the 2011 Airport Master Plan suggestion to extend the runway were implemented?

Question 1 concluded that this future connection was feasible and would terminate in Nampa at the intersection of North 39th Street and Garrity Boulevard rather than at Kings Road. This terminus was strongly recommended due to, (a) complexity of the Kings Road/Garrity Boulevard/Airport Road intersection at Ten Mile Road, thus providing increased regional east/west access?

Question 2, therefore, included recommendations for how to reduce stopped traffic at the intersection of Kings Road and Garrity Boulevard. One of its primary conclusions was to sever Airport Road’s access to Kings Road and improve North 39th Street as the future primary entrance to the Airport. A second recommendation from Question 2 was to complete Comstock Avenue from Kings Road to 39th Street, effectively enticing eastbound freight traffic from north of Garrity Boulevard to use this improved alignment (rather than standing in line within the RPZ to make a left turn at Kings Road)

A temporary traffic signal at the intersection of North 39th Street and Garrity Boulevard, and intersection realignment geometry, were both approved by City Council in 2015 as first steps in implementing RPZ related recommendations. A development agreement with Saint Alphonsus Hospital commits the City to construct North 39th Street north of Garrity Boulevard, up to and
including a roundabout at North 39th Street’s intersection with Comstock Avenue. Comstock Avenue, west of North 39th Street, is already subject to immediate development pressure.

Staff has negotiated a scope and fee with Parametrix for ongoing consultant services for the North 39th Street Alternative Study (see Exhibit A).

The scope simply builds on Parametrix’s prior work to complete a forward-looking concept plan for the entire alignment. The completed plan will guide City staff as they work with developers along the proposed alignment for Comstock Avenue. It will also provide a basis for subsequent City staff efforts to solicit funding. Funding sources include impact fees, the Federal Aviation Administration, Idaho Transportation Department freight funds, COMPASS’ Surface Transportation – Urban, among others.

Funding for the scope of work will be provided by Airport Division’s fiscal year 2019 budget.

City staff and Parametrix have agreed upon a scope and fee in the amount of $68,504.00 T&M NTE (time and material not to exceed).

Councilmembers asked questions. MOVED by Bruner and SECONDED by Haverfield to authorize the Mayor and Public Works Director to sign task order for attached scope of work for consultant services with Parametrix for the North 39th Street Alternative Study in the amount of $68,504.00 (T&M NTE) for Airport Division. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #5-7. - Mayor Kling presented the request to authorize an all way stop at the Southside Boulevard and Locust Lane intersection.

City Engineer Daniel Badger presented a staff report explaining that the Increased crashes at the intersection of Southside and Locust Lane prompted an engineering speed study on Southside between Locust Lane and the South City limits (See Exhibit A).

Between 2018 and 2014, there have been 23 total crashes

- 5 Type A (Serious Injury)
- 6 Type B (Evident Injury)
- 3 Type C (Minor Injury)
- 9 Property Damage
Paragon Consulting completed an intersection analysis that included a speed study, sign inventory and signal warrant analysis. (See Exhibit B).

The following improvements have been made:
- City staff coordinated with the Nampa Highway district to reduce the speed limit from 50MPH to 35MPH, on August 1, 2018.
- City staff installed flashing beacons at the stop signs along Locust Lane and along Southside Boulevard in advance of the intersection.
- City staff installed additional warning plaques on the backside of the stop sign poles at the intersection to help notify drivers of the stop at the intersection on March 14, 2019.

Since the speed limit reduction there have been 11 crashes at the intersection.

As a result of recent crashes Engineering staff completed a sight distance analysis and verified that there are no vision obstructions causing safety issues.

Engineering Division, Streets Division and Nampa Police have been discussing options to increase safety and recommend implementation of an all way stop at the Southside Boulevard and Locust Lane intersection.

The improvements will include the installation of new advanced warning and stop signs along Southside Boulevard. Existing signs will be retrofitted with illuminated rings around the signs to help improve awareness of roadway conditions. (See Exhibit C)

A level of service analysis based on the PM peak resulted in the following:

<table>
<thead>
<tr>
<th>Intersection Approach</th>
<th>Current Level of Service (Two Way Stop Control)</th>
<th>Proposed Level of Service (All Way Stop Control)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eastbound Locust Lane</td>
<td>F</td>
<td>B</td>
</tr>
<tr>
<td>Westbound Locust Lane</td>
<td>E</td>
<td>B</td>
</tr>
<tr>
<td>Northbound Southside Boulevard</td>
<td>A</td>
<td>C</td>
</tr>
<tr>
<td>Southbound Southside Boulevard</td>
<td>A</td>
<td>C</td>
</tr>
</tbody>
</table>
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If approved, Streets Division will install the new signage and illuminated rings.

Councilmembers asked questions.

**MOVED** by Rodriguez and **SECONDED** by Haverfield to **authorize an all way stop** at the **Southside Boulevard** and **Locust Lane** intersection. The Mayor asked for a roll call vote with Councilmembers Hogaboam, Levi, Skaug, Haverfield, Rodriguez voting **YES**. Councilmember Bruner voting **NO**. The Mayor declared the **MOTION CARRIED**

**Item #5-8.** - Mayor Kling presented the request to **authorize staff** to proceed with **design** of the **new water tank façade**.

Tom Points presented a staff report explaining that the elevated 500,000-gallon water storage tank at 11th Avenue North and I-84 is nearing the end of its useful life. In addition, the City needs 1 million gallons of additional water storage to meet future needs.

Additional water storage allows for economic expansion, provides clean drinking water and adequate storage capacity to meet fire safety demands.

In June of 2018, Engineering presented three alternatives for the future of the elevated tank. Based on an Engineering study completed by Keller and Associates, and at the recommendation of staff, Council elected to demolish the existing elevated tank and replace it with a new tank at the existing location.

A part of Council action they directed staff to evaluate options for the façade treatment of the new tank.

Staff worked with Keller and Associates to have an architect prepare renderings of design options. In March an internal review group met to determine a preferred option.

Based on this group’s recommendation the attached concept (exhibit A) is the proposed façade for the new water tank.

The cost estimate for these improvements to the tank is $250,000-$275,000.

**MOVED** by Haverfield and **SECONDED** by Skaug to **authorize staff** to proceed with **design** of the **new water tank façade**. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the **MOTION CARRIED**
Item #5-9. - Mayor Kling presented the request to authorize the Mayor to sign the cooperative agreement for Project No. A020(315), I-84, Karcher Interchange to Franklin Boulevard. (Reviewed by Legal)

Tom Points presented a staff report explaining that the Idaho Transportation Department (ITD) has programmed a construction project on I-84 from Karcher Interchange to Franklin Blvd., Nampa. The project includes reconstruction of the Northside Blvd. Interchange and modifications to the Franklin Blvd. Interchange, including beautification efforts within the interchanges. The project requires intermittent traffic detours onto adjacent City roads; detours will be minimized to the extent practical. The project will also relocate City waterlines. This agreement identifies roles and responsibilities of the parties regarding these matters.

Relocation of waterlines were added to the cooperative agreement. During design existing City waterlines were identified needing to be lowered to accommodate improvements to the interchange. Further investigation revealed the need to replace 1350 feet of the water main due to the shallow bury depth of the existing City water main.

ITD has developed a cooperative agreement between the City and the State that will allow design of the water main and allow the City to reimburse design costs next fiscal year, October 2019. City’s legal counsel has reviewed the document and approved. (See Exhibit A).

ITD’s responsibilities include:

- Design and construction of the project.
- Provide construction and detour plans to the City for review.
- Notify City a week in advance of intermittent traffic detours onto City roads.
- Maintain complete accounts of all project funds received and dispersed to determine the City’s portion of actual contract costs to relocate City waterline.
- Upon acceptance of the waterline relocation work by the City, meet and reconcile actual costs compared to estimate. Reimburse the City prior to project close out if actual costs to complete the waterline relocation is less than the estimated costs.

City’s responsibilities include:

- Review and approve submitted construction plans and specifications for the interchange beautification, waterline relocation and detour plans.
- Pay ITD the estimated cost of $371,289.58 for the Northside Boulevard design, labor, materials and equipment associated with the waterline relocation.
- Within 60 days of acceptance of the waterline work and completion of cost reconciliation, pay ITD the additional amount owed for work if any.
Upon completion of construction of the project, assume ownership and responsibility for maintenance of the City’s waterline and all beautification efforts constructed on the project.

The estimated cost of $371,289.58 for the waterline replacement has been identified in the FY20 budget for projects.

Construction of the waterline is anticipated to begin in October 2019, ITD would like to receive payment prior to construction.

MOVED by Bruner and SECONDED by Hogaboam to authorize the Mayor to sign the cooperative agreement for Project No. A020(315), 184, Karcher Interchange to Franklin Boulevard. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #5-10. – The following Ordinance was read by title:

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, VACATING THE TWENTY (20) FOOT WIDE ALLEY AND RIGHT-OF-WAY LOCATED IN BLOCK 179 OF THE KURTZ ADDITION, IN NAMPA, IDAHO, MORE PARTICULARLY DESCRIBED BELOW, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF IN CONFLICT HEREWITH. (Applicant Sky Ridge Limited Partnership)

The Mayor declared this the first reading of the Ordinance.

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

MOVED by Haverfield and SECONDED by Rodriguez to pass the preceding Ordinance under suspension of rules. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the ordinance duly passed, numbered it 4432 and directed the Clerk to record it as required.

MOTION CARRIED

Item #5-11. – The following Ordinance was read by title:

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL, TO MODIFY THE ANNEXATION & ZONING DEVELOPMENT AGREEMENT TO WHICH THAT CERTAIN REAL PROPERTY COMMONLY KNOWN AS 412 E. HAWAII AVENUE,
NAMPA, IDAHO, COMPRISING APPROXIMATELY 2.978 ACRES, MORE OR LESS, IS SUBJECT, DESCRIBED IN ORDINANCE NO. 4343, APPROVED ON OCTOBER 16, 2017, AND RECORDED ON NOVEMBER 6, 2017, AS INSTRUMENT NO. 2017-048306, RECORDS OF CANYON COUNTY, IDAHO, IN CONNECTION WITH DEVELOPMENT OF SAID PROPERTY TO PROVIDE SENIOR HOUSING; DIRECTING THE CITY PLANNING DIRECTOR TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH. (Applicant “Sky Ridge Limited Partnership)

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 Bruner to pass the preceding Ordinance under suspension of rules. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the ordinance duly passed, numbered it 4433 and directed the Clerk to record it as required.

MOTION CARRIED

Item #5-12. – The following Ordinance was read by title:

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL REPEALING TITLE 2, CHAPTERS 3 AND 4 OF THE NAMPA CITY CODE, RESERVING SAID CHAPTER 3 FOR FUTURE CODIFICATION AND ENACTING A NEW CHAPTER 4 PERTAINING TO APPOINTED OFFICIALS, AND DEPARTMENT AND DIVISION HEADS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH. (Applicant Mayors Office)

The Mayor declared this the first reading of the Ordinance.

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

MOVED by Skaug and SECONDED by Haverfield to pass the preceding Ordinance under suspension of rules. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the ordinance duly passed, numbered it 4434 and directed the Clerk to record it as required.

MOTION CARRIED

Item #5-13. – The following Ordinance was read by title:
AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS 2704 E. AMITY AVENUE, COMPRISING APPROXIMATELY 0.46 ACRES, MORE OR LESS, LAY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, IDAHO, AS PART OF THE RS 7 (SINGLE FAMILY RESIDENTIAL – WITH A "REQUIRED PROPERTY AREA" OF AT LEAST 7,000 SQUARE FEET) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND, DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215. (Applicant Arnulfo Romero)

The Mayor declared this the first reading of the Ordinance.

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

MOVED by Bruner and SECONDED by Rodriguez to pass the preceding Ordinance under suspension of rules. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the ordinance duly passed, numbered it 4435 and directed the Clerk to record it as required.

MOTION CARRIED

✦ (7) Unfinished Business ✦

Item #7-1. – The following Ordinance was read by title:

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO TO PROVIDE HC (HEALTHCARE) ZONE DESIGNATION FOR CERTAIN LANDS, COMMONLY KNOWN AS 9850, 9860, AND 9870 ST. LUKE’S DRIVE AND TWO ADJACENT, UNADDRESSED PARCELS ON CHERRY LANE, IN NAMPA, IDAHO, COMPRISING APPROXIMATELY 33.08 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 BC (COMMUNITY BUSINESS) TO HC (HEALTHCARE); PROVIDING FOR RECORDATION; INSTRUCTING THE CITY ENGINEER TO DESIGNATE SAID PROPERTY AS HC (HEALTHCARE) ON THE OFFICIAL
Regular Council  
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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.  (Applicant the Land Group representing St. Luke’s Regional Medical Center LTD)

The Mayor declared this the first reading of the Ordinance.

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

MOVED by Haverfield and SECONDED by Hogaboam to pass the preceding Ordinance under suspension of rules.  Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the ordinance duly passed, numbered it 4436 and directed the Clerk to record it as required.

MOTION CARRIED

❖ (8) Pending Ordinances (Postponed Due to Lack of Supporting Documentation) ❖

8-1. 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)

8-2. 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)

8-3. 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 #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)

8-4. 1st reading of ordinance for 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 NE ¼ of the NW ¼ of Section 9, T3N, R2W, BM) for The Land Group representing St. Luke’s Regional Medical Center LTD (ANN 110-18) (PH was 3-18-2019)

8-5. 1st reading of ordinance for Annexation and Zoning to BC at 0 Star Rd (Parcel R3036301200) on the south side of Ustick Road, east of Star Road, for access to City utilities for a mixed-use development.  (A 4.72-acre parcel situated in the NW ¼ Section 5 T3N R1W BM, Tax
(9) Executive Session

Item #9-1. - Mayor Kling presented the request to adjourn into Motion to Adjourn into Executive Session Pursuant to Idaho Code 74-206 (1) (e) to consider preliminary negations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations;

Item #9-2. - Mayor Kling presented the request to adjourn into 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.

Item #9-3. - Mayor Kling presented the request to adjourn into 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.

MOVED by Hogaboam and SECONDED by Haverfield to adjourn into executive session at 9:26 p.m. pursuant to Idaho Code 74-206 (1) (e) to consider preliminary negations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations; and Idaho Code 74-206 (1) (a) to consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general; and Idaho Code 74-206 (1) (b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student and The Mayor asked for a roll call vote with all councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

MOVED by Skaug and SECONDED by Rodriguez to conclude the executive session at 10:30 p.m. during which discussion was held regarding Idaho Code 74-206 (1) (e) to consider preliminary negations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations; and Idaho Code 74-206 (1) (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; Idaho Code 74-206 (1) (b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

MOVED by Skaug and SECONDED by Rodriguez to adjourn the meeting at 10:31 p.m. The Mayor declared the

MOTION CARRIED

Passed this 20th day of May 2019.

ATTEST:

MAYOR

CITY CLERK
Mayor Kling called the meeting to order at 4:30 p.m.

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

The Mayor explained that the special meeting was to talk about the Nampa Wastewater Treatment Phase II/III Preliminary Design: Project Delivery Approaches.

Public Works Director, Tom Points, opened the meeting by explaining the layout of how the meeting was going to play out and he introduced the team that would be presenting the process.

Matt Gregg with Brown & Caldwell presented the following agenda for the items that were going to be discussed.

**The Issue**
Selecting the correct delivery approach(es) for the Phase II/III Upgrades to the Nampa Wastewater Treatment Plant (WWTP) is a key decision in the overall success of the Wastewater Program. Procurement methods and their resulting delivery models take numerous forms, ranging from standard design-bid-build (DBB) techniques, through construction manager/general contractor (CM/GC), to several variations of design-build (DB). Each of the traditional and collaborative project delivery methods has its own attributes that generally differ in terms of allocation of risks and responsibilities, scheduling and schedule certainty, ownership, performance guarantees, and procurement complexity. The City of Nampa may opt for a combination of delivery methods across various project packages within the Phase II/III Upgrades.

The intent of this Nampa City Council briefing is to provide background information ahead of the May 6th Nampa City Council presentation. This briefing summarizes the recommendation for project packaging, delivery model options, survey results from the Design Review Committee (DRC), and proposed delivery approach for the Phase II Upgrades.

**Background and Analysis**
The Phase II Upgrades at the Nampa WWTP represent a significant capital investment for the City of Nampa. Determining the preferred project packaging approach and selecting an appropriate delivery model for each project is a key step in the successful delivery of the Phase II Upgrades. The following sections summarize the background and analysis for each stage of the delivery model and project packaging development process.

**Project Packaging Background**
The Nampa City’s approach to project packaging is critical to implementing Phase II Upgrades at the Nampa WWTP given the scope, complexity, and regulatory schedule requirements. Project packages divide the overall Phase II Upgrades into discrete projects of varying scope and contract size. The structure of the contract packages directly impacts the organizational commitments, project schedule, and the market acceptance for the Phase II Upgrades.
Nampa’s Wastewater Preliminary Design Team prepared options for contract packaging that sought to balance schedule, site conflicts, state revolving fund loan payback terms, organizational commitments and market acceptance. This analysis paired with feedback from the DRC resulted in the recommendation of five projects as part of the Phase II Upgrades. Figure 1, attached, shows the proposed project packages. The DRC-approved project packaging approach to Phase II Upgrades comes with the following considerations:

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

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

- **Organizational Commitments:** The amount of management and coordination required by the owner increases with every additional project being done. To the extent possible, the recommended packaging and delivery approach establishes manageable organizational commitments to execute the Phase II Upgrades by limiting the number of simultaneously executed project groups.

**Project Delivery Approaches Overview**

Project delivery and procurement methods have generally evolved from the traditional DBB approach as the “baseline” most commonly used by public entities. In recent decades, the various collaborative delivery methodologies have emerged as viable alternatives to traditional delivery. These alternatives to DBB seek to better allocate risk and responsibility, save time, and support a selection methodology beyond low-bid capital price. Four delivery methods for municipal wastewater projects were considered for the Phase II Upgrades: traditional DBB, CM/GC, Progressive Design-Build (PDB), and Fixed Price Design-Build (FPDB). These delivery models are discussed in more detail below.

- **Design-Bid-Build:** DBB has historically been the most common approach to developing public infrastructure projects. A typical DBB project involves the owner engaging one or more engineering firms to develop a detailed design and specifications. The owner then uses the detailed design and specifications package as part of a contract package to obtain bids from contractors. The contractor selected through the competitive bidding process is subsequently engaged to construct the facility in accordance with the bid price and schedule.

Roles in a DBB project are normally very clearly defined. Design and project performance risks lie with the design team. Construction and scheduling risks lie with the contractor. Operations risk rests with the owner. However, contractors and operators may not have significant input into the design, which can contribute to change orders. Claims during
construction are common, and the requirement for some re-design during construction exists, typically at the owner’s cost. In addition, design performance or lifecycle responsibility and risk is not typically transferable using DBB delivery.

- **Construction Manager/General Contractor:** CM/GC is also considered a traditional delivery model, albeit an improved approach where an intentional overlap is created between the engineer and the contractor, allowing the contractor to bring construction insight to bear as early as practical in the design process. This methodology maintains two separate contracts between the owner and the design and CM/GC firms, like DBB, but encourages collaboration during design to reduce risk once the contractor proceeds to construction in the field.

While in conformance to most traditional procurement processes (where the engineer is selected using traditional professional services criteria), this method introduces the concept of contractor selection without a hard bid of the construction cost. Instead, contractors are generally selected based on their qualifications in combination with their proposed scope of services and fee for service prior to construction as well as their fee and overhead costs for construction services. The ultimate construction cost is developed during the design period, typically in an open-book fashion, and ultimately agreed upon as a “guaranteed maximum price” (GMP) or lump sum prior to authorizing the start of construction.

While promoting collaboration early in the design process, the formal contract vehicles with separate agreements between the Owner and Engineer, and the Owner and Contractors are essentially un-changed compared to traditional DBB delivery. During construction delivery, traditional practices for managing contractor change orders, requests for information from the designer, and verification of construction performance remain unchanged.

- **Progressive Design-Build:** Progressive design-build is a version of design-build, which is authorized by Idaho Code Ann. § 67-2309. In a progressive design-build procurement, a design-builder is selected based primarily on qualifications and, where local practice dictates, limited pricing information generally similar to the CM/GC model with an added component of cost for design and preconstruction services (either in a lump-sum or on a not-to-exceed basis for this early work). As the design-builder develops the design, a construction cost estimate is progressively developed, often in conjunction with the 30- and 60-percent levels of design detail. Once the design is well advanced (beyond 60 percent and often up to 90 percent), a GMP is defined for approval by the owner. If the design-builder and the owner cannot reach agreement on an acceptable GMP or lump sum, the owner can use the completed design as the basis for a hard construction bid procurement. In this case, an “off-ramp” occurs, and the project becomes more like a contract DBB, which may impact design ownership.

Progressive procurements are often preferred when a project lacks definition or final permitting or when an owner prefers to remain involved in the design process while leveraging the schedule, collaboration, and contractual advantages provided by a DB approach. This model is also valuable when regulatory per-mitting requires well-developed design solutions, or when an owner believes that it can lower cost by participating in design decisions and in managing risk progressively through the project definition phase. It is the owner’s responsibility (or its
designee’s responsibility) to provide clear and consistent direction to the design-builder (or designer and contractor)

- **Fixed Price Design-Build:** Fixed price design-build is another version of design-build. In a fixed price design-build procurement, the procurement documents generally include a conceptual design as a minimum and a 30 percent design (sometimes referred to as a “bridging” design) as a maximum. Requirements for a performance-based approach are stated as measurable performance objectives of the completed project rather than the specific approaches or processes the design-builder should follow to achieve those objectives. Requirements for a prescriptive approach rely on the pre-design documents as required templates for the design-builder.

A performance-based procurement gives a design-builder the flexibility to propose how they will meet the owner’s objectives, while requiring proposers to provide a lump sum, fixed price for completion of the project. Alternatively, owners may ask for a “target price” for construction that establishes a not-to-exceed construction price basis, while allowing the owner to collaborate on and adjust scope during detailed design definition. In this case, the “target” lump sum can be adjusted after award but only as directed via owner-approved scope changes. Except for these explicitly approved owner changes, the design-builder must conform to their originally proposed price. Thus, this option provides some confirmation of a set price for the project. This model is used to prompt industry’s most innovative and cost-effective solutions through what is essentially a design competition, typically in combination with a need to accelerate schedule.

**Design Review Committee Survey Results**

The DRC participated in a survey during DRC Meeting #4 designed to solicit feedback on specific aspects of project delivery to inform a delivery method determination. The same survey was administered to the Nampa City staff participating in the preliminary design process in December 2018.

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

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

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

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

*Applicable to new construction projects.

Based on the identified priorities BC developed an assessment of the effectiveness of each delivery model in addressing each identified concern or objective. This assessment accounted for the relative importance of each issue in respect to the favorability (or unfavourability) of each potential delivery model. The output of the assessment ranked each delivery model relative to the others.

The results of the delivery method analysis indicate a preference towards the PDB delivery model for both new construction and rehabilitation projects. This preference is a result of several factors. First, there is an interest in cost transparency and the consideration of life-cycle costs within design and construction decisions. This lends itself towards the CM/GC and PDB delivery models. Second, there is an interest in maintaining input in the design process. This makes the FPDB approach less favorable. Finally, there is also an interest in assigning performance requirements to the designer, which lends itself to a PDB approach. This preference in delivery model applies primarily to larger, more complex project groups within the Phase II Up-grades. More traditional methods, such as DBB, are still considered viable approaches to delivering smaller, less technically complex projects.

**Progressive Design-Build Delivery Model**

The City of Nampa has not used the PDB delivery model for any of the projects at the Nampa WWTP. Therefore, this section describes this delivery model in detail.

**Overview**

PDB delivery is a two-phase, collaborative delivery method where the project’s design, cost-estimating, construction schedule and final guaranteed maximum price (GMP) or fixed price are developed in phase one. Phase two encompasses the final design, construction and commissioning of the project. Phase two begins only if the City of Nampa and the design-builder reach agreement on the schedule and GMP or fixed price.
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The PDB model uses a collaborative relationship between the City of Nampa and the design-builder. The PDB procurement stage uses the familiar two-step RFQ and RFP process to select a design-builder based primarily on qualifications. There is little project price definition and additional pre-construction services. The PDB delivery facilitates greater city input into the design process than other design-build approaches. This model uses concurrent design development and construction cost estimation, with iterative cost estimates prepared that help “design to budget.” Once the City of Nampa and design-builder agree upon a GMP or fixed price the project would advance to construction. If the design-builder and the owner cannot reach agreement on an acceptable GMP or fixed price, the owner can use the completed design as the basis for a hard construction bid procurement (i.e. the traditional DBB approach). In this case, an “off-ramp” occurs, and the project becomes more like a contract DBB, which may impact design ownership.

At the conclusion of construction, the design-builder is responsible for demonstrating the facility’s performance through an acceptance-testing procedure that is agreed upon with the City of Nampa and included in the con-tract. Performance risk is borne by the design-builder until the City of Nampa accepts the project, which represents the transfer of operation, maintenance, and performance risk to the City of Nampa.

The PDB delivery model has some defining characteristics as compared to other, more traditional delivery models such as DBB and CM/GC as well as the FPDB model. The following sections describe these characteristics in more detail.

**City of Nampa’s Role in Project Delivery Process**

The PDB model allows for greater owner involvement in project delivery compared to traditional design-build delivery methods. The City of Nampa would follow an RFQ process to generate a short list of candidate design-build firms. The City of Nampa next conducts interviews and selects the design-build firm based on qualifications, past performance, and limited pricing information. The design-builder and City of Nampa would develop the project scope and detailed design together. This allows for continued input from the Nampa WWTP staff throughout the design process, like the traditional DBB delivery model. The design-builder also prepares the construction cost estimate progressively and in parallel to the detailed design development. The City of Nampa would negotiate the price with the design-builder, manage the design-build contract, verify that performance guarantees have been met, and transition operations after the constructed project is accepted.

**Risk Transfer**

Project design risk is shared by the design-builder and the City of Nampa because they work together during the design phase, with the City of Nampa providing input to the design at specific milestones. This collaboration reduces risk of design decisions impacting constructability. Because of the single-point responsibility for the design-builder, design coordination risks are shifted to the design-builder, which distinguished PDB from DBB and CM/GC delivery methods. These risks often result in project changes in the DBB and CM/GC delivery methods be-cause the designer’s liability is limited to the “standard of care” and the contractor’s liability is restricted to the as-bid construction documents.
The design-builder retains construction schedule risks, assuming the design reviews and other city responsibilities are met. The cost of the constructed project up to the GMP is the responsibility of the City of Nampa, such as price escalation not explicitly addressed by the contract, owner-requested changes in scope, and changed conditions. Beyond the GMP limit, the design-builder is responsible for budget overages. The design-builder is responsible for project performance/acceptance. The quantity and quality of the facility effluent, which can be specified in the contract standards, is the responsibility of the design-builder to achieve.

The design-builder is responsible for demonstrating the facility’s performance through an acceptance-testing procedure that is agreed upon with the City of Nampa during the contract negotiation or GMP/fixed price negotiation stages. The contract explicitly states these performance standards required for project acceptance. Performance risk is borne by the design-builder until the City of Nampa accepts the project, which represents the transfer of operation, maintenance, and performance risk to the City of Nampa.

The table below shows the risk transfer profile for the PDB delivery model as it relates to the Phase II Up-grades. The risk transfer profile for the DBB delivery approach is also shown for comparison. The risks with differing risk profiles between the delivery models are highlighted for convenience.

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<thead>
<tr>
<th>Risk</th>
<th>Progressive Design-Build</th>
<th>Design-Bid-Build</th>
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<td></td>
<td>Design-Builder</td>
<td>Owner</td>
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<td>Project Design</td>
<td>Shared</td>
<td>Shared</td>
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<td>Coordination with Existing Facilities</td>
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<tr>
<td>Materials Cost Escalation</td>
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![Adapted from the Water Design Build Council's Water and Wastewater Design-Build Handbook (Fourth Edition)]

**Determining Project Price and Project Value**

At the point when the City of Nampa procures a design-builder firm there is little price definition. The selected design-builder prepares a fixed price or GMP for the project. The City of Nampa can help select key subcontractors and equipment suppliers proposed by the design-builder and used in their cost estimation. The City of Nampa and design-builder would collaborate to determine the team that will provide the most value.
During the design development, the construction cost is progressively developed by the design-builder often in conjunction with the 30- and 60-percent levels of design detail. The iterative, “design to budget” approach to cost estimates from the design-builder help ensure the project budget is not exceeded. As compared to the often single, value engineering step within a DBB or CM/GC model, this continuous price feedback allows the City of Nampa to constantly evaluate decisions and adjust as needed to deliver the best overall project value.

After enough design definition is achieved, often around the 60- to 90-percent range, a proposed GMP or fixed price is prepared by the design-builder for City of Nampa approval. There is an “off-ramp” in the event the City of Nampa and design-builder cannot reach an agreement on the GMP or fixed price. The City of Nampa could either renegotiate with a different design-build firm or opt to take the partially-completed design and proceed with a DBB procurement.

Performance Guarantees

Compared to traditional DBB and CM/GC delivery, the PDB model shifts performance risk responsibility from the city to the design-builder through performance guarantees. The PDB model involves an “acceptance test” where the design-builder must demonstrate the project meets performance standards established in the contract. The performance standards may be set in the initial contract or can be negotiated as part of the GMP or fixed price negotiations process. Performance standards can include hydraulics, effluent quality, quantity (volume) of treatment, and/or regulatory requirements. The acceptance test is typically performed over a 30-day period to confirm the performance standards can be achieved. The achievement of these standards can be a pass/fail test. If the project doesn’t pass, the design builder can adjust and re-test. If the performance standards are still not met after multiple acceptance tests, the design-builder is liable for liquidated damages or may have to invest in capital fixes to remedy the issues.

Recommendation

The Nampa WWTP Phase II Upgrades are proposed to be delivered as five distinct project groups using a combination of DBB and PDB delivery methods. Survey results from the DRC and City of Nampa staff presented a preference in delivery model characteristics that align with the PDB delivery approach. Therefore, this is recommended as the delivery method for Project Group F, the largest and most technically complex portion of the Phase II Upgrades. The other project groups are proposed to be delivered using the traditional DBB approach. Table 2, below, summarizes the recommended project packaging and project delivery methods for the Phase II Upgrades.
1. Introductions and Objectives
2. Phase II Project Packaging
3. Overview of Delivery Model Alternatives
4. Summary of Design Review Committee Survey Results
5. Understanding and Allocating Risk
6. Progressive Design-Build Deep Dive
7. Recommended Delivery Method
8. Next Steps
Introduction & Objectives

• Team introductions:
  • Design Review Committee
  • City of Nampa Staff
  • Preliminary Design Technical Team
• Presentation Objectives:
  • Present proposed Phase II Upgrades project packaging
  • Provide background on potential project delivery objectives
  • Present results of the DRC and City of Nampa staff feedback on project delivery
  • Describe risk transfer and maximizing project value for progressive design-build projects
  • Recommend Phase II Upgrades project delivery approach

Phase II Upgrades: Project Packaging

Key Project Packaging Considerations
• Multiple options for how to deliver the Phase II Upgrades
• Project packaging needs to balance multiple criteria

Recommended Phase II Packaging
Recommended Phase II Packaging

Councilmember Haverfield asked questions.
Leofwin Clark presented the next section of the meeting.

**Overview of Project Delivery Models**

**Spectrum of Collaborative Project Delivery Options**

---

**Construction Management/General Contractor (CM/GC)**

- Similar to traditional delivery, but can be faster.
- Allows traditional selection of Consulting Engineer.
- Design-build “life” – with an “arranged marriage”
- Two contracts with Owner
- Design and construction pricing in parallel
- Familiar “cast” of participants

Separate contracts with a Designer and a Construction Manager, but working together.

The design is performed in parallel with the construction planning and estimating.

Construction can start after mutual agreement on price.
Progressive Design-Build (PDB)

- Concurrent activities reduce schedule - construction can start before design is complete
- Selection based on qualifications and fee, not a fixed price
- "Design to budget" via design and estimate iteration
- GMP, Lump Sum, and Shared Savings options
- Hard bid "off-ramp" if construction pricing not acceptable

A single entity or purpose-built team to deliver both Design and Construction via a single contract.

Design detail and construction estimate is developed progressively.

Construction starts after mutual agreement on price

Progressive Design-Build

Offers flexibility and Owner input, with final cost determined during design.

- Best when Owner wants design input and "design to budget"
  Design-build model that supports owner control of design, yet shifts performance guarantee to others
- Provides price certainty at mid- to late stage of design
  GMP determined at 60-70% design; "off-ramp" provided if GMP agreement not reached

Open Book, Fully Transparent Estimate and Spend

Design-Change Tracking = Scope Management
Collaborative Budget Decisions
Immediate Estimate Revision

Market-Based Pricing (Bid the Work)

Guaranteed Maximum Price =
Underrun to Owner/Overrun to Contractor
No Change Orders (Except by Owner)

Owner's Budget
Contingency
Estimate
Proposal
Award
Detailed Design
Construction
Fixed Price Design-Build (FPDB)

- Multiple variations of two-phase selection are common
- Lengthy procurement process, reduced delivery time
- The proposal is essentially a “Design Competition”
- May use performance-based criteria or prescriptive criteria - or usually a balance of both
- Construction price fixed at selection

Design detail and construction estimate provided as part of a fixed-price proposal. Construction can start quickly after selection.

Performance-based and Prescriptive Criteria

Short list based on capability, capacity, experience, references
Selection based on “best value” (technical + price)

Fixed Price Design-Build

Fixed, lump sum price and performance guarantee, but limited post-award flexibility and owner input.

- Best when Owner is looking for innovative, turn-key solution
- Design-competition model that rewards performance-based solution
- Lump sum bid can limit owner input and flexibility
- Owner changes open the door for re-pricing or diluting guarantees
What’s the Best Option for Nampa? Objective-Based Delivery Method Selection Approach.

Identify Priorities: Design Review Committee and Staff Survey Results

Identify Priorities

Identify Five Key Wastewater Program Priorities

Group 1: Clearly defining scope and configuration
Group 2: Establishing accountability for performance
Group 3: Retaining Nampa control and decision-making
Group 4: Getting the “best” price
Group 5: Getting the “best” value
**Survey of Design Review Committee**

- Top Five Program Priorities Related to Procurement Types
- For each key priority: five survey questions to identify key issues
- Surveys also ranked importance of the five Key Priority groups …and ranked the importance of the five issues within each Key Priority Group

5 Groups * 5 Questions Each = 25 Questions
5 Potential Responses to Each Question = 125 Data points

**Alignment of Survey Questions to Delivery Methods**

- Each Priority Group and each question assigned rankings against:
  - Design-Bid-Build (DBB)
  - Construction Management At-Risk (CMAR)
  - Progressive Design-Build (PDB)
  - Fixed-Price Design-build (Performance-based and Prescriptive)
  - Delivery Method rankings are subjective, but informed by industry experience
  - Rankings applied according to the survey weighting of each Priority Group and associated questions

**Five Key Wastewater Program Priorities…ranked**

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

**Delivery Model Rankings Graph**
Summary Recommendations

- Design-Bid-Build does not align with Nampa priorities for larger, more complex projects
- Fixed-Price Design-Build does align with Nampa priorities for:
  - Input to the design
  - Insight to pricing detail
- CMAR is workable, but doesn’t address some complexities and performance requirements as well as PDB
- PDB is preferred from the outset, and surveys amplified preference
- There is minimal difference in survey results between rehabilitation scope and new construction scope

Pat Tangora, Brown and Caldwell presented the next section.

Risk: Define, Quantify, and Assign

Objective-Based Procurement Approach

Design-Build Fundamental Shift in Risk Allocation
**Risk Allocation**

**Traditional Design-Bid-Build**
- Engineer designs to “standard of care”
- Contractor responsible for building the project according to the as-bid documents
- Performance risk belongs to City

**Progressive Design-Build**
- Performance guarantees shift risk from the City
- Project design risk shared by design-builder and City
- Design-builder liable for performance risk
- Acceptance test performance standards agreed upon between the Design-Builder and City prior to construction
- Design-builder responsible for budget overages beyond GMP

**What doesn’t change?**

<table>
<thead>
<tr>
<th>Risk</th>
<th>Progressive Design-Build</th>
<th>Design-Bid-Build</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coordination with Existing Facilities</td>
<td>Shared</td>
<td>Shared</td>
</tr>
<tr>
<td>Influent Quantity &amp; Quality</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Proprietary Processes or Equipment</td>
<td>Shared</td>
<td>Shared</td>
</tr>
<tr>
<td>Schedule</td>
<td>Shared</td>
<td>Shared</td>
</tr>
<tr>
<td>Site Conditions</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Construction Warranty</td>
<td>X</td>
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</tr>
</tbody>
</table>

**What Changes?**

<table>
<thead>
<tr>
<th>Risk</th>
<th>Progressive Design-Build</th>
<th>Design-Bid-Build</th>
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</thead>
<tbody>
<tr>
<td>Project Design</td>
<td>Shared</td>
<td>Shared</td>
</tr>
<tr>
<td>Effluent Quantity &amp; Quality</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Project Performance/Acceptance</td>
<td>X</td>
<td>Shared</td>
</tr>
<tr>
<td>Cost of Constructed Project beyond GMP</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Materials Cost Escalation</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>
**What changes: Project Design Risk**

<table>
<thead>
<tr>
<th>Risk</th>
<th>Progressive Design-Build</th>
<th>Design-Bid-Build</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Design-Builder</td>
<td>Owner</td>
</tr>
<tr>
<td>Project Design</td>
<td>Shared</td>
<td>Shared</td>
</tr>
</tbody>
</table>

**Highlights**

- Project design risk is shared because design-builder and City of Nampa work together during design phase
- City of Nampa provides input at specific design milestones
- Collaboration reduces design decisions impacting constructability
- DBB and CM/GC methods limit designer’s liability to “Standard of Care”

**What changes: Effluent Quantity and Quality Risk**

<table>
<thead>
<tr>
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<th>Progressive Design-Build</th>
<th>Design-Bid-Build</th>
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</thead>
<tbody>
<tr>
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<td>Owner</td>
</tr>
<tr>
<td>Effluent Quantity &amp; Quality</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

**Highlights**

- Performance risk for system is shifted to Design-Builder
- Beneficial for meeting stringent effluent limits

**What changes: Project Performance Risk**

<table>
<thead>
<tr>
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<th>Progressive Design-Build</th>
<th>Design-Bid-Build</th>
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<tbody>
<tr>
<td></td>
<td>Design-Builder</td>
<td>Owner</td>
</tr>
<tr>
<td>Project Performance/Acceptance</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

**Highlights**

- Design-builder responsible for demonstrating facility’s performance
- Often demonstrated via 30-day acceptance test
- Procedure for acceptance-testing is agreed upon by City of Nampa and design-builder during contract negotiations
- Failure to pass test → Design-builder liable for capital repairs
What changes: Cost Risk

<table>
<thead>
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</tr>
</thead>
<tbody>
<tr>
<td>Cost of Constructed Project beyond GMP</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Highlights

- Collaborative delivery achieves cost risk transfer that DBB delivery cannot
- Constructed project cost, up to Guaranteed Price → City of Nampa responsibility
  - E.g. owner-requested changes in scope, price escalation not accounted for in contract
- Constructed project cost, beyond Guaranteed Price → Design-Builder responsibility
- Pre-construction services aim to limit Guaranteed Price exceedances

Matt Gregg, Brown and Caldwell presented the next section.

Progressive Design-Build Deep Dive

- Two-step procurement process
  - Request for Qualifications: Shortlist qualified teams
  - Request for Proposals: Technical approach to work
- Procurement focused on finding team to provide best value
- Selection criteria
  - Qualifications
  - Approach
  - Price
- City of Nampa procurement effort reduced compared to traditional design-bid-build
  - One contractual relationship vs. two contractual relationships

Progressive Design-Build Delivery Phases

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Phase 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Project Design (60-90%)</td>
<td>• Begins only if agreement on schedule and GMP/lump sum is reached</td>
</tr>
<tr>
<td>• Cost Estimating</td>
<td>• Final Design completion</td>
</tr>
<tr>
<td>• Construction Schedule</td>
<td>• Construction</td>
</tr>
<tr>
<td>• Guaranteed maximum price (GMP) or lump sum</td>
<td>• Commissioning</td>
</tr>
</tbody>
</table>
Performance-based and Prescriptive Criteria

**Performance**

<table>
<thead>
<tr>
<th>“This is how it must perform”</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Owner Defines:</td>
</tr>
<tr>
<td>• Treatment process inputs/outputs</td>
</tr>
<tr>
<td>• Site boundaries and constraints</td>
</tr>
<tr>
<td>• Facility functional standards</td>
</tr>
<tr>
<td>• Equipment performance schedule</td>
</tr>
<tr>
<td>• Acceptable materials: standards</td>
</tr>
<tr>
<td>Procurement Emphasizes:</td>
</tr>
<tr>
<td>• Clarification of Owner’s intent</td>
</tr>
<tr>
<td>• Confirmation that required standards will be reliably met</td>
</tr>
<tr>
<td>Evaluation Promotes:</td>
</tr>
<tr>
<td>• Innovation to increase value</td>
</tr>
<tr>
<td>• Balance between price and robustness of design approach</td>
</tr>
<tr>
<td>Design-Build Commit to:</td>
</tr>
<tr>
<td>• Applicability and feasibility of required standards</td>
</tr>
</tbody>
</table>

**Prescriptive**

<table>
<thead>
<tr>
<th>“This is exactly what I want”</th>
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</thead>
<tbody>
<tr>
<td>The Owner Requires:</td>
</tr>
<tr>
<td>• Specific treatment process</td>
</tr>
<tr>
<td>• Acceptable site layout</td>
</tr>
<tr>
<td>• Detailed facility configuration</td>
</tr>
<tr>
<td>• Specific types of equipment</td>
</tr>
<tr>
<td>• Schedule of acceptable materials</td>
</tr>
<tr>
<td>Procurement Emphasizes:</td>
</tr>
<tr>
<td>• Documentation of Owner’s requirements</td>
</tr>
<tr>
<td>• Validation of conformance</td>
</tr>
<tr>
<td>Evaluation Promotes:</td>
</tr>
<tr>
<td>• Lowest conforming price</td>
</tr>
<tr>
<td>• Incremental improvements to owner’s required design</td>
</tr>
<tr>
<td>Design-Build Commit to:</td>
</tr>
<tr>
<td>• Applicability and effectiveness of the Owner’s requirements</td>
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</table>

Performance-based and Prescriptive Criteria

**Performance**

<table>
<thead>
<tr>
<th>“This is how it must perform,” with some specific preferences</th>
</tr>
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<tbody>
<tr>
<td>The Owner Specifies:</td>
</tr>
<tr>
<td>• Process parameters and specific constraints or requirements</td>
</tr>
<tr>
<td>• Site boundaries minimum functional restrictions</td>
</tr>
<tr>
<td>• Required equipment and materials by exception only</td>
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<tr>
<td>Procurement Emphasizes:</td>
</tr>
<tr>
<td>• Understanding of Owner’s intent and basis of specific requirements</td>
</tr>
<tr>
<td>• Confirmation of overall approach and validation of conformance where applicable</td>
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<tr>
<td>Evaluation Promotes:</td>
</tr>
<tr>
<td>• Innovation to increase value</td>
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**Hybrid**

**Prescriptive**

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Performance-based and Prescriptive Criteria

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<tr>
<td>“This is how it must perform”</td>
<td>“This is how it must perform, with some specific preferences”</td>
<td>“This is exactly what I want”</td>
</tr>
<tr>
<td>Best Practice:</td>
<td>The RFP Defines:</td>
<td>Best Practice:</td>
</tr>
<tr>
<td>Constrain potential solutions only as necessary to maintain required standardization or to eliminate risky, totally unproven technologies.</td>
<td>Process parameters and specific constraints or requirements</td>
<td>Define prescriptive requirements by exception only when clearly needed to maintain compatibility, integrate with existing systems, or avoid known, documented risks.</td>
</tr>
<tr>
<td>Design-Builder Commits to:</td>
<td>Site boundaries minimum functional restrictions</td>
<td>Design-Builder Commits to:</td>
</tr>
<tr>
<td>• Applicability and feasibility of required standards</td>
<td>• Applicability and effectiveness of the Owner’s requirements</td>
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Establishing Project Performance Parameters
Comparison of Competitive Project Pricing Approaches

Traditional DBB Model

- Engineer-prepared capital cost estimates at design milestones
- True project price established at bid (plus future change orders)
- Value engineering used during design to control costs, but costs are still unknown

Progressive Design-Build

- Multiple opportunities for project pricing refinement
- Value engineering embedded in all steps of design process
- Continuous cost estimating
- Early contractor involvements
- City engaged with Design-Builder in price development

Bid to Design

Design to Budget

Leofwin Clark, Brown and Caldwell presented the next section.

Progressive Design-Build “Design to Budget” Approach

- Concurrent design development and construction cost estimation
- Iterative approach – “the squiggly line” to GMP

Construction cost progressively developed at design milestones
- Continuous price feedback
GMP or Lump Sum

- Proposed Guaranteed Maximum Price (GMP) or Lump Sum prepared after enough design and cost definition achieved
- Often 60% or 90% design stage
- Phase 2 does not begin without a Guaranteed Price agreement between City of Nampa and Design-Builder
- The Guaranteed Price can be treated as a GMP or LS going forward (at the City of Nampa’s option)
- There is a city-option “Off-ramp” in the event a Guaranteed Price agreement is not reached

Deputy Public Works Director (Wastewater and Water) Nate Runyan made the presentation for the next section.

Phase II Project Packaging and Delivery Method Recommendation

Nampa Wastewater Program – Recommended Phase II Packaging
The table illustrates the approximate package values, delivery models, and approximate schedules for various project groups. Some notes include the City's decision to use the PPG design team given the efficiency gains and project schedule. Additionally, the table notes that some contracts have a range of 35% to 40% which is not reflected. The schedule for some projects is set by SRF loan repayment terms.
Next Steps

Program Packaging and Delivery Decision

PGD and PGE Procurements

- Project Group D Procurement
- Final Preliminary Engineering Report – May 24th
- Final Design: June 2019 – Dec 2019
- Sole-source final designer for services during construction (Stantec)
- Contractor Procurement: January 2020 – February 2020
- Project Group E Procurement
- Final Preliminary Engineering Report – June 28th
Special Council  
May 6, 2019

- Final Design: October 2019 – April 2020
- Select architect off City of Nampa’s Architectural Roster
- Contractor Procurement: April 2020 – June 2020

Objective-Based Delivery Method Selection Approach

Councilmember Bruner asked questions.

Councilmember Haverfield made comments and asked questions.
MOVED by Hogaboam and SECONDED by Rodriguez to adjourn the meeting at 5:39 p.m. The Mayor declared the

MOTION CARRIED

Passed this 20th day of May 2019.

______________________________
MAYOR

ATTEST:

______________________________
NAMPA CITY CLERK
NAMPA AIRPORT COMMISSION
JANUARY 14, 2019

The meeting was called to order at 5:30 pm by Chairman Dr. David Beverly

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

1-Administrative

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

**Item 1-2:** Election of 2019 Commission Chairman and Vice Chairman.

MOVED by Towner to **nominate Aaron Bear for the 2019 Commission Chairman.**

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

**MOTION CARRIED**

Commissioner Beverly turned the meeting over to Chairman Bear.

MOVED by Bear to **nominate Jeff Towner for the 2019 Commission Vice Chairman.**

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

**MOTION CARRIED**

**Item 1-3:** MOVED by Beverly to **approve the minutes** for the **regular** meeting of December 10, 2018 and seconded by Towner.

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

**MOTION CARRIED**

**Item 1-4a:** Staff Report:

Monte Hasl, Airport Superintendent, presented the following staff report:

- Open Units; Wait List; Fuel Report.
- Airfield Conditions; RWY/TWY & Apron in good shape; RWY/TWY lighting systems operating normally; PAPI operating normally, alignment checked/cleaned; AWOS operating normally.
- Hangar Construction Update; Mad River – The hangar is complete, they are working on obtaining their Certificates of Occupancy; T-Craft – They are finishing the bathrooms on the north end of the hangar; Blue Max Aviation – Commercial Lot, the hangar has been roofed and sided. Landscaping and the parking long along Pilatus still need to be installed; Phoenix Aviation – Mr. Robnett sent the Airport Superintendent and the Deputy Public Works Director an email today that indicated he would not complete construction on the hangar and would be giving up the lots; Tyler Corporation – Last month the Commission extended an extra 30 days on his reservation. Mr. Frazier had indicated he would stop by the Airport Administration office last Friday with his building plans and would be in attendance of this evenings meeting. Mr. Frazier is not in attendance of tonight’s meeting.
NAMPA AIRPORT COMMISSION
JANUARY 14, 2019

- Miscellaneous; ITD Aeronautics came out for the 5010 (Airport Master Record) visit on 1/10/19. The 5010 is a physical description of the Airfield. The visit went well, the inspector noted a couple of downed lights, Jon has been working on replacing those lights; The next Master Plan public meeting is scheduled for 1/17/19 at the Warhawk Air Museum at 5 pm and a second presentation at 6pm; New fuel island terminal, QT POD M4000 was installed on the City Fuel island today; The Administration Office will be closed 1/21 for Human Rights Day; Rodent/FOD (Foreign Object Debris) control on going; No unauthorized vehicles.

Item 1-4b: Jeff Barnes, Deputy Public Works Director (DPWD), expanded on Mr. Robnett’s decision to withdraw from completing the hangar. Mr. Robnett had previously asked the DPWD and the Airport Superintendent for an extension to complete construction. The DPWD and the Airport Superintendent met with the City Attorney regarding the extension request. Under advice from the Attorney, the intent was to extend the completion date for Mr. Robnett. That extension request will be disregarded based on Mr. Robnett’s communication today.

The DPWD also updated the Commission on two intersections near the Airport; Garrity / Kings and Garrity / 39th. Both of these intersections are high accident locations in the city. Past studies to purchase the Blough property a Runway Protection Zone (RPZ) Analysis has been done, which provided alternatives for both of the aforementioned intersections. The DPWD has identified some issues with the chosen alternative to relocate the Garrity / Kings intersection from the RPZ. One of the major issues is the elimination of the north – south traffic across Garrity. $200,000.00 had been set aside in the Airport Fiscal Year 19 budget for legal expenses and negotiations for the land purchase. The FAA has agreed to push this purchase back to 2020. The DPWD will use $10,000.00 of those funds to complete a new RPZ alternative design to provide new concepts for those intersections. The updated RPZ alternative will be submitted to the FAA for comment. Due to the safety issues at these intersections, the two intersections may qualify for additional safety grants to fix both intersections. 39th street may also qualify for additional freight / safety grants. 39th is poised to become the main entrance into the Airport.

2-Airport Grant Update
Item 2-1: AIP-29 (Phase 2 Environmental Study for Purchase of Land in the Runway 11 RPZ) – Tom Lemenger, J-U-B Engineers, updated the Commission on the Planning for the Environmental Assessment for the Land Purchase in the Runway 11 RPZ (Runway Protection Zone) Project, Phase 2. J-U-B has incorporated the final FAA comments into the draft Environmental Report. The draft report has been submitted to the FAA legal team for review. It is unknown how long the FAA legal review will take as the legal team may be furloughed by the ongoing government shutdown. After the legal review is complete, a public meeting will be scheduled and advertised followed by a 30-day open comment period. Any comments that are received will be incorporated into the final document and submitted to the FAA for final approval.

Item 2-2: AIP-31 (Anticipated) (Construct Hangar Taxilanes and Taxiways) - Tom Lemenger, J-U-B Engineers updated the Commission on the Taxiway / Taxilane Extension Project. The Independent Fee Estimate (IFE) has been completed. A contract has been put together. Once J-U-B is under contract their surveyors and geo tech team will get to work.

The Airport Superintendent noted that Douglas Waterman with the City Attorney’s office has reviewed the contract.
Mr. Waterman indicated there is one issue on the contract regarding negligence and the right to sue. ICRMP, the City’s insurer, could void coverage for negligence if that item is under contract. By removing this clause, it does not amend rights for any one. He recommends striking the paragraph of issue.

The Airport Superintendent recommended the Commission send the contract back to J-U-B to make the necessary changes and to make the recommendation to City Council pending legal and FAA approval.

MOVED by Towner and seconded by Beverly

The Airport Commission hereby recommends City Council authorize the Mayor to sign the Professional Services Agreement with J-U-B Engineers for AIP-31 pending FAA concurrence and legal review by the City Attorney.

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

MOTION CARRIED

Item 2-3: AIP-30 (Master Plan Update) – Kevin Bissell, T-O Engineers updated the Commission on the 2018 Master Plan. Mr. Bissell reported the next public meeting is scheduled for 1/17 at the Warhawk Air Museum with two presentations to run at 5pm and 6pm. There will be a brief presentation followed by three interactive stations. 3,600 invitations were sent out via mailers and the Nextdoor app. They expanded the notification circle from ¼ mile from the airport to 1 mile from each airport boundary.

T-O met with the Mayor and staff today to review the upcoming public meeting. The initial presentation should diffuse a majority of the concerns that arose in the first public meeting.

T-O also held the first Technical Advisory Committee (TAC) meeting today. This first meeting informed the TAC members of the TAC purpose, reviewed the current status of the Master Plan, and how the committee will move forward. There is a broad spectrum of public, City staff and Airport users on the TAC. The TAC members were all quite active and engaged in the process.

Rick Patton, T-O Engineers, reported the forecast has been approved by the FAA. Today the FAA planner asked T-O to show the design aircraft as B-1 and not B-2 as the forecast numbers did not support the current classification of B-2. The Master Plan will focus on the need for hangars for both small general aviation aircraft and larger corporate aircraft. This Master Plan will not include a runway extension.

Chairman Bear asked for further clarification regarding the breakout interactive stations for the Master Plan Public Meeting. Mr. Patton indicated there will be three areas staffed by the T-O staff and City Staff; Inventory- the current hangars and pavement we have; Forecast- how we developed the forecast, pictures that were captured, growth rates and operations; Facility Requirements.

3-Airport Business

Item 3-1: Review Tyler Corporation lot reservation- Mr. Frazier was not in attendance of the meeting. The Commission decided to allow the lot reservation to lapse.

Item 3-2: Review Northwest Backcountry concept lot layout– Clint Schaffer, R&S Constructors, addressed the Commission. Northwest Backcountry has a reservation for a lot north of the MAF hangar. They are currently working on the layout for their development. They are proposing two hangars side by
side with the doors facing to the south. They would like roof lines on these buildings to run north-south. They also are planning on a 70’x185’ ramp on the south side of these hangars. The use of these hangars will be storage only.

The Airport Superintendent indicated the roof line and the leasable lot size both need to be determined.

Northwest Backcountry would like the lot to be looked at like the storage hangar lots and not a commercial lot. The storage hangar lots on the interior of the Airport lease solely the foot print of their building, whereas commercial lots lease the entire lot including ramp space.

The Commission discussed if adjusting the lot lease is in the best interest for the City. The Commission also explored alternate locations for the development. The Commission indicated they feel any lot with street access should remain commercial. The lots that Mr. Robnett had been developing are now available. Mr. Schaffer was not sure if those lots would work for Northwest Backcountry. They have expressed the need for ramp space to “shuffle” aircraft.

The Commission also indicated they feel if Northwest Backcountry requires additional ramp space for their operations the ramp space should be included in their lease.

The Commission would like to see a 3-D rendering showing the proposed building with the proposed roof lines along with the surrounding buildings to get a better idea of how the roof line variance will affect the look of the Airport.

The Commission requested further renderings for the roof line. The Commission will resume the roof line variance and the lot lease size request at the next Commission meeting.

MOVED by Towner and seconded by Beverly to table the variance request from Northwest Backcountry for the roof lines and leasable lot size until the next Commission meeting.

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

MOTION CARRIED

The Commission discussed items 3-3 and 3-4 at the same time.

**Item 3-3:** Request from Mad River, LLC (Julie Schelhorn); has received an offer to purchase the hangar improvements on Lot #2024 from Youngwerth Airplanes, LLC (Al Youngwerth); Agreement to Waive First Right of Refusal and Terminate Lease with Mad River for Lot #2024; New Standard Land Lease with Youngwerth Airplanes, LLC for Lot #2024

**Item 3-4:** Request from Mad River, LLC (Julie Schelhorn); has received an offer to purchase the hangar improvements on Lot #2020 from Brian Paden; Agreement to Waive First Right of Refusal and Terminate Lease with Mad River for Lot #2020; New Standard Land Lease with Brian Paden for Lot #2020 – Julie Schelhorn presented the two hangar sales to the Airport Commission. Ms. Schelhorn also reported today was advised today by the building department each time a hangar changes hands the new owner needs to apply for a new Occupancy Permit.
The Commission discussed the two hangar sales.

MOVED by Beverly and seconded by Towner

The Airport Commission hereby recommends City Council authorize the Mayor to sign the Agreement to Waive First Right of Refusal and Terminate the Lease with Mad River, LLC dated 6-19-18 and; Sign a New Standard Land Lease with Youngwerth Airplanes, LLC effective January 23, 2019 for lot 2024

The Airport Commission hereby recommends City Council authorize the Mayor to sign the Agreement to Waive First Right of Refusal and Terminate the Lease with Mad River, LLC dated 6-19-18 and; Sign a New Standard Land Lease with Brian Paden effective February 5, 2019 for lot 2020

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

MOTION CARRIED

MOVED by Beverly and seconded by Towner to adjourn the meeting.

Audience member Andrew George asked the Commission for clarification on the potential of a variance for Northwest Backcountry. He has been working towards a commercial partnership for a business on the field. He would like to know if the Commission is willing to allow for a variance on the Commercial lots.

The Commission indicated they have not made a decision regarding the commercial lot variance and will be discussing the variance further at the next Commission Meeting.

The MOTION to adjourn the meeting is still on the table.
Chairman Bear asked all in favor to say aye with all Commissioners present voting AYE.

MOTION CARRIED

Chairman Bear adjourned the meeting at 6:39 PM

Passed this 11th day of February 2019

COMMISSION CHAIRMAN

AIRPORT SUPERINTENDENT, SECRETARY
The meeting was called to order at 5:30 pm by Chairman Aaron Bear

- **Members Present:** Aaron Bear, Jeff Towner, Mark Miller, Dr. David Beverly (Dr. Beverly arrived at 5:37)
- **Members Absent:** None
- **Ex-Officio Members Present:** Monte Hasl, Airport Superintendent; Jeff Barnes, Deputy Public Works Director; Randy Haverfield, City Council Liaison; Douglas Waterman, City Attorney

1-Administrative

**Item 1-1 Action Item:** Approval of the minutes from the 01-14-19 meeting.

MOVED by Towner to approve the minutes for the regular meeting of January 14, 2019 and seconded by Bear.

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

**MOTION CARRIED**

**Item 1-2:** Commissioner Reports:
Douglas Waterman, City Attorney, advised the Commission this section of the agenda is an opportunity or time for Commissioners to raise an issue or disclose conversations or communications in relation to an item on the agenda.

Chairman Bear reported, since the last meeting, he has met with Kasey Lindsay and the Airport Superintendent to discuss the Northwest Backcountry hangar proposal.

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

- Open Units; Wait List; Fuel Report.
- Airfield Conditions; RWY/TWY & Apron in good shape; RWY/TWY lighting systems operating normally; PAPI operating normally, alignment checked/cleaned; AWOS operating normally.
- Hangar Construction Update; T-Craft –There is some exterior work to be completed; Blue Max Aviation – Commercial Lot, the hangar door has been hung and skinned, pavements have been poured and power has been connected.
- Miscellaneous; ITD Aeronautics came out for the 5010 (Airport Master Record) visit on 1/10/19. The visit went well; The Idaho Airport Managers Association (IAMA) conference will be held April 15/16, Monte and Lynsey will be attending; Mission Aviation Fellowship (MAF) is requesting to install a temporary HF antenna north of their building. The antenna will be up for 3-6 months as a test; New Airport Commissioner, the Airport Superintendent has been working with the Mayor’s office to select a new Commissioner, hopefully by the May meeting we will have a fifth Commissioner; Happy Valley / Victory roundabout meeting – The Nampa Highway District had a conference call with the FAA and City staff regarding the land swap that is needed to complete the proposed roundabout. The FAA is now requiring an Environmental Assessment (EA) be completed before releasing the required land.
- Routine Maintenance – Weed sterilant spraying has begun; Rodent/FOD (Foreign Object Debris) control on going; Terminal grease trap has been pumped; Café hood PM/cleaned; Terminal building annual fire-sprinkler inspection completed.
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- Planned events; EAA Tri-Motor visit – May 13-20; CAF B-17 ‘Sentimental Journey’ visit – August 5-12; Warhawk Air Museum Warbird Round-up – August 24/25; Collaborating with The Tower Grill/EAA/Top-Fun Flyers for a Fly-In – May 27 (Memorial Day).

Item 1-3b: Jeff Barnes, Deputy Public Works Director (DPWD), The DPWD updated the Commission on two intersections near the Airport; Garrity/Kings and Garrity/39th/Airport.

Paramatrix has been hired to create a concept design for the Kings/Garrity intersection, safety is a priority for this intersection. He will be working with the FAA to fix the Kings/Garrity intersection as this intersection is in the RPZ. The City will submit for Idaho Transportation Department (ITD) safety funding for construction. He anticipates an intersection layout will be ready for the next Commission meeting.

Garrity/39th/Airport – Public Works staff will be requesting authorization from City Council on May 6th to put together a Scope of Work (SOW) to look at Airport road through 39th street to Garrity. The SOW will look at how Airport/39th/Garrity/Kings will work together to move traffic. This project will provide a draft plan for traffic through the intersections. The plan will also create a great entryway into the airport.

Councilman Haverfield asked if an advance copy of the SOW proposal will be available before the May 6th City Council meeting. The DPWD indicated he is working on the documentation now and it will be available before the request goes to City Council.

The Nampa Highway District has approved a plan to install a traffic signal at the intersection of Airport Rd and Happy Valley Rd, construction will occur this summer.

2-Airport Grant Update

Item 2-1: AIP-29 (Phase 2 Environmental Study for Purchase of Land in the Runway 11 RPZ) – Tom Lemenager, J-U-B Engineers, updated the Commission on the Planning for the Environmental Assessment for the Land Purchase in the Runway 11 RPZ (Runway Protection Zone) Project, Phase 2. The Federal Government furlough delayed the FAA legal team review of the draft Environmental Assessment (EA) report. The FAA legal team did respond with benign comments, J-U-B is incorporating those FAA legal comments into the draft Environmental Report.

After the initial FAA legal team comments, the FAA legal team noted a potential complication with the property buildings identified in the Cultural Resource portion of the report. The FAA legal team is currently working on comments and language they want incorporated into this section. They are concerned that the barn and out buildings on the property could be historical. The potential historical status could create a future legal challenge. The incorporation of the additional legal comments will delay the completion of the EA even further.

Item 2-2: AIP–31 (Anticipated) (Construct Hangar Taxilanes and Taxiways) - Tom Lemenager, J-U-B Engineers updated the Commission on the Taxiway / Taxilane Extension Project. Advertising for Bids began today. The project will develop four taxilanes. Three of the taxilanes are currently shown on the Airport Layout Plan (ALP). The 4th taxilane C-7 will be added to the ALP.

The FAA taxilane/way design standards have been updated and the FAA now requires fillets in the corners. J-U-B was been working with our FAA project manager to reduce the impact of the fillets on
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airport ground. The C-7 extension has been reduced from a taxiway to a taxilane to address the fillets and obstacle free areas (OFA).

Within the bid package, taxilane C-7 will be bid in a separate schedule in the event of a funding shortfall. The additional pavement required for the fillets does increase the overall cost. The project is anticipated to cost a total of $694,000 with the FAA funding 90%, $625,000.

There is not sewer in the area of the taxilane development. J-U-B anticipates construction beginning July 5th and it is possible for the City to fund and complete sewer installation during that same time. The July start date is contingent upon FAA funding.

The schedule currently is; April 15th plans available; April 18th Pre-Bid meeting; April 30th Bid Opening.

**Item 2-3: AIP-30 (Master Plan Update)** –Kevin Bissell, T-O Engineers, updated the Commission on the 2018 Master Plan. Mr. Bissell reported he met with City staff, the FAA and the Highway District to discuss the Happy Valley/Victory roundabout. The City will be leading the required Environmental Assessment, T-O is inquiring if a CATEX will be sufficient to move forward with the land swap.

The next Master Plan public meeting is scheduled for 4/9 at the Warhawk Air Museum. This meeting will be an informational presentation of the Alternatives Chapter of the Master Plan to the public.

Rick Patton, T-O Engineers, passed out print outs of the PowerPoint slides and graphics that will be presented to the public at the meeting. The Technical Advisory Committee (TAC) has reviewed the layouts they will be presenting in the public meeting. Through user surveys, discussions with AvCenter and Airport Staff, the need for more hangars has been identified and drove the proposed layouts.

The Master Plan public meeting will address an updated Terminal Area Layout; No modifications to the runway itself; Runway geometry changes, the need to paint/create islands between the apron and the parallel taxiway.

The Terminal Area Layout (T) will show options to upgrade the Terminal building to include space for the Administration Office, FBO transient hangar space and creating taxiway access to the museum. Driving factors for the changes include the ability to hangar larger visiting jet traffic during inclement weather and the ability for larger aircraft to access the museum.

The Center Area Layout (C), where the Automated Weather Observation System (AWOS) is currently located, will show a few different hangar layout options, hangars either north/south or east/west. The AWOS will need to be relocated, the Master Plan will indicate preferred alternative locations for the AWOS. The Center Area layout is designed to support B-2 sized users.

The Airport Superintendent reported today a local pilot asked if the “C” area will include the once planned restroom and a grass strip to accommodate aviation camping. Mr. Patton indicated the layout with hangars running north/south could still accommodate camping.
The East Area Layout (E) area will show several different layout options for hangars and aircraft access. T-O feels a mix of box hangars, condo hangars and T-hangars would be best to meet the hangar storage needs at the Airport. The East Area layout is designed to support B-1 sized users.

Mr. Patton asked the Commission to review the alternatives he has presented and to let him know ASAP if they have any major comments, so he may address those comments before tomorrow’s public meeting.

3-Airport Business

Item 3-1 Action Item: Review Jeff Wertz Tenant Improvement request for lot 2358- The Airport Superintendent presented Mr. Wertz’s request. Mr. Wertz had requested to install an A/C unit in his hangar in late December-early January. The Airport Superintendent had approved this request with the thought the requested unit would be a split A/C style unit and the unit would be off the ground mounted to the side of the hangar. In January Mr. Wertz installed a gas line for heat and at that time it became apparent Mr. Wertz was planning on installing a full-size A/C unit in the hangar. At that time Mr. Wertz was asked to stop all work and to come before the Commission for approval. Mr. Wertz has since completed the installation of the A/C unit and has indicated he will remove the A/C unit if the Commission wishes.

This style of A/C must sit on the ground. A few options to accommodate and protect the Airport and the lessee would be; Survey the additional ground and add this ground to the lessee lease; Simply amend the lease to add the A/C unit to the lease and add a flat cost to the annual lease.

Douglas Waterman, City Attorney, indicated an amendment to the lease could be done. You would want to ensure the addition of the A/C unit does not encroach on anyone else’s access.

The proposed location is within a utility easement and it does not affect obstacle free areas. This is the first request to install a full-size A/C unit in an existing hangar. The decision made tonight will set a precedent moving forward. The Commission discussed requiring the ground underneath utilities to be leased as well as requiring bollards to be installed around units like these. They also discussed the option of not amending the lease and allowing the A/C unit to remain.

The City Attorney indicated by not amending the lease the lessee could be found in violation of his lease. Also, you cannot punitively require the bollards. You would amend leases going forward. He did caution the Commission their decision will set a precedent moving forward.

The Commission discussed their options.

MOVED by Towner to amend Mr. Wertz’s lease to allow the A/C unit without increasing his lease cost, and that the A/C unit should take up no more than a 4’ x 4’ space. Seconded by Beverly.

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

MOTION CARRIED

Item 3-2 Action Item: Request from John and Cathy Romero; have received an offer to purchase the hangar improvements on Lot #0150 from GST Holdings, LLC; Agreement to Waive First Right of Refusal and Terminate Lease with John and Cathy Romero for Lot 0150; New Standard Land Lease with GST Holdings, LLC lot 0150 – The Airport Superintendent presented the request. Owyhee Air and GST
Holdings are negotiating the sale of the business and the hangar improvements. This evening’s request is only for the hangar and not the business. The final details and closing dates are still being negotiated. As soon as those details are finalized, we would like to be able to take the sale of the hangar to City Council. The Commission discussed the sale.

MOVED by Miller and seconded by Towner:

Recommend that City Council authorize the Mayor to sign the Agreement to Waive First Right of Refusal and Terminate Lease with John and Cathy Romero dated April 14, 2008 and sign new Nampa Municipal Airport Land Lease Agreement and Memorandum of Lease with GST Holdings, LLC effective date TBD, for Lot 0150 contingent upon the sale of the improvement

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

MOTION CARRIED

Item 3-3 Action Item: Request from Julie Schelhorn for Airport to resume sales of Electric Gate Remotes—Julie Schelhorn addressed the Commission. They have developed several hangars on the field and sold those hangars to customers who have invested quite a bit of money into the Airport. Julie had inquired about remotes for these customers and was told by staff they are no longer selling the gate remotes due to altercations at the gates. She would like the Commission to consider the convenience or courtesy the gate remotes offer. She also noted discontinuing the remotes will not stop the “piggybacking” confrontations at the gates.

The Airport Superintendent reported we had been selling remotes at cost. We have gotten to the point of being notified at least two times per month of an alteration at the gates of one sort or another. There was one incident where the Police were called out. When he has addressed the use of the remotes with individuals involved in the altercations he has been yelled at and even spit on.

Commissioner Towner clarified, the incidents arise when a remote user is upset with the first driver at the gate who is waiting for the gate to close and the remote user is clicking the gate open. When entering or exiting the Airport all users are to wait for the gate to close behind them before leaving the gate. The remote user becomes upset the first driver is not letting them through the gate, leading to verbal or physical confrontations.

The Commission discussed the possibility of disabling all remotes and forcing everyone to use the keypad. The Commission discussed how to “discipline” those who are mis-using their remotes.

The Commission discussed how to educate remote users. One concern is how to educate those with “pirated” remotes. The Commission did indicate discontinuing remote access will not eliminate the gate use issues but may solve some of them.

Commissioner Beverly feels for Airport security remote use should be disabled entirely.

Commissioner Towner suggested the Commission TABLE the gate remote discussion and come back to it next month.

Chairman Bear TABLED the discussion until the next regularly scheduled Airport Commission Meeting.
Item 3-4 Action Item: Request from Julie Schelhorn to install privacy slats in the Airport fence along Airport Road – Julie Schelhorn addressed the Commission, she would like the Commission to consider the hangars along Airport Road. The residential neighbors across the street can see into these hangars and catch sight of the tools, equipment and vehicles that are in these hangars. She has talked with Cascade Fence; the existing 7-foot fence would easily support 6-foot slats which would be adequate to provide privacy. Ms. Schelhorn asked if the Commission/City be willing to participate in the cost of the slats as a courtesy to provide privacy to the Airport lessees along Airport Road.

The Airport Superintendent reported he reviewed the TSA Security Guidelines for General Aviation Airports. The TSA guideline indicates that Airport fencing should be low maintenance and provide clear visibility for security patrols. Additionally, in the past he has discussed installing slats in the boundary fence with a Nampa police officer. The NPD officer advised the Airport it is more secure to have an open line of visibility for patrols.

Commissioner Beverly indicated he feels privacy slats provide “security” for a criminal once they are inside the fence.

The Commission also discussed the significant cost to install and maintain the slats as well the potential for the slats to become a graffiti target. The Commission also discussed adding more security cameras and motion lights, these are options private hangar owners have as well.

The Commission indicated they are not in favor of allowing privacy slats in the Airport perimeter fence.

Item 3-5 Action Item: Request from Mad River, LLC (Julie Schelhorn) to reserve lots 2026-2036 – Julie Schelhorn addressed the Commission, Mr. Robnett relinquished lots 2026-2036 in January. She has submitted a lot reservation application and the application fee for lots 2026-2036. She is aware the row east of these will be released via Request for Proposal (RFP). She would like to move forward with developing the row of hangars on lots 2026-2036.

In July new impact fees will go into effect for new construction in Nampa. She is asking for approval of her reservation request for the row allowing them to move forward with completing building plans, so they may submit for building permits before the impact fees go into effect. The new impact fees are around $2.00/SQFT. This means for a 14,000 SQFT building the impact fee is $28,000 which has a significant effect on their profit margin.

The Airport Superintendent indicated the RFP has been postponed for the final row of storage hangars until the Master Plan is completed this fall. The City would like the taxilanes/way to be completed before developing the leasable ground.

The Commission noted the sewer has not been extended in this area. If Mad River were to develop this row could they extend this portion of the sewer? The DPWD indicated the sewer needs to be completed before Mad River would be building. The sewer extension project is in progress now.

The Commission discussed the RFP for the last row and the east corner and determined the proposed row was not to be included in the upcoming RFP.
MOVED by Miller and seconded by Towner:

The Airport Commission hereby grants Mad River, LLC a 90-day reservation for lots 2026-2036.

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

**MOTION CARRIED**

**Item 3-6:** Request from Northwest Backcountry (NWB); Request reservation extension – current reservation expired 02-11-19; Request to alter hangar alignment and construction; Request “Dryscape” to meet the landscape requirements; Request the lot be split into two leasable lots with lease language including a pavement easement agreement for both lots.; Request reservation of storage hangar lots along taxiway C-6 in the event the current proposal does not move forward – Kasey Lindsay, Northwest Backcountry (NWB), reported to the Commission he and his builder, Clint Schaffer, met with Airport staff and City staff from Building, P&Z, Fire and Engineering to review his proposal and work through potential City zoning, setback and/or code issues. At that meeting P&Z indicated they are open to dryscaping to meet the landscape requirements. The meeting also addressed the need for the lot to remain commercial. The hangars/lots will be developed to allow for future commercial use.

Commissioner Miller asked if Mr. Lindsay would be willing to shift his lot north, adjacent to Blue Max leaving one large open lot rather than two smaller lots. Mr. Lindsay indicated he will need to investigate the available utilities on the adjusted lot. However, in the spirit of cooperation he is willing to shift his proposal north.

The Commission discussed shifting the reservation north and with the Attorney’s recommendation;

MOVED by Miller and seconded by Towner to AMEND the agenda to address the relocation of the proposed NWB hangar development.

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

**MOTION CARRIED**

MOVED by Towner and seconded by Miller:

The Airport Commission hereby grants a new 90-day reservation to Northwest Backcountry.

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

**MOTION CARRIED**

The Commission discussed the proposed hangar alignment; doors to the south with the roof line running north-south. The Commission has no objection to this proposed layout.

MOVED by Miller and seconded by Towner, the Airport Commission has no objection to the proposed hangar alignment.

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

**MOTION CARRIED**
Chairman Bear addressed the dryscape proposal, ultimately P&Z has the final say on the request for dryscape. P&Z has indicated they are okay with the dryscape proposal.

MOVED by Towner and seconded by Miller, the Airport Commission has no objection to the dryscape proposal.

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

MOTION CARRIED

Chairman Bear addressed the request for the lot to be split into two leasable lots. The City Attorney’s office has been working on lease language to address the lot that will not have taxiway access.

Douglas Waterman with the City Attorney’s office reported that Mr. Lindsay sent over a draft easement agreement. Mr. Waterman felt the easement or taxiway access agreement should be simple and easy to address. Mr. Waterman drafted language for the lease itself that addresses a lease that must cross another leasehold to access a taxiway.

MOVED by Towner and seconded by Miller, the Airport Commission approves splitting the lot into two leasable lots.

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

MOTION CARRIED

Chairman Bear indicated the request to reserve the storage hangar row along C-6 is no longer needed as the proposal is moving forward.

MOVED by Beverly and seconded by Towner to adjourn the meeting.

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

MOTION CARRIED

Chairman Bear adjourned the meeting at 7:11 PM

Passed this 13th day of May 2019

____________________________________
COMMISSION CHAIRMAN

_______________________________________
AIRPORT SUPERINTENDENT, SECRETARY
1. **Call to Order:** The meeting was called to order by President Doris Thompson.

2. **Invocation:** The invocation was given by Lana Grimmett.

3. **Roll Call:** A quorum was declared by Gary Hindman with the following members present: Doris Thompson, Lana Grimmett, Gary Hindman, Gene Dinius, Mary Herron, Karen Stephenson, Carolyn Clark, Terry Zink, Susan Geier, Richard Straw, Donna Eason and Wally Binford. Members absent, none; members excused, Gaye Laughery and Jan MacKenzie. Also present: Sam Atchley, Coordinator, ex-officio, Sandy Levi (Nampa City Council), and Kortnie Mills (Rec. Center) Order of the Day—meeting with prospective board members: Janie Stubson and Rita Overman. After an interview of both individuals, the board elected Rita who was then sworn into membership on the Board by President Thompson.

4. **Open Session** (guest speakers, etc.) Sandi Levi—City Councilwoman gave a personal and informative presentation. She comes to our board meetings as a liaison from the Nampa City Council. She has voice but no vote on the Board and is willing to keep us informed about city events and can pass on our concerns to the Nampa City Council. Sandi likes to connect people and resources and is an encourager and cheerleader. She works many hours/week on behalf of all the citizens of Nampa and the board expressed appreciation for her help to us and her work in the city for us all!

5. **Minutes:** Minutes of the previous meeting of 3/11 were read and accepted.

6. **Treasurer’s Report:** The report was shared with board members and accepted as presented.

7. **Coordinator’s Report and Communication** Sam reported that her desk was purchased for $31.69 with tax and commission!

8. **Reports of Officers, Committees, etc.**

9. **Unfinished Business:**
   - Friday Food Sales (tabled from March Meeting): Diana (head cook) was invited to talk with us about this issue. Diana prepares food for use for that day’s meal, not to make extra for the sake of selling leftovers. Moreover, it should be said that selling the leftovers this is not a money-maker for the Center. The Board VOTED to ask Diana to create a set of rules regarding extra food sales (to be shared with the Board at a later meeting).

10. **New Business**
    - Sam reminded us of the “ExperienceWorks” program of the Department of Labor and how we might make use of the program. It was VOTED to participate in the “ExperienceWorks” program (55 and older program) and to have Sam oversee the possibility of procuring an individual from the program to work in our kitchen. The
salary for this person is born by the Department of Labor and the Idaho Commission on Aging and often, the person hired, will stay at the position for several years.

11. **Non-agenda Items** (discussion only)
Fund Raising Activities (tabled until May)
Still Wanting Speakers: The Board would like special speakers to come and speak at future board meetings.
Note: Grant Jones, Director of Meals on Wheels, will be invited for May as speaker.
The Board discussed issues related to our Tuesday and Thursday bridge group and how to integrate those who are new to the game. The Board sees itself as hosting the various activities that follow lunch but prefers, when issues arise within those activities, that they be handled by those groups themselves whenever possible.

12. **Adjournment:** The meeting was adjourned at 2:15 pm.
The next meeting is slated for Monday, May 13, 2019 at 1:00 p.m.

Respectfully Submitted,
Gary Hindman, Secretary
Nampa Golf Commission Meeting Minutes
4/16/19

**Attending:** Linda Estes, Bobby Kincaid, Brandon Crim, Scott Nicholes, Dave Clausen, Steve Wilson, Craig Stensgaard, John Lewis, Scott Jacobsen, June York, Bobby Sanchez, Darrin Johnson, Jennifer Vanderpool, Kristen Pudlow

**Absent:** Charlie Denham

**Meeting called to order** at 9:06 AM by Commission Chairman Scott Jacobsen

**Minutes:** Motion was made, seconded and passed to accept the minutes of 3/19/19.

**Revenue & Expense Reports:** March revenue was up for both courses from March of last year. Scott Nicholes indicated that pass sales are up at Ridgecrest compared to this date last year. He also indicated that April revenue could be down due to so many rainy days this month. Darrin Johnson indicated that expenses for both courses were as expected. He also indicated that the final accounting for last fiscal year added $181,432 to the ongoing fund balance. Motion was made, seconded and passed to accept the revenue and expense reports.

**Operations and public relations reports:** Brandon Crim reported for Centennial that excessive rain has delayed some planned spraying. Aeration of greens is scheduled for May 14th or 15th, and they are trying to keep a regular mowing schedule as weather allows. He also indicated that he believes aeration for Ridgecrest is scheduled for the first week of May. Bobby Kincaid indicated that Centennial appears to be in good condition. Dave Clausen reported that Ridgecrest is also in good condition, and that greens and tee boxes were top-dressed yesterday. Linda Estes reported for Centennial that a Nampa High Girls Invitational was held on 3/19, and an Idaho Plumbers event was held on 3/23. Nampa Christian High School hosted a 9-hole match on 4/2, and Centennial Ladies Tuesday Morning League began that day as well. The Idaho State Senior Golf Association held and event on 4/5 and 4/6 with 128 players. Centennial Men’s Individual Medal event took place on 4/6. Ridgevue High held a JV match on 4/8, Centennial Ladies Thursday Senior League began on 4/11, and the Centennial Ladies Opener was held on 4/13. June York reported for Ridgecrest that an IGA Rules Clinic was held on 3/21. The Ridgecrest Men’s Spring Meeting was held on 3/23 and the Ridgecrest Ladies Spring Meeting was held on 3/28. A high school tournament with approximately 10 schools was held on 4/3. Old Dominion Freight Company held an event on 4/5 with 25 players, and Ridgecrest Men’s League began on 4/10. A Ridgecrest Men’s Association 2-man best-ball was held on 4/13. Motion was made, seconded and passed to accept the operations and public relations reports.

**New Business:** Four applications were received for Pepsi reduced-fee scholarships. After review and discussion, motion was made, seconded and passed to accept the applications.

**Old Business:** Mayor Kling joined the meeting to give the Commission an update on the status of lease negotiations with Department of Health & Welfare (DHW). At DHW’s request, she was waiting for the end of the legislative session to begin discussions. She has sent an email to the director and expects to hear back soon. Prior discussions with the director suggest that he was anxious to move forward with discussions on the golf property leases after the legislative session.

**Mayor’s Golf Tournament:** Kari Riley provided an updated listing of teams and tournament sponsors, and Jennifer Vanderpool provided an updated account balance for the scholarship
fund so the Commission knows much money is available to award for college/vocational scholarships. Applicants were required to be high school seniors from the local Nampa area, be members of their golf team, and complete an application form including GPA, community service, a letter of reference and an essay discussing how golf has impacted their lives and why the Commission should consider awarding them a scholarship. The Commission received 9 scholarship applications. After considerable discussion, motion was made, seconded and passed to award a $2000.00 scholarship to 7 of the 9 applicants. The scholarships will be awarded to the students at the Mayor’s Tournament on May 3rd.

**Adjournment:** Motion was made, seconded and passed to adjourn the meeting at 10:02 AM.

**Next meeting scheduled for 9:00 AM, May 21st in the Mayor's Conference Room**

Respectfully submitted by Steve Wilson, Commission Secretary.
PROFESSIONAL SERVICES AGREEMENT
South Water Tank Rehabilitation Project
(As approved in the FY19 budget)

• In September of 2017 a report by Pittsburg Tank & Tower Maintenance Company was prepared for the City Water Department on the South Water Tank safety. This report reviewed AWWA and OSHA tank requirements.

• Items included ladders, hatchs, cracks and spalling, coatings and other misc. items.

• Engineering will need consultant services to design safety sytems as well as provide specifications for materials to repairs items provided in the report.

• Keller Associates submitted a scope of work (Exhibit A) in the amount of $ 31,930.00

• Engineering Division has reviewed the Scope of Services and recommends approval.

REQUEST: Authorize Mayor and Public Works Director to sign Task Order and Contract for Professional Services between the City of Nampa and Keller Associates for the South Tank Rehabilitation Project in the amount $ 31,930.00, Time and Materials Not to Exceed.
ATTACHMENT A - SCOPE OF SERVICES

Scope of Work

Date: May 9, 2019
Project Number: 217122-006
Project Name: Nampa South Tank Upgrades
Consultant Company Address: Keller Associates, 131 SW 5th Ave, Ste A, Meridian, ID 83642
Consultant Project Manager/Contact Information: James Bledsoe, PE (208.288.1992)

PROJECT DESCRIPTION

The City of Nampa (City) intends to complete minor upgrades to the City’s existing 3,000,000 gallon water storage tank. The tank is located at the intersection of 12th Avenue Road and Ruth Lane. The minor upgrades include installing warning signs, repairing leaks and cracks, installing new dome access platforms, installing a new interior ladder and platform extending to approximately ten to twelve feet below the roof access hatch, review of the existing exterior coating and recommendations for recoating the tank if necessary. The project will include design, preparation of specifications, City coordination and construction engineering and observation services for this project. Aside from a building permit, no regulatory permitting or approvals are anticipated. Consultant services are more particularly described in the following sections.

CONSULTANT SERVICES

Task 1 – Project Management

1.1. Project Management: Project management includes general project administration services including contract administration, monthly invoicing, progress reports, and internal project administration. Deliverables include progress reports, expense summaries by task, and invoices. Budget assumes a schedule of five months.

Task 2 – Design Services

2.1 Final Design: Final design of the improvements will be completed by the Consultant with City provided input.

2.1.1 Site Visit: Consultant will perform an on-site observation to assess the cracks in footing and condition of the coating in order to determine if a replacement coating is warranted.

2.1.2 90% Plans and Specifications: Consultant will complete 90% plans and specifications and submit a set for the City’s review. The Consultant will prepare a construction cost estimate and meet with the City to receive comments and discuss plans and specifications. As part of the design effort, the Consultant will evaluate the existing exterior coating and summarize recommendations in a technical memorandum. Consultant will perform design drafting in AutoCAD for the construction plans which will include: the City’s standard notes, vicinity maps, sheet indexes, north arrows, scale and special details necessary for a biddable product. Drafting will be completed on 22”x34” sheets, ANSI standard size “B” sheets (90% review drawings will be 11”x17”). Final design drawings to include plan views and details necessary for a biddable project.

217122-006
2.1.3 **Final Design**: Consultant will incorporate appropriate revisions made by the City at the 90% review meeting into a final set of plans and specifications. Prepare an updated opinion of probable cost using the bid schedule developed for the project. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor’s methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant. Final deliverables will include a PDF copy of the construction drawings and specifications.

2.1.4 **Contract Documents**: Special provisions will be in accordance with the 2012 ISPWC and the modifications to these standards found in the City of Nampa 2015 Standard Construction Specifications. Consultant will be responsible for preparing Special Provisions for the project. Consultant will utilize the City’s existing front end construction documents (bid advertising, instructions to bidders, bid forms, bid bonds, insurance requirements, agreements, general provisions, and supplemental conditions). City will provide legal and risk review of contract documents.

**Task 3 – Building Permit Submittal**

3.1 **Building Permit**: Consultant will prepare building permit application, assist in submitting application, and assist in obtaining the permit/authorization. For budgeting purposes, no environmental related activities are anticipated (i.e. no wetland delineation, biological, and archeological investigations). If the City does not complete the work prior to the permit/authorization expiration dates, the City will be responsible for renewing the permit/authorization prior to construction.

**Task 4 – Bidding Support Services**

4.1 **Bidding, Publishing, and Administration**: Consultant will provide five (5) hard copies and one electronic copy (PDF format) of the bid documents to the City. Bid plans will be produced at reduced size (11”x17”). Consultant will provide bid administration services to coordinate the Bid process with the City and prepare addenda when necessary during the Bid process to clarify bidding requirements. No pre-bid meeting is anticipated. It is assumed the Consultant will not attend a bid opening meeting. Consultant will review the bid abstract prepared by the City, review bidder qualifications, if necessary, and provide a recommendation for contract award to City. For budgeting purposes, one bid process was assumed. Additionally, it is not anticipated that Consultant staff will prepare staff reports or attend a City council meeting to discuss award of the bids.

**Task 5 – Construction Phase Services**

This scope of work is to provide construction support services. It is understood that the City or their assigned representative will provide construction engineering and inspection services, including providing a resident project representative onsite during construction. Consultant will not supervise, direct, or have control over the Contractor’s work. Consultant will have sole responsibility for the means, methods, jobsite safety and for performing work in accordance with the contract documents. Consultant will provide the following construction support services:

5.1 Attend the preconstruction meeting. Prepare meeting agenda and minutes.

5.2 Review contractors’ submittals to check that proposed materials generally conform to the specifications. Copies of reviewed submittals will be submitted to the City for future City reference. Consultant submittal reviews will be limited to specified materials. It is anticipated that the City will review
submittals in regards to traffic control, erosion and sediment control, sequence of operations, and construction testing, (i.e. compaction tests, pressure tests, and bacteria tests).

5.3 Respond to requests for information and provide plan and specification clarification.

5.4 Review of change orders and work change directives is anticipated to be handled by the City. Should these services be desired, they can be provided as an additional service to this contract.

5.5 The City or their assigned representative will provide observation and review of Contractor’s performance or any other construction phase services, and as such the City assumes responsibility for interpretation (or seeking interpretation) of the Contract Documents and for construction observation. For budgeting purposes, four (4) Consultant field visits are included for the purpose of understanding issues encountered in the field and providing direction to the City for the project. Field visits (if any) will be completed at the request of the City.

5.6 The City or their representative, will provide other construction services not listed above, including but not limited to reviewing and processing pay requests, day-to-day observation, issuing a Notice of Substantial Completion to the contractor, developing a "punch list", and processing all closeout documents.

5.7 Record Drawings. Upon completion of the Work, the Consultant shall compile for and deliver to the City a reproducible set of Record Documents, based on information from the contractor and observations made during construction. Record Documents will include marked-up construction drawings, addenda, change orders and other data that show significant changes made during construction. The Consultant does not warrant the accuracy of information provided by others. An electronic copy of marked-up PDF drawings as well as one mylar set of record drawings will be provided the City. No operations and maintenance manual is anticipated with this project.

ASSUMPTIONS
1. Work will be awarded to a single contractor.
2. Consultant will distribute bid documents and addenda to contractors.

CITY PROVIDED INFORMATION AND RESPONSIBILITIES
The following data and/or services are to be provided by the City without cost to Consultant.

1. Provide ongoing review of the work and timely consideration of project issues.
2. Pay for all permits, fees, or other payments required to secure permitting for construction of the proposed improvements.
4. Provide legal and risk reviews.
5. Provide place for bid opening.

SCHEDULE
Consultant will provide the completed design, bid documents, and submit for permits within 90 days from the executed date of the agreement.
## COMPENSATION SCHEDULE

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<th>Task</th>
<th>Description</th>
<th>Compensation</th>
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<tr>
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<td>2.2</td>
<td>90% Plans and Specifications</td>
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<td>2.3</td>
<td>Final Design</td>
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<td>Contract Documents</td>
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<td>Bidding Support Services</td>
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<td>Preconstruction Meeting</td>
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<td>5.2</td>
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<td>5.3</td>
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<td><strong>$31,930</strong></td>
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Services will be completed on a time and materials basis. The Not-To-Exceed (NTE) amount to complete all services listed above for this task order is thirty-one thousand nine hundred thirty dollars ($31,930). While the budget amounts for each task may be exceeded, no compensation over the total NTE budget will be paid without prior written approval by the City. The hourly rates for services and direct expenses are per the Master Agreement and the current approved Rate Schedule on file with the City (rate schedules are updated annually in January), and will be the basis for any additions and/or deletions in services rendered.
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<th>Task Description</th>
<th>Principal/Chief Engineer</th>
<th>Project Manager</th>
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# Bank Accounts

**City of Nampa**  
**Bank Accounts**  
**For month Ended April 2019**

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<tr>
<th>Bank</th>
<th>Acct No</th>
<th>Balance</th>
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<tbody>
<tr>
<td>Wells Fargo Medical Trust Checking</td>
<td>8XXXXX329</td>
<td>$484,472.08</td>
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<tr>
<td>Wells Fargo Depository</td>
<td>8XXXXX014</td>
<td>$7,228,001.75</td>
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<tr>
<td>Wells Fargo HUD</td>
<td>8XXXXX468</td>
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<tr>
<td>Wells Fargo AP (Legacy Account) - Closed 4/2019</td>
<td>1XXXXX36533</td>
<td>$-</td>
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<tr>
<td>Wells Fargo Utility Billing</td>
<td>1XXXXX01451</td>
<td>$139,905.80</td>
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<td>Wells Fargo Police Special Ops</td>
<td>1XXXXX36582</td>
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<tr>
<td>Wells Fargo Police SIU</td>
<td>2XXXXX60985</td>
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<td>Wells Fargo Parks Impact Fees</td>
<td>6XXXXX37001</td>
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<td>Wells Fargo Police Impact Fees</td>
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<td>Wells Fargo Fire Impact Fees</td>
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<td>Wells Fargo Streets Impact Fees</td>
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<td>Glacier Family of Banks- Intermountain Claims Acct (workers comp)</td>
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<td>Wells Fargo Workers Comp Custody Account</td>
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<td>US Bank GO Refunding Bond Series 2012 Bond Fund</td>
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<tr>
<td>US Bank LID No. 148 Series 2010</td>
<td>1XXXXX6000</td>
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</tr>
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</table>

**Idaho Center Accounts:**
- Wells Fargo - ICTickets Trust Account Horse Park | 6XXXXX17052 | $2,489,950.28 
- Wells Fargo - Idaho Center Operations | 8XXXXX57411 | $150,124.23 
- Wells Fargo - Id Ctr ATM Bank Account | 1XXXXX2561  | $28,010.98  

**Civic Center Accounts:**
- Wells Fargo - Civic Center Operations | 7XXXXX46329 | $167,938.59 
- Wells Fargo - Civic Center Trust Account | 4XXXXX41531 | $71,393.54 

**City Investment Accounts**
- LGIP 3517 - DEQ | 3517 | $- 
- LGIP 3223-LID 148 | 3223 | $38,738.81 
- LGIP 2156-Pooled Cash | 2156 | $12,524,555.22 
- US Bank Custody Account | 1XXXXX88133 | $59,178,785.52 
- City of Nampa Municipal LID's | - | $382,273.11 
- Edward Jones Medical Welfare Benefit Plan | 8XX-XX993-1-9 | $2,229,313.87 

**Grand Total Cash** | **$89,991,887.39**
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<tr>
<th>License Owner</th>
<th>Address</th>
<th>Council Approval</th>
<th>Alcohol Type</th>
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</thead>
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<tr>
<td>Ridgecrest Golf Club</td>
<td>3730 Ridgecrest Drive</td>
<td>2-4-19</td>
<td>Beer, Wine, Liquor</td>
</tr>
<tr>
<td>Pete’s Tavern</td>
<td>11 12th Ave. S</td>
<td>2-4-19</td>
<td>Beer, Wine</td>
</tr>
<tr>
<td>Texas Roadhouse</td>
<td>1830 Caldwell Blvd.</td>
<td>2-4-19</td>
<td>Beer, Wine</td>
</tr>
<tr>
<td>Tiny’s Lounge</td>
<td>10 12th Ave. S</td>
<td>2-4-19</td>
<td>Beer, Wine, Liquor</td>
</tr>
<tr>
<td>TWC Inc. (Chevron)</td>
<td>3030 E Greenhurst Rd.</td>
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<td>1220 Jacob Alcott Way</td>
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<td>Ford Idaho Center</td>
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<td>The Getaway</td>
<td>512 12th Ave Rd</td>
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<td>JP Thailand</td>
<td>2025 12th Ave Rd</td>
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<td>Crescent Brewery</td>
<td>1521 Front St</td>
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<td>Flying Pie Pizza</td>
<td>1021 12th Ave</td>
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<td>Dos Caminos Mexican Restaurant</td>
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<td>TNT Dynamite Bar &amp; Grill</td>
<td>1411 Shilo Dr</td>
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<td>Hispanic Cultural Center</td>
<td>315 Stampede Dr</td>
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<td>Luna Blu</td>
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<td>Jak*s Place, name change only</td>
<td>6026 Birch Lane</td>
<td>Soda Stop</td>
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<td>Fiesta Guadalajara</td>
<td>1202 J Alcott Way</td>
<td>Beer, Wine Liquor</td>
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<td>Alondra's Store</td>
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<td>El Tenampa</td>
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<td>El Riconcito</td>
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<td>El Cafetal Columbian Restaurant</td>
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<td>Beer, Wine Liquor</td>
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New applications for establishments in city limits that will serve alcohol

**Fast Mart Nampa, Inc**  
306 N Franklin Blvd  
Beer, Wine  
Background checked by Nampa Police Department; no records found

Fast Mart is a new establishment that will offer an in/out shopping experience for folks on the go. They will use the existing building previously occupied by Talley’s Tactical Fun & Pawn. In the past, this was occupied by another convent store.  
This establishment is not located within 300 feet of a school or church.
Belle Event Center
120 13th Ave S
Beer, Wine, Liquor
Background checked by Nampa Police Department; no records found
Belle Event Center check by Nampa Police Department; no records found

The Belle Event Center has been used for events via catering permits for several years but would like to purchase/obtain a liquor license, as they are very busy and are wanting to follow all regulations. This establishment is not located within 300 feet of a school or church.

El Karma Event Center, LLC
112 13th Ave S
Beer, Wine, Liquor
Background checked by Nampa Police Department; no records found

El Karma Event Center is requesting an alcohol license to open in the existing Shadow Hills Event Center. This establishment is not within 300 feet of a school or church.
Proclamation
Office of the Mayor

Whereas, The annual distribution of Buddy Poppies by the Veterans of Foreign Wars of the United States has been officially recognized and endorsed by governmental leaders since 1922; and

Whereas, VFW Buddy Poppies are assembled by disabled veterans and the proceeds of this worthy fund-raising campaign are used exclusively for the benefit of disabled and needy veterans, and the widows and orphans of deceased veterans; and

Whereas, The basic purpose of the annual distribution of Buddy Poppies by the Veterans of Foreign Wars is eloquently reflected in the desire to “Honor the Dead by Helping the Living.”

Now Therefore, I, Debbie Kling, Mayor of the City of Nampa, Idaho, do hereby proclaim May 24, 25 and 26 as

“VFW Buddy Poppies Days”

In the City of Nampa. I urge the citizens of this community to recognize the merits of this cause by contributing to its support through your donations for Buddy Poppies on the day set aside for the distribution of these symbols of appreciation for the sacrifices of our honored dead. I also urge all patriotic citizens to wear a Buddy Poppy as mute evidence of our gratitude to the men and women of this country who have risked their lives in defense of the freedoms which we continue to enjoy as American citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the city of Nampa to be affixed this 20th day of May in the year of our Lord two thousand nineteen.

Debbie Kling
Mayor, City of Nampa
The Idaho Transportation Department has made a significant investment in the extension of Idaho 16 from Interstate 84 north to Idaho 44. This document provides background and an overview of the corridor study, and also briefly describes the design refinements that are being considered to be advanced for public comment.

The Idaho Transportation Board will review these options at their regular business meeting Thursday, May 16, 2019 and determine what will be carried forward. This summary and the meeting presentation are informational in nature, no action is being requested by the Council.

1. Idaho 16, I-84 to ID 44 Corridor

The purpose of the Idaho 16 Corridor Project is to increase the transportation capacity of the Idaho state highway system within Ada and Canyon counties and to reduce north-south travel times between I-84 and destinations north of the Boise River in the vicinity of the Idaho 16 and ID 44 intersection. The need for the project is related to three factors:

- Regional Growth. Proposed planned communities and rapid development in the communities of Emmett, Eagle, Star, Nampa, and Meridian are increasing travel demand on Idaho highways and surrounding regional roadways.
- Regional Mobility and Circulation. Current north-south routes connecting I-84 to ID 44 are not adequate to meet future travel demands of the Treasure Valley.
- Congestion on North-South Arterials. The limited number of river crossings between ID 44 and I-84 increases traffic congestion on the surrounding regional roadways.

The Idaho 16 project goals begin with providing solutions, which will help the Treasure Valley area accommodate its projected growth while balancing the area’s quality of life.

- Create a new state highway corridor that will be a component of enhancing the area’s transportation system to improve accessibility and connectivity to jobs, schools, and services; allow the efficient movement of people and goods.
- Establish a new state highway corridor providing new connectivity, while preserving the capacity of the regional roadway system.
- Develop a new state highway corridor that will enhance safety and security for its users.
- Create a new state highway corridor that will protect and preserve existing transportation systems and opportunities for expansion.
- Support economic development by providing a new state highway that aids in connecting communities, provides access to employment centers, and provides efficient movement of people, freight and services throughout the Treasure Valley.
- Contribute to improving the quality of life, through enhancing public health by developing a new state highway that will help lesson future environmental impacts, such as air quality.

In 2006, ITD began studying the segment of the Idaho 16 route from I-84 north to ID 44, Figure 1. A final environmental impact statement (EIS) was prepared in November 2010 and a record of decision (ROD) for this portion of the Idaho 16 corridor was approved by ITD and the Federal Highway Administration (FHWA) in April 2011. The new route begins at I-84 (MP 39.7), which is west of Ten Mile Interchange and east of Garrity Interchange. The new Idaho 16 route connects I-84 to ID 44, formulating the logical termini, and provides a new crossing over the Boise River. The selected alternative defined Idaho 16 as a limited access 4-lane divided highway (two lanes per direction) with full access interchanges at the following locations:

- Idaho 16 and I-84
- Idaho 16 and Franklin Road
- Idaho 16 and Ustick Road
- Idaho 16 and US 20/26
- Idaho 16 and ID 44
Accessibility to Idaho 16 will be prohibited for all other public or private access. Major east-west roadways will be grade-separated with Idaho 16. Access to properties disconnected by the new highway will be provided through a system of rural minor local roadways.

**Figure 1 - Idaho 16 route from I-84 north to ID 44**

Construction of the Idaho 16 initial phase was completed in 2014. The initial phase provided 2.1 miles of new 4 lane highway between US 20/26 and ID 44, including a 1,730-foot-long bridge over the Boise River. This initial phase provided at-grade signalized intersections at US 20/26 and ID 44. The interchanges described in the EIS/ROD are planned for construction in a future phase of the Idaho 16 when travel demands warrant these improvements.

2. **Idaho 16 Profile Alignment (Over versus Under)**

The approved 2011 EIS/ROD proposed a preferred alternative for Idaho 16, in which the new highway’s profile alignment would be grade separated with bridges at east-west routes including US 20/26, ID 44 and four local roadways (Franklin Road, Cherry Lane, Ustick Road, and McMillian Road). The EIS/ROD’s preferred alternative proposed these six east-west roadways would be elevated and have bridges crossing over the new Idaho 16 highway. Through value engineering and alternatives analysis, staff recommends modifying the preferred alternative to have the new highway’s profile alignment grade separated over these six east-west roadways. Figure 2 and 3 provide an example of the modifications at one local roadway. The recommendation is based on the following potential benefits resulting from the proposed modification:

- The modification lessons the potential environmental impacts associated with the project by reducing the limits of improvements to east-west local roadways.
- Minimizes impacts to accessibility of the east-west local roadways by eliminating the need to raise the profile of the local roadways over the new Idaho 16. This would reduce the need for right-of-way and construction of local roadways to provide new access.
- A reduction in the project’s new right-of-way for constructing east-west roadways over the new Idaho 16 estimated to reduce approximately 26 acres, with an estimated savings ranging between $1.5 and $1.9 million.
- A reduction in project costs to construct the east-west local roadways over the new Idaho 16. It is estimated to reduce approximately 1.1 miles of local roadways, with an estimated savings range between $16 and $18 million.
- The project costs for the future interchange build-out of US 20/26 and ID 44 would be less costly due to reductions in earthwork and grading for the interchanges.
- Minimizes potential impacts to the public and enhances safety during construction by allowing for more efficient construction sequencing and less complicated traffic control measures.
Environmental considerations for elevating Idaho 16 over the east-west roadways versus elevating the local roadways over Idaho 16, which include potential visual quality and noise affects, will be analyzed as part of the project’s EIS Re-Evaluation process. Staff does not anticipate significant adverse effects to the environment caused by the modification of taking Idaho 16 over the east-west local roads and highways.

Figure 2 - Idaho 16 Under Local Road, EIS/ROD Preferred Alternative

Figure 3 - Idaho 16 Over Local Road, Modified Alternative
3. Potential Right-of-Way Reductions

The approved 2011 EIS/ROD proposed a preferred alternative for Idaho 16, with a planned right-of-way corridor to accommodate potential future needs. Through value engineering and alternatives analysis efforts, staff has identified locations and areas where the planned right-of-way can potentially be reduced. The potential reduction from the planned right-of-way estimated in the EIS/ROD is approximately 100 to 130 acres. Table 1 provides a summary comparison of the areas for the planned right-of-way limits between the EIS/ROD and the proposed modified alternative. This reduction can be attributed to modifications to the I-84 and Franklin Road interchange configurations, the Ustick Road interchange configuration, and Idaho 16 going over the local roads. With the reductions identified as part of the modified alternative, the acquisition of the remaining Idaho 16 right-of-way is estimated to range between $100 million and $135 million. The right-of-way costs include the land acquisition price, administrative settlements, improvements, relocations costs, and risk-based cost contingencies for potential damages and legal actions.

The right-of-way for the project between US 20/26 and ID 44 was purchased as part of the initial phase, which constructed the 2.1 miles connecting US 20/26 and ID 44 with the new Boise River bridge. This includes the majority of the right-of-way for the future interchanges at US 20/26 and ID 44.

Table 1. Right-of-Way Comparison (Includes Total Takes and Un-economical Remainders)

<table>
<thead>
<tr>
<th>Planned Right-of-Way Limits (Estimated Area in Acres)</th>
<th>I-84 and Franklin Road interchange areas</th>
<th>UPPR to US 20/26 (including local roads)</th>
<th>Frontage/Backage Roads</th>
</tr>
</thead>
<tbody>
<tr>
<td>Idaho 16 EIS/ROD Alternative (Excludes Phase 1)</td>
<td>194</td>
<td>203</td>
<td>35</td>
</tr>
<tr>
<td>Proposed Modified Alternative I-84 Alternative 2</td>
<td>159</td>
<td>137</td>
<td>16</td>
</tr>
</tbody>
</table>

4. Interchange Type Analysis

Idaho 16 and ID 44 Interchange: The approved 2011 EIS/ROD proposed a preferred alternative for the Idaho 16 and ID 44 interchange consisting of folded diamond configuration with a loop ramp located in the northwest quadrant, as shown in Figure 4. The interchange was selected to accommodate the heavy westbound-to-southbound movement from ID 44. Through value engineering and alternatives analysis efforts, staff has validated this interchange configuration and recommends advancing it in the Re-Evaluation. The only modification is to elevate Idaho 16 over ID 44 to incorporate the benefits described in the Idaho 16 Profile Alignment (Over versus Under) section.

![Figure 4 – ID 44 Interchange EIS/ROD Preferred Alternative](image-url)
**Idaho 16 and US 20/26 Interchange:** The approved 2011 EIS/ROD proposed a preferred alternative for the Idaho 16 and US 20/26 interchange consisting of a folded diamond configuration with a loop ramp located in the southeast quadrant, as shown in Figure 5. The interchange was selected to accommodate the heavy eastbound-to-northbound movement from US 20/26. Through value engineering and alternatives analysis efforts, staff has validated this interchange configuration and recommends advancing it in the Re-Evaluation. The only modification is to elevate Idaho 16 over US 20/26 to incorporate the benefits described in the Idaho 16 Profile Alignment (Over versus Under) section.

**Figure 5 - US 20/26 Interchange EIS/ROD Preferred Alternative**

**Idaho 16 and Ustick Road Interchange:** The approved 2011 EIS/ROD proposed a preferred alternative for the Idaho 16 and Ustick Road interchange consisting of a folded diamond configuration with the loop ramp located in the southeast quadrant, as shown in Figure 6. The interchange was configured in such a manner to minimize impacts to a historic property located northwest of Ustick and McDermott Roads. Through value engineering and alternatives analysis efforts, staff recommends modifying the interchange configuration to a tight diamond configuration, as shown in Figure 7. The tight diamond configuration minimizes impact to the historic property similar to the EIS/ROD alternative, provides acceptable traffic operations, enhances safety and reduces needed right-of-way by approximately 30 acres. The tight diamond configuration also provides better opportunities for interim project phasing. The proposed modified alternative will elevate Idaho 16 over Ustick Road providing the benefits described in the Idaho 16 Profile Alignment (Over versus Under) section.
Figure 6 - Idaho 16 and Ustick Road Interchange, EIS/ROD Preferred Alternative

Figure 7 - Idaho 16 and Ustick Road Interchange, Tight Diamond

5. Idaho 16/I-84 Interchange and Franklin Interchange Options

The Idaho 16 and I-84 system interchange is in close proximity to the Franklin Road interchange. Providing access to each of the routes results in close spacing of entrance and exits, which may degrade traffic operations and poses adverse safety situations. To help resolve these issues a system of ramp configurations that either avoid weaving issues via braided ramps or accommodate weaving through appropriately designed ramp segments is necessary. The approved 2011 EIS/ROD preferred alternative for the Idaho 16 and I-84 system interchange and the Franklin Road interchange consist of direct connecting ramps from Idaho 16 to I-84 and access to and from Franklin Road through a combination of loop ramps, as shown in Figure 8. The EIS/ROD preferred alternative also did not preclude a future southerly local road connection that would be part of a separate study.
Through value engineering and alternatives analysis efforts, staff's objective has been to identify alternative interchange configurations that maintain Franklin Road in its current location, provide full access between Idaho 16 and I-84/Franklin Road, and not precluding a future southerly connection. Staff has developed, compared and ranked multiple alternatives for this location. The top two ranked alternatives are shown in Figure 9 and 10 below. Staff is continuing to analyze traffic operations and safety elements associated with these two alternatives. The top-ranking alternative will be carried forward for public comment and incorporated into the EIS Re-Evaluation.

As described above in the section titled “Potential Right-of-Way Reductions”, a potential reduction in the planned right-of-way needed for the project is approximately 55 acres as a result of either of these modified alternatives for the Idaho 16/I-84 Interchange and Franklin Interchange. The two alternatives under consideration are estimated to require less capital investment as compared to the EIS/ROD preferred alternative. The initial construction cost can be reduced between 15 and 50 percent from the EIS/ROD preferred alternative as a result of the modified alternative for the Idaho 16/I-84 Interchange and Franklin Interchange. The two alternative configurations also provide better opportunities for interim project phasing.
Figure 9 – ID 16 and I-84/Franklin Road Interchange, Alternative 2

Figure 5 – ID 16 and I-84/Franklin Road Interchange, Alternative 4
City Council Meeting May 20, 2019
Planning & Zoning Department
Staff Communication
Rodney Ashby, Principal Planner
Zoning Code Amendments

- Clarify the Zoning Code:
  - Nampa Citizens and Developers
  - Nampa Planning & Zoning Staff
  - P&Z Commission
  - Mayor & City Council

- Update Content of the Zoning Code:
  - Storage Unit Standards
  - Alternative Residential Housing (mobile home parks, shipping container housing, tiny houses, etc.)
  - Mixed Use Development
  - In-fill Development
  - & others
Storage Units

• Increased Market Demand

• Concerns:
  • Visual impact on major Nampa Roads (arterials)
  • Consumption of designated industrial land
  • Limited economic benefit to community
Storage Unit Visual Impact on Arterials

• Long stretches of blank walls / Building materials

Nampa’s Design Standards:
• RP & BN Zones
• Setbacks
• Landscaping
Consumption of Designated Industrial Land
Limited Economic Benefit to Community

- High cost to City compared to economic benefit
- Provide few long term jobs compared to other uses
- Not the highest and best use of the land
Council Direction?
National Public Works Week

This year, and since 1960, National Public Works Week will be celebrated by cities nationwide the week of May 19. The City of Nampa will be calling attention to the importance of Nampa's unique, full-service Public Works Department (PWD). Staff have planned a week of scheduled events that include a hands on activities fair for 166 Nampa students at the Street Division yard on Thursday, May 23, as well as a coloring and drawing contest for all Nampa students. A PWD employee appreciation picnic is also scheduled for Tuesday, May 21, from 11:30 a.m. to 1:00 p.m. at the Lions Park picnic shelter. The Mayor and City Council members, as crucial leaders in our community, are personally invited to the staff picnic to celebrate PWD's continued dedication to the City of Nampa.

Indian and Mason Creeks Floodplain Study

West Consultants, Inc., (WEST) is proceeding with the City’s requested Indian and Mason Creeks Floodplain Study, which is currently about 20 percent complete, to evaluate the Indian and Mason Creeks drainage basins. Site visits are also being scheduled with Nampa’s underlying irrigation districts in order for WEST and City staff to review canal/drain operations and how they impact flows in Indian and Mason Creeks. The site visits are anticipated to occur in early June. Additionally, staff is coordinating meetings with adjacent jurisdictions to identify information and/or studies that could benefit the City and to hopefully develop partnerships to further advance the reduction of the floodplain through our communities. Staff has also began evaluating and collecting data on the Indian and Mason Creeks drainage above the New York Canal.

The schedule of events in the Indian and Mason Creeks Floodplain Study is as follows:

- Fiscal Year 2019: Data collection, concept report, and culvert restriction analysis
- Fiscal Year 2020: Drainage basin hydrologic modeling
- Fiscal Years 2020-2021: Request Federal Emergency Management Agency (FEMA) map revision, FEMA public comment, open house, and final determination

Street Division Chip Sealing Campaign

The City’s Street Division will begin its annual chip sealing campaign in Zone D on June 3. A press release was issued on May 13 notifying Nampa citizens. A list of affected roadways and a map was included (see Exhibit A). The Street Division website will be updated with work progress, along with any weather-related delays. Crews will hang door hangers to notify individual property owners when chipping is to occur on their street. With mild weather and a little luck, Street staff hopes to complete chipping, fog sealing, paint and thermoplastic applications by early August.
Funding Plan Presentation to Canyon County Highway Districts

- The future of Nampa’s transportation system is at a critical juncture with an estimated $17 million dollar annual deficit for transportation funding

- Public Works created a multiphase transportation funding strategy to:
  - **Improve Safety, System Reliability and Economic Vitality by Funding the Transportation Capital Improvement Plan (CIP) in 10-15 Years:** This plan will fund the priority capital projects identified in the Draft 2019 Transportation Master Plan that will widen lanes, expand intersections and enhance safety. The improvements support a Level of Service (LOS) D on major roadways and intersections (LOS A-No Congestion; LOS F-Gridlock). If no action is taken, major intersections will deteriorate to a LOS F by 2035, impacting congestion, freight and public safety
  - **Improve Overall Roadway Condition by Funding the Pavement Management Program in 10-15 Years:** This plan is a first step in improving the overall pavement condition of City streets. The average state of Nampa’s asphalt streets will be in a failed condition by 2030 if no funding changes are made. Funding the Pavement Management Program will apply lower cost maintenance treatments to extend the usable life of roadways and make the best use of limited maintenance and repair resources

- This plan provides a roadmap to fund transportation improvements which will reduce congestion, improve maintenance, enhance safety and contribute to the economic prosperity of our City. The goals of this plan are outlined below:
  - Phase I started with increasing growth-related impact fees (approved by Council in March fiscal year 2019) and requesting a 1% incremental tax increase
  - Phase II requires regional support to implement vehicle registration fees in Canyon County. The plan requires approval by a county-wide majority vote and agreement between highway districts and cities. A yes vote could yield nearly $2.5 million annually to Nampa
  - Public Works staff presented the plan at the April 18, 2019, meeting of the Canyon County Highway Districts. In attendance were representatives of Nampa Highway District No. 1, Notus Parma Highway District No. 3, Golden Gate Highway District, and Canyon Highway District No. 4
  - Next steps will be to negotiate a memorandum of understanding between highway districts and cities within Canyon County, defining the amount and distribution of proposed registration fee increases
This plan is designed to:

- **Provide Hope**: The plan is attainable and can be accomplished within 10-15 years without depleting resources for other critical City needs
- **Be Equitable**: Multiple funding options are proposed, sharing responsibility amongst all those using the system
- **Be Incremental**: Funding increases will be steady and affordable over a 10-15 year period, minimizing impacts to taxpayers. Once funding levels are achieved, smaller increases will commence to maintain the system

**Library Square Traffic Update (Fiscal Year 2019)**

- In 2010, transportation planners and engineers from consulting agencies, Idaho Transportation Department (ITD), and the City began examining ways to improve traffic safety and congestion problems around a one-block area, now referred to as the Library Square Block

- The primary challenge is moving two state highways through a downtown business corridor; (1) State Highway 45 (27,000 cars per day), and (2) I-84 Business Loop (16,000 cars per day)

- In 2013, URS Engineering, Horrocks Engineers, and City staff recommended a one-way alternative be constructed along with the Library Square Block improvements. Council authorized the one-way traffic pattern

- In 2017, City staff, in partnership with Paragon Consulting, conducted a follow-up analysis to determine the effectiveness of the one-way design. The analysis recommended traffic striping changes on northbound 12th Avenue (between 2nd and 3rd Streets South) which has since led to improved efficiency and safety

- Some suggestions were proposed in 2018 to improve efficiency around the Library Square Block. Staff conducted a traffic update which evaluated the current crash data, signal timing, and striping configurations. Short-term and long-term improvements are outlined in the attached Library Square Traffic Update (FY19) PowerPoint presentation (see Exhibit B)
May 13, 2019  
For Immediate Release  
Brochure & map attached

PRESS RELEASE FROM THE OFFICE OF MAYOR DEBBIE KLING

Nampa Chip Sealing Begins June 3

The City of Nampa Street Division will begin chip sealing streets Mon., June 3, 2019.

Chip sealing is a common, cost effective, pavement maintenance practice that extends pavement life and improves driving surface. Chip sealing is about one-fourth to one-fifth the cost of a conventional asphalt overlay.

This year, 12 arterial road sections and six subdivisions will be chip sealed. Arterials will be chip sealed before subdivisions with the first arterial road being S. Canyon St. from Lake Lowell Ave. to 12th Ave. S. followed by W. Iowa Ave. from 12th Ave. S. to Midland. (A complete list and map are located below.) Staff hopes to complete chipping, fog sealing, paint and thermoplastic applications by early August.

Important reminders for drivers and residents:
- The speed zone in chip zones areas is 20 mph.
- Please help keep workers safe. Be mindful of crews working in chip seal areas.
- Parking on streets during the chip seal process is prohibited from 6 a.m. to 6 p.m. Once signage is removed, street parking may be resumed. Every attempt will be made to notify owners of vehicles parked in the right of way prior to towing.

The Street Division website will be updated with work progress, along with any weather-related delays, at cityofnampa.us/chipseal.

Amy M. Bowman  
Communications Manager  
(o) 208.565.5256 or (c) 208.697.1414  
bowmana@cityofnampa.us

(A complete list and map are located below.)
2019 CHIP SEALING SCHEDULE
(Scheduled between approx. June 3–August 1, weather permitting)

1. S Canyon St from 12th Ave S to Lake Lowell Ave
2. W Iowa Ave from 12th Ave S to S Midland Blvd
3. S Midland Blvd from W Dooley Ln to W Greenhurst Rd
4. W Dooley Ln from 12th Ave S to S Midland Blvd
5. W Locust Ln from Shipman Cir to S Raintree Drive
6. Sunnyridge Rd from E Greenhurst Rd to W Locust Ln
7. Blakeslee Dr from E Greenhurst Rd to S Powerline Rd
8. E Greenhurst Rd from S Powerline Rd to S Juniper St
9. 11th Ave S from W Roosevelt Ave to 3rd St S
10. 7th St S from 12th Ave S to N Yale St
11. 7th Ave S from Lonestar Rd to 3rd St S
12. 1st St S from Northside Blvd to 11th Ave S

SUBDIVISIONS

Crystal Cove
Raintree Meadows
Wycliff Estates
Vista Ridge
Edgebrook Estates
Lighthouse Estates
Library Square Traffic Update (FY19)

Tom Points, P.E., PW Director  
Jeff Barnes, P.E., Deputy PW Director  
Clair Bowman, Sr. Transportation Planner
History of Library Square

2010
Transportation planners recommend one-way design in downtown

2012
Council authorizes one-way alternative

2013
Library Square Consulting Engineers recommend one-way alternative

2014
One-way traffic begins

2017
Re-evaluation and striping modifications

2019
Current Re-evaluation underway
History

Prior Two-way Challenges in 2012

Managing SH45 and I-84B Freight and Traffic Volumes

Congestion and Traffic Delays—Public Concerns

Existing Configuration not Sustainable with Growth

High Accident Location
Primary Challenge:
Converging ITD State Highways
Why One-way Option?

- Most efficient to move large state highway traffic volumes through one block offset
- Offers decreased congestion for SH-45 through traffic
- Capacity for higher volumes as growth occurs
- Reduced impact points and less severe accidents
Why One-way Option?
Reduced Impact Points

11th Ave & 2nd St

Two-way - 20 Vehicle Conflicts

One-way - 7 Vehicle Conflicts
Why One-way Option?
Reduced Travel Times Compared to Two-way Streets

2012

Why One-way Option?
Reduced Travel Times Compared to Two-way Streets

2035

Why One-way Option?
Reduced Travel Times Compared to Two-way Streets

2035

Why One-way Option?
Reduced Travel Times Compared to Two-way Streets

2035
Challenges - Citizen Concerns

- Designed as a throughway for State Highway Traffic, not a downtown retail corridor
- Intersection at 12th Ave & 2nd St constrained
- Driver Confusion/Navigation Challenges
  - 2nd & 3rd St. S. traffic must navigate around the block to go north or south.
Four Short-term Efficiency Adjustments

1. Restripe southbound 11th Ave. at 1st St
   - Reduce congestion and lane navigation challenges
Four Short-term Efficiency Adjustments

2. Allow right hand turns (yield) on red from 11th Ave. S. northbound to 3rd St. S. eastbound
   - Change red arrow bulbs to solid red
   - Add signage

![Diagram showing the location where right hand turns on red are allowed from 11th Ave. S. northbound to 3rd St. S. eastbound. The diagram includes a marked area for the change in red arrow bulbs and an area for the addition of signage.]
Four Short-term Efficiency Adjustments

3. Add second right turn lane on 3rd St. S.
   • Reduce delay for southbound SH 45 through traffic
   • City owns ROW
Four Short-term Efficiency Adjustments

4. Signal Timing Update
   • Current plan based on 2012 data
   • Budget for 2020
Short-term Efficiency Improvements Cost Estimate

- Design for Options 1-4: $36,600
  - To NDC on 5/21/19 to request design funding

- Construction and Signal Timing Estimate $200,000-$250,000
  - Seek funding from multiple sources including ITD, NDC and PWD Street Division maintenance. ITD may participate in design or signal timing on state route.
Long-term Options

To reduce freight and regional traffic through the downtown corridor...

- Downtown Traffic Alternatives Analysis adopted by Nampa Development Corporation in 2011
- Subsequent SH-45 Realignment Concept Plan authorized by Council in 2012.
- Realignment Benefit Cost Study beginning in FY19

Option: Realign SH-45 to Northside Blvd
Questions?
RESOLUTION NO. 24-2019

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

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

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

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

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

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

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


APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 20TH DAY OF MAY, 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 interest of the City and in accordance with Idaho Code and City Resolution No. 25-2015.

<table>
<thead>
<tr>
<th>Disposal Method Code</th>
<th>Use Category</th>
<th>Qty</th>
<th>Description of Item (include Vin# if a vehicle)</th>
<th>Cond. Code</th>
<th>Estimated Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td></td>
<td>1</td>
<td>SCBA Air Compressor and fill station</td>
<td></td>
<td>$2500 - $3000</td>
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</tbody>
</table>

Disposal Method Codes:

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

Condition Codes:

E Excellent
G Good
F Fair
R Repairable
U Unusable

Requesting Department: Fire

Received By: Debbie Rosin

Requesting Persons Name (Print) Chief Kirk Carpenter

Date Received: 05-14-2019

Requesting Persons Signature: ___________________________

Date: 05-14-2019
Kirk Carpenter  
Fire Chief  
Nampa Fire Department  

5/14/19  

Council and Mayor,  

The Nampa Fire department was approved to replace the SCBA Air Compressor and fill station that is located at Fire Station 1 in the 2018-19 budget year. This replacement took place in Feb. and the old compressor was moved down to our training center and was installed in place of our oldest compressor that we no longer have use for. Current value of the compressor is approx. $2500 - $3000.  

We are requesting to donate the compressor removed from our Training Center to the Horseshoe Bend Fire Department. The department received new packs through a grant several years ago, and currently can not fill their Air Packs to the designed capacity due to the condition and age of their current compressor.  

We have arraigned with the vendor who sold us our new compressor system to also help Horseshoe Bend Fire and they have committed to moving the system, installing it, and provide an initial maintenance at no cost to assist with our efforts in “Paying it Forward”.  

I appreciate your time and consideration.  

Sincerely,  

[Signature]  
Kirk Carpenter
To whom it may concern.

My name is Jason Gifford I am the chief of Horseshoe Bend Volunteer Fire Department. I was informed that you were looking to donate an SCBA fill station. We could use a new station as ours does not have the capability to completely fill the 4500 psi Scott tanks that we use. We have been able to retrofit our station to get to 4000-4200 psi. I have a growing department of 18 that train strenuously. We would put this donation into service immediately and move our station to our annex to fill the 3200 interspiro tanks we have there. Thank you for your time and consideration on this matter and with any questions or concerns feel free to contact me on my cell (307) 371-8774 or through email HSBfirechief@gmail.com

Chief Jason Gifford
Memo

To: Mayor and Council
From: Captain Brad Daniels
CC: 
Date: 5/15/2019
Re: 911 Phone System Upgrade

The Viper Phone System in Nampa Dispatch is a stand-alone system that delivers 911 calls, along with the address and phone number of the landline calls. The phone system also delivers longitude/latitude information for 911 calls from cell phone. Non-emergency calls connect to dispatch through the Data Tel phone system, through the HNPSB phone tree, into the Viper.

The Viper System was installed new when we moved into the PSB in 2012. Because of age and our need for Text-to-911, it is due for a major upgrade and this was anticipated. The total amount necessary for the upgrade was not known at the time of the budgeting process, but we’ve been working with the industry partners and Nampa I.T. for several months for the best fit, eliminating anything unnecessary. Additionally, we worked with City Attorney, Marin Erickson, and the contract was returned with her approval.

This purchase request is for a phone system upgrade, which will then allow the addition of Text-to-911, which is also included in the total cost. Text-to-911 is a feature we do not currently have in Nampa. With the Viper upgrade, the Text-to-911 will deliver through our phone system, not an additional, unattached device that dispatchers would have to learn and manage. Making this extra work relatively seamless was a consideration in this decision. Our hope of having the new feature included in the phone system the dispatchers already know, a straightforward, easier addition. The total upgrade cost will be approximately $230,000 out of our $736,000 fund balance.
This Master Service Agreement ("Agreement") is between CENTURYLINK COMMUNICATIONS, LLC ("CenturyLink") and NAMPA POLICE DEPARTMENT 911 - ID ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from CenturyLink.

1. Term. The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term").

2. Service. CenturyLink will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement. At CenturyLink's discretion, additional Service Attachments may be added by Amendment or by Customer placing an Order.

- Request For Assistance Text Message Gateway Service For QC
- Service Appendix (Retail Version)

3. Order(s). Customer may submit requests for Service in a form designated by CenturyLink ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice. CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"); by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by CenturyLink's continuation of Service. For moves, adds or changes agreed to by CenturyLink, Customer will pay CenturyLink's then current charges unless otherwise specifically stated in a Service Attachment.


4.1 Commencement of Billing. Unless otherwise set forth in a Service Attachment, CenturyLink will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies CenturyLink within three days after delivery of the Connection Notice that Service is not functioning properly, CenturyLink will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer for the Service, and Customer will pay such charges.

4.2 Payment of Invoices and Disputes. Unless otherwise set forth in a Service Attachment, invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Center) in the currency stated on the invoice. CenturyLink may charge administrative fees where Customer's payment and invoice preferences deviate from CenturyLink's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). CenturyLink may charge Customer reasonable attorneys' fees and any third-party collection costs. CenturyLink incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly). Disputes must be submitted in writing within 90 days from the date of the invoice. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

4.3 Taxes and Fees. Excluding taxes based on CenturyLink's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), whether imposed on CenturyLink or a CenturyLink affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to CenturyLink, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by CenturyLink will not be less than CenturyLink would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes and Fees. The exemption will apply prospectively.

4.4 Non- Appropriations. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully
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available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink). Customer may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days’ prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

4.5 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after CenturyLink’s notice requesting renegotiation, CenturyLink may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If CenturyLink does so, Customer may terminate the affected Service on notice to CenturyLink delivered within 30 days of the cost increase taking effect.

4.6 Cancellation and Termination Charges. Unless otherwise set forth in a Service Attachment:

(a) Customer may cancel an Order on (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for “off-net” Service, third party termination charges for the cancelled Service; (2) for “on-net” Service, one month’s monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink’s cut-off-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days’ written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer’s default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink’s reasonable liquidated damages and are not a penalty.

5. Default. If (a) Customer fails to make any payment when due and such failure continues for five business days after CenturyLink’s written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party’s written notice, then the non-defaulting party may (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 6.1 (Damages Limitations) and 6.3 (Service Levels), pursue any remedies it may have at law or in equity.

6. Liabilities and Service Levels. The remedies and limitations of liability for any claims arising between the parties are set forth below and, as may be applicable, in the Tariff, regulation, or statute.

6.1 Damages Limitations. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or Service Attachment. UNLESS OTHERWISE SET FORTH IN A SERVICE ATTACHMENT, CUSTOMER’S EXCLUSIVE REMEDIES FOR CLAIMS WILL BE LIMITED TO THE TOTAL MRCs OR USAGE CHARGES PAID BY CUSTOMER TO CENTURYLINK FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. CENTURYLINK’S LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM ERRORS, INTERRUPTIONS, DEFECTS, FAILURES, OR MALFUNCTIONS OF ANY SERVICE OR ANY PART THEREOF CAUSED BY THE NEGLIGENCE OF CENTURYLINK WILL NOT EXCEED THE GREATER OF $50.00 OR AN AMOUNT EQUIVALENT TO THE PRO RATA CHARGES FOR THE SERVICE AFFECTED DURING THE TIME THE SERVICE WAS FULLY OR PARTIALLY INOPERATIVE. FURTHER CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. IN ADDITION, CENTURYLINK WILL NOT BE LIABLE FOR ANY DAMAGE THAT RESULTS FROM INFORMATION PROVIDED TO CUSTOMER BY ANY OTHER DATA PROVIDER(S).

6.2 Disclaimer of Warranties. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR NON-INFRINGEMENT, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT, CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE. IF CENTURYLINK INTEGRATES ANY RECORDS PROVIDED TO CENTURYLINK BY ANY OTHER DATA PROVIDER, FOR INCLUSION IN THE CUSTOMER’S 9-1-1 DATA, CENTURYLINK MAKES NO REPRESENTATION OR WARRANTY AND ASSUMES NO LIABILITY REGARDING THE ACCURACY OF THE DATA PROVIDED BY ANY OTHER DATA PROVIDER, IN ADDITION TO ANY OTHER DISCLAIMERS OF WARRANTY STATED IN THE AGREEMENT, CENTURYLINK MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE PERFORMANCE OF THE SERVICES WILL RENDER CUSTOMER’S SYSTEMS INFECTLESS TO SECURITY BREACHES, OR THAT THE SERVICES WILL BE PROVIDED ERROR-FREE.

6.3 Service Levels.
(a) Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Scheduled maintenance under Section 7 and force majeure events are considered Excused Outages.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at http://www.level3.com) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

6.4 Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This Section will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

7. Customer Premises; Title to Equipment. If access to non-CenturyLink facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of CenturyLink network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to CenturyLink-provided equipment (including software) remains with CenturyLink. Customer will not create or permit to be created any encumbrances on CenturyLink-provided equipment.

8. Scheduled Maintenance and Local Access. Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 5:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide CenturyLink with circuit facility and/or order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (2) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide CenturyLink a written disconnection order commitment from the relevant third-party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

9. General Terms.

9.1 Force Majeure. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

9.2 Assignment and Resale. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party. (1) To any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; and (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assigns. Any assigns of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement conveys upon any third party any right, benefit or remedy hereunder.

9.3 Affiliates. CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, but CenturyLink will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

9.4 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Customer's portal at https://www.centurylink.com/business/login/ or via the following website / link: http://www1.level3.com/disco/dis.html and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at https://www.centurylink.com/business/login/ or via Email at billing@centurylink.com. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to
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CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer’s address identified on the Order or as reflected in CenturyLink’s records, Attn. General Counsel.

9.5 Acceptable Use Policy and Data Protection. Customer must comply with the CenturyLink Acceptable Use Policy ("AUP"), which is available at http://www.centurylink.com/legal, for Services purchased under this Agreement and acknowledge the CenturyLink Privacy Policy, which is available at http://www.centurylink.com/aboutus/legal/privacy-policy.html. CenturyLink may reasonably modify these policies to ensure compliance with applicable laws and regulations and to protect CenturyLink’s network and customers.

9.6 Confidentiality. Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement’s purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein. "Confidential Information” means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

9.7 Intellectual Property Ownership; Use of Name and Marks. Nothing in the Agreement or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party’s prior written consent.

9.8 Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State in which Customer’s principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink’s delivery or Customer’s use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).

9.9 Critical 9-1-1 Circuits. The Federal Communications Commission’s 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(e)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with CenturyLink regarding compliance with these rules and policies and will notify CenturyLink of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

9.10 International Services. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

9.11 Relationship and Counterparts. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.
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CENTURYLINK COMMUNICATIONS, LLC

Authorized Signature

NAMPA POLICE DEPARTMENT 911 - ID

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

Customer's Address for Notices: 802 2nd St S, nampa, ID 83651.
Customer's Facsimile Number (if applicable): (208) 485 - 2213
Person Designated for Notices: General Counsel
1. Services.

1.1 CenturyLink ILEC will provide, and Customer will purchase, the CenturyLink Request for Assistance Text Message Gateway Service ("Service") provided under this Service Schedule. CenturyLink will provide the ETG systems to enable routing and processing of text message dialogues to and between Customer and the Request Initiator. CenturyLink does not provide SMS text messaging services. CenturyLink’s responsibility for Request for Assistance Text Message Gateway Service begins when text messages have been delivered to the ETG. CenturyLink does not answer and forward SMS text messages. "ETG" means Emergency Text Gateway, which is a system that on receipt of a new SMS message requests the location of the caller from the participating wireless carriers’ location server and is able to simultaneously process, route, and track emergency text dialogues for multiple public safety answering point ("PSAP") users. A PSAP is an agency authorized to receive and respond to emergency calls. One or more PSAPs may be required for any given municipality or metropolitan area. "Request Initiator" means the person sending a text message from a wireless device to request assistance from a PSAP. "SMS" means Short Message Service, which is a protocol for text messaging. SMS text messages are delivered through wireless carrier networks on a bandwidth-available basis, and message delivery is not guaranteed. "CenturyLink ILEC" means the CenturyLink local exchange carrier providing service at a Customer Service Address. To locate the name of the CenturyLink ILEC, look for the NPA-NXX in the first column of the table at http://www.centurylink.com/sites/NPA-NXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. The NPA-NXXs listed for each exchange are only those assigned to CenturyLink. The NPA-NXXs associated with numbers ported from another carrier are not included.

1.2 Service cannot be enabled until Customer has implemented its transport method. Service does not include any transport. Customer acknowledges and understands that any transport used in conjunction with the Service is ordered separately. Customer further acknowledges and understands that these separate transport options, (such as IP transport) may create limitations on access to the Service provided under this Service Schedule.

1.3 A PSAP cannot originate SMS text messages using this Service.

1.4 Only SMS text messages that originate within the PSAP’s boundaries will be routed to the PSAP. Service does not currently have transfer capability. If it is determined that a request belongs to another PSAP, the Request Initiator or the call taker will have to call the other PSAP and relay the message via voice or other transmission method.

2. Transport Service for Non-A9-1-1 Capable Customers. For customers that are not A9-1-1 capable, the Service transports the SMS text messaging over a single encrypted VPN tunnel over the customer’s Internet provided access ("Transport Service"). The following additional limitations apply to Transport Service. For purposes of this Service Schedule, the term “Service” also includes “Transport Service.” Transport Service does not support voice 911 or 911 services. Service performance for Transport Service does not include Customer’s Internet access service. Customer acknowledges that availability for Transport Service is dependent upon Customer’s Internet access and the reliability of Customer’s Internet access. In the event Customer experiences an outage in its Internet service, CenturyLink is not responsible for the time needed to repair and resume Service over the Internet access. Customer accepts sole responsibility to restore Internet access with its Internet Service Provider. Customer will provide a secure space for storage of the equipment within 100 feet of Customer’s Internet demarcation point.

3. Responsibilities.

3.1 PSN will ensure that its facilities are capable of receiving SMS text messages and must meet the currently supported revision level and hardware requirements for the Service and must maintain a supported revision level at all times.

3.2 CenturyLink will be responsible for on-site installation for equipment that will be located at Customer’s premises solely in connection with the Service. Customer will ensure that its personnel are available to receive delivery of the equipment at a date and time to be determined between CenturyLink and Customer. Customer agrees to grant reasonable right of entry to CenturyLink to deliver the equipment or perform services contemplated under this Service Schedule, or both, and will make available a reasonable amount of appropriate secure space for storage of the equipment as necessary to deliver the Service. Customer will pay CenturyLink for any costs incurred by CenturyLink for CenturyLink’s failure to provide the storage space and right of entry necessary to deliver the Service. Customer is also responsible for proper site preparation, meeting and maintaining proper environmental conditions, including but not limited to, air conditioning, cleanliness, temperature requirements, and electrical requirements as indicated by the equipment’s manufacturer. Customer will not obtain any ownership interests in the equipment and Customer will: (i) at its own expense, keep the equipment free and clear of any liens, and encumbrances of any kind, and (ii) make no alterations or affix any additions or attachments to the equipment except as approved by CenturyLink in writing.

3.3 Customer will cooperate with CenturyLink to ensure that all physical requirements necessary for the Service are met and provide personnel to ensure proper installation and testing of the Service.

4. Service Term. The term will begin on the first installation date of Service (as evidenced by CenturyLink’s records) and will continue for the term specified in the valid CenturyLink-issued quote ("Service Term"). Upon expiration of the Service Term, Service will continue on a month-to-month basis until canceled by either party.

5. Cancellation and Termination Charges. Either party may cancel Service by providing 30 days’ notice to the other party. If Service is canceled before the expiration of the Service Term by Customer for reasons other than for Cause, then Customer will pay a
cancellation charge equal to: (a) 100% of the Service MRCs multiplied by the number of months remaining to complete the first 12 months of the Service Term, if applicable; plus (b) 50% of the Service MRCs multiplied by the number of months remaining in the Service Term. "Cause" means the failure of a party to perform a material obligation under this Service Schedule, which failure is not remedied: (a) for payment defaults by Customer, within five days of written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in a Service Attachment). Customer remains responsible for all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation.

6. Billing and Payment. Customer will pay the monthly recurring charges ("MRCs") and non-recurring charges ("NRCs") related to the Services set forth in the valid CenturyLink-issued quote within 30 days of the invoice date. CenturyLink reserves the right to revise rates if a change in the statutes or administrative rules affects the cost of providing Service. Customer may add Service under this Service Schedule at the rates and charges in effect at the time. Any terms and conditions in a Customer issued purchase order or other Customer ordering document other than quantity and description of Services ordered will have no force or effect. Any Customer-issued purchase order must reference this Schedule.

7. Limitations of Service using SMS Text Messaging. The parties agree and understand that CenturyLink does not provide SMS text messaging service. Customer acknowledges and agrees to the following limitations inherent with SMS text messaging: (a) There is no prioritization of a 9-1-1 message over other traffic (i.e., a 9-1-1 text message will not go to the top of the queue); (b) New and in-process text dialogues could be delayed, dropped, or lost due to SMS systems, or network failures for both incoming text messages and for outgoing returned messages from PSAP to Request Initiator; (c) SMS Text messages are limited to a 160-character limit; (d) Serious SMS system or SMS network failures could result in Service being temporarily unavailable due to the SMS network and/or a wireless carrier location server; (e) Conference, simultaneous SMS text messaging with more than two persons, and PSAP monitoring functionalities are not supported; (f) The maximum number of text messages that can be queued is configurable by the PSAP, and if the upper limit is exceeded, new text messages will not be delivered; (g) SMS text messaging for emergency use is an emerging technology and Service is not a replacement for established landline and wireless 9-1-1 services; (h) SMS infrastructure is not currently built to public safety standards and may experience increased latency and potential for dropped messages; (i) SMS text messaging does not include Automatic Location Information (ALI) capabilities; (j) Location and contact information must be provided by the Request Initiator and (k) The 9-1-1 system will not query the ALI system for an ALI response for text messages.


9. Confidentiality. SMS text messages might contain names, addresses and telephone numbers of telecommunication service subscribers, including non-published and non-listed telephone service. The parties understand and agree that such information may be considered to be Confidential Information under state or federal laws or regulations, and there are certain duties and responsibilities imposed by this Service Schedule and by law or tariff with regard to the use and distribution of such information.

10. HIPAA. To the extent the Services involve the ongoing storage of or routine access to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA"), or CenturyLink is otherwise acting as a Business Associate pursuant to HIPAA, CenturyLink will agree to the terms in its then-current Business Associate Agreement upon Customer's request.

11. Other Terms.

11.1 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@CenturyLink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLinkNotRenew, e-mail: NotRenew@CenturyLink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at https://www.centurylink.com/business/login/ or via Email at: Care.Inquiring@CenturyLink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

11.2 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: this Service Schedule and its Addendums, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.
1. General. This Service Appendix sets forth the terms generally applicable to certain Services provided by CenturyLink Communications, LLC, formerly Qwest Communications Company LLC ("CenturyLink" or "CenturyLink QCC") under the Agreement ("Services"). The Agreement is the CenturyLink Master Service Agreement. Any references to a CenturyLink Total Advantage Agreement in a Service Attachment will not apply. Capitalized terms not defined herein are defined in the Agreement or Service Attachments. CenturyLink will provide Services under the terms of the Agreement, this Service Appendix, and applicable Service Attachments. Any references to a Revenue Commitment or Contributory Charges in a Service Attachment will not apply to this Agreement. Further, any individual Service or Service Attachment may have its own expiration or cutoff date.

2. Service Attachments. Customer may purchase Services in the following Service Exhibits attached to this Service Appendix.
   - Select Advantage Service Exhibit (for CPE and Professional Services)

3. Cancellation and Termination Charges. The following replaces the Cancellation and Termination Charges section of the Agreement:

   Either party may terminate an individual Service or a Service Attachment: (a) in accordance with the terms of the Service Exhibit’s requirements with 60 days’ prior written notice to the other party; or (b) for Cause. If an Individual Service or Service Attachment is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Order Term or Service Term, then Customer will pay the termination charges in accordance with each Service Attachment, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the last effective Order Term or Service Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

4. Out-of-Service Credit. For Services without a Service Level or applicable out-of-service credit for service interruption in a Tariff, this Out-of-Service Credit is the Service Level provision for purposes of the Agreement. Customer must request the Out-of-Service Credit and open a trouble ticket to report to CenturyLink the interruption of Service to CenturyLink. If CenturyLink causes Downtime, CenturyLink will give Customer a credit; such credit will be paid as a percentage of the Customer’s MRC based on the ratio of the number of minutes of Downtime relative to the total number of minutes in the month when the Downtime occurred. No credit will be given where the Downtime is caused by (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its international service providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink’s lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer’s failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink’s termination of Service for Cause or Customer’s violation of the Use of Service provisions in this Appendix or in the applicable Service Exhibit; or (i) improper or inaccurate network specifications provided by Customer. "Downtime" is an interruption of Service confirmed by CenturyLink that is measured from the time Customer opens a trouble ticket with CenturyLink to the time Service has been restored.

5. Installation, Maintenance and Repair. The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink’s acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer’s side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer’s side of the demarcation point or was not caused by CenturyLink’s facilities or equipment on CenturyLink’s side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

6. Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at BusinessDisconnects@CenturyLink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer’s invoice to provide notice of disconnect and termination. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer’s portal at https://www.centurylink.com/business/support or via Email at: Care.Inquiries@CenturyLink.com. All Customer notices for Service non-renewal, billing disputes and other routine operational notices will be provided to its CenturyLink sales representative.

7. Access Arbitrage. If CenturyLink determines the number of calls routed by Customer via Access Arbitrage exceeds 11.4% of Customer’s total call volume, CenturyLink will apply to 95% of their high cost minutes an inbound and outbound per minute fee of $0.10 for switched Services and $0.05 per minute for dedicated Services. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. "Access Arbitrage" is the methodology used by Customer to exploit or benefit from the difference between the rates for CenturyLink voice Services and the originating or terminating charges imposed by the Local Exchange Carrier, which includes: (i) using switching equipment or a call
CENTURYLINK MASTER SERVICE AGREEMENT
PUBLIC SAFETY VERSION
Service Appendix (Retail Version)

processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate and systematically route calls to CenturyLink characterized by a greater discrepancy between the access costs and the price charged by CenturyLink; (ii) routing calls through a call processing system where the percentage of high cost minutes routed to CenturyLink using the Service exceeds 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

8. **Acceptable Use Policy and Use of Service.** CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at http://www.centurylink.com/legal/, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, (d) violates the Use of Service terms or compliance terms contained in the applicable Service Attachment, and (e) fails to comply with all applicable call recording laws. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

9. **CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

10. **Conflicts.** If a conflict exists among the provisions of the Service Attachments for Services, the order of priority will be as follows: the applicable Service Exhibit, this Service Appendix; the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: http://www.centurylink.com/tariffs/clc_info_services.pdf ."RSS" means as applicable: CenturyLink's Rates and Services Schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_isc_rss_no_2.pdf for CenturyLink's International RSS and at http://www.centurylink.com/tariffs/fcc_clc_isc_rss_no_3.pdf for CenturyLink's Interstate RSS. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs.

11. **HIPAA.** Any exposure to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA") that CenturyLink may have in the provision of the Services is non-routine or incidental, and CenturyLink is not otherwise acting as a Business Associate pursuant to HIPAA.
1. General; Definitions. This Service Exhibit for Products and Services (collectively "Solutions") is attached to and subject in all respects to the CenturyLink Total Advantage or CenturyLink Loyal Advantage agreement between CenturyLink QCC and Customer. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide Solutions under the terms of the Agreement, the Service Exhibit, Purchase Order and/or SOW. This Service Exhibit may not be used for the purchase of voice, data or IP services. In the event of a conflict in any term of any documents that govern the provision of Solutions hereunder, the following order of precedence will apply in descending order of control: any SOW, any Detailed Description(s), this Service Exhibit, the Agreement, and any PO. With respect to the Agreement, "Service" is replaced by "Solution" as defined herein, and "Order Form" is replaced with "Purchase Order" as defined herein.

"Change Order" means any change submitted by Customer to CenturyLink or CenturyLink to Customer, to a SOW that was previously agreed upon by CenturyLink and Customer. Customer will be responsible for all charges related to such SOW Change Order.

"CPE" means either: (a) Customer Purchased Equipment, or (b) Customer Premises Equipment, and consists of hardware, software and materials used in the transport and/or termination/storage of data and voice transmission.

"Detailed Description(s)" means the terms and conditions of the Solution provided by CenturyLink which are posted at http://www.centurylinkselectadvantage.com/.

"Products" means CPE and Software offerings from CenturyLink.

"Purchase Order" or "PO" means either (a) a written document issued by Customer for the procurement of Solutions from CenturyLink; or (b) a CenturyLink quote or service order signed by Customer.

"Services" means offerings from CenturyLink that (a) install, maintain or manage CPE; (b) support Customer network management objectives, or (c) are consulting, professional, technical, development, and/or design services.

"Software" means software license offerings.

"SOW" means a statement of work that provides specific details, agreed to by CenturyLink and Customer, relating to the Solution purchased under a PO or the SOW. Agreement on the terms of the SOW will be satisfied by CenturyLink sending the final version of the SOW to Customer; and Customer's signature on the SOW.

2. CenturyLink Select Advantage Solutions.

2.1 Purchase. Customer may purchase Solutions by issuing a PO to CenturyLink, or executing an SOW. Customer's purchase of Solutions is subject to and controlled by Detailed Description(s) which are posted at http://www.centurylinkselectadvantage.com/ and are incorporated by this reference. Customer must register to create a username and password the first time the Website is accessed to view these Detailed Descriptions. By issuing a PO or executing an SOW with CenturyLink, Customer warrants that Customer has read and agrees to the terms and conditions of the Detailed Description(s). CenturyLink reserves the right to amend the Detailed Description(s) effective upon posting to the Website. Customer's continued use of the Solution constitutes acceptance of those changes. If a PO issued by Customer contains any preprinted terms, those terms will not amend, modify or supplement this Service Exhibit in any way whatsoever, notwithstanding any provisions in a PO to the contrary. Any PO or SOW must (a) reference and incorporate this Service Exhibit and its Effective Date, (b) contain the Customer's exact legal name, and (c) include any other requirements as may be further described in the Detailed Description(s).

2.2 Limitation of Liability. In addition to the limitation of liability under the Agreement, CenturyLink's total aggregate liability arising from or related to Solutions purchased under this Service Exhibit, unless otherwise stated in the Detailed Descriptions or SOW, will in no event exceed: (a) for claims arising out of Products, the amount of the product set forth in the PO relating solely to the affected Product; and (b) for claims arising out of nonrecurring services, the amount of the service set forth in the PO or SOW.

3. Term; Termination. This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until canceled by either party upon 30 days prior written notice to the other party, or as otherwise stated in the SOW. If Service is terminated for any reason other than Cause, Service may be subject to Termination Charges as set forth in the Detailed Descriptions or SOW. Termination will not affect obligations under Purchase Orders accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations in the event it would otherwise have terminated.

4. Charges. Charges for Solutions will be specified in each PO or SOW and are due and payable upon Customer's receipt of the invoice or as otherwise stated in the PO or SOW. Any payment not received within 30 days after the invoice date may be subject to interest charges as permitted by applicable law. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in an executed PO.
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<th>Catalog Number</th>
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**Note:** The total price includes all the items listed above. The table reflects the quantities and unit prices for various equipment and services required for the Nampa Police Department's 2018 Viper Refresh project.
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<th>Description</th>
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Materials Total: $105,168.10
Support Services Total: $69,877.22
Implementation Total: $52,910.95
Shipping and Handling Total: $1,655.48

Grand Total Price to Customer: $229,611.75

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.
This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions for purchase of equipment and any associated installation and maintenance (the "Agreement"). This quote will not become effective unless and until CenturyLink and Customer have executed the Agreement referenced in this section.

Customer Representative: ____________________________

Customer Signature: ______________________________

Job Title: ____________________________

Date: ________________________________

CenturyLink Representative: ____________________________

CenturyLink Signature: ______________________________

Job Title: ____________________________

Date: ________________________________
REQUEST TO USE SEPTIC WITHIN CITY LIMITS
PROMISED LAND SUBDIVISION

The property owners of 700 and 701 W. Mariah Avenue, Nampa, Idaho have made a request to the City of Nampa Engineering Division to allow the use of on-lot individual septic systems for a subdivision of land consisting of six (6) total buildable lots on approximately 7.5 acres (Parcels R2299401000, R22994010A0, & R2299500000). The following facts are associated with this request.

- The subject property is bounded by Nampa City limits on the north, east, and west sides. City of Nampa utility services are available directly adjacent to the property (See Exhibit A).
  - 8” water main along the west boundary in Mariah Ave and Miranda Ave.
  - 3” and 6” pressure irrigation main along the north, east, and west boundaries.
  - 8” sewer main along the west boundary in Mariah Ave and Miranda Ave. The existing sewer main in both streets is very shallow (less than 3’ deep) making gravity connection infeasible.

- The property owners split the property in 2017 to create the three existing parcels for the purpose of constructing two home sites. At that time, the Nampa Engineering Division staff informed the property owners that additional subdivision would not be supported without annexation into the City. Two houses have since been constructed with individual well and septic.

- On April 12, 2019, the Nampa Engineering Division received a notice from Canyon County Development services to review Preliminary and Final Plat application for the subject property (Promised Land Subdivision), since the property is located in the City of Nampa Impact Area. The proposed subdivision consists of six (6) buildable lots, including the two existing homes, with a minimum lot size of 1.01 acres. Nampa Engineering Division staff responded on April 26, 2019 recommending the property annex into the City and connect to available utilities instead of subdividing through the County (see Exhibit B).

- On May 3, 2019, Mr. Nicholas Babak, one of the property owners, met with Nampa Engineering Division staff to discuss options to move forward with the subdivision within the City given the sewer constraints. Three options for providing sewer service were presented:
  1. Utilize individual lot grinder pumps and force mains to pump sewer to the gravity manholes in Mariah Ave and Miranda Ave.
  2. Extend sewer from Woodland Drive to the east via a directional bore between two lots. The sewer is approximately 9-feet deep in this location.
  3. Given the proposed lots are all greater than 1-acre in size, and the Southwest District Health Department has already approved individual septic for the proposed subdivision (see Exhibit C), request City Council to allow the development to use on-lot individual septic systems within City limits.

- The property owner requested the Nampa Engineering Division pursue City Council approval for the use of on-lot individual septic systems.
REQUEST TO USE SEPTIC WITHIN CITY LIMITS
PROMISED LAND SUBDIVISION

- The Nampa Engineering Division does not oppose the use of on-lot individual septic systems given the following facts and conditions:
  1. All proposed lots are greater than 1-acre in size.
  2. Southwest District Health has reviewed the proposed subdivision and approved the use of individual septic systems (Exhibit C).
  3. Direct gravity connection to the adjacent City sewer to the west is not feasible due to the shallow depth.

REQUEST: Council approval to allow use of on-lot individual septic systems for the subject property with the following conditions:

  1. The subdivision is limited to six (6) total buildable lots, including the two existing home sites, with a minimum allowable lot size of 1-acre.
  2. All new homes hook up to available City water and pressure irrigation.
  3. Septic systems are located to provide required separation to any existing and new City water infrastructure.
  4. The property is annexed into the City limits.
April 26, 2019

Jennifer Almeida, Planner
Canyon County Development Services Department
111 North 11th Ave
Caldwell, ID 83605

RE: Case No. SD2018-0012 – Promised Land Subdivision

Dear Jennifer,

The City of Nampa Engineering Division has reviewed the Preliminary and Final Plat for Promised Land Subdivision (Case No. SD2018-0012), a subdivision of property located at 700 and 701 W. Mariah Ave, Nampa, Idaho (Parcels R22994010, R22994010A, & R22995).

The subject property is within the City of Nampa Impact Area and surrounded by City limits on the North, East, and West sides. The City maintains utility services directly adjacent to the property including sewer, water, and pressure irrigation; however, the sewer within W. Mariah Ave and W Miranda Ave are both quite shallow.

Given this, we recommend annexation to the City of Nampa and connection to City utilities. We request the property owners coordinate directly with the City’s Planning and Engineering Divisions to this effect.

Please call me at (208) 468-5422 should you have any follow up questions or concerns.

Sincerely,

Caleb LaClair, P.E.
Assistant City Engineer

CC: File
CC: Daniel Badger, P.E., City Engineer
CC: Tom Points, P.E., Public Works Director
April 29, 2019

Intermountain Engineering
2587 C Southside Blvd.
Melba, ID 83641

RE: **The Promised Land Subdivision**

ATTN: Kurt Smith

Kurt,

Southwest District Health has reviewed the 4 buildable lot subdivision, The Promised Land located West of 700 Mariah Ave. and West of 701 Mariah Ave. Township 3 North, Range 2 West, Section 33.

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

If you have questions, please contact me at 208.455.5409, or via e-mail: Tim.Wright@phd3.idaho.gov

Respectfully,

Timothy Wright, Land Development Senior

*Healthier Together*

13307 Miami Lane • Caldwell, ID 83607 • (208) 455-5400 • FAX (208) 455-5405
CHANGE ORDER REQUEST
2ND & 3RD STREETS SOUTH REBUILD PROJECT
(As approved in FY19 program budget)

- Engineering, as part of the FY18 Public Works Asset Management Program, identified 2nd Street South between 12th & 16th Avenues as a failed roadway and 3rd Street South between 12th & 16th Avenues as poor condition likely not to survive seven (7) years until the asset management zone is being addressed again. Both needed reconstruction (see exhibit “A”, Vicinity Map).

- The project added the following improvements within downtown:
  - New asphalt surfacing and pedestrian ramps
  - Streetscape amenities at intersections including: brick paver sidewalk, decorative streets lights, benches, planters and garbage receptacles
  - Water, pressure irrigation, storm water and electrical utility upgrades.

- During design and construction many changes and unknowns were encountered ranging from design changes to upgrade wall street alley bulb outs for future pedestrian crossing facilities to a degraded water main that needed replaced.

- Though Idaho Materials and Construction worked diligently to complete the project on time; the City, HDR inspection staff, and Idaho Materials and Construction identified that the contractor exceeded contractual construction time by 13 total days.

- Construction overages were in the amount of $104,842.55, of this $63,833.00 were associated with the water main replacement.

- Liquidated damages due to exceeding contract time were assessed in the amount of $19,500.00

- In order to pay the contractor for construction services, a total change order must be approved for $85,342.55. (See exhibit “B”, Change Order #1)

- The $85,342.55 will be funded from waterworks contingency in the amount of $63,833.00 and the cancelled Greenhurst Rd. Rebuild (Juniper to Sunnyridge) project in the amount of $21,509.55.

- The total project costs are:
  - Design $242,951.48
  - Construction Engineering and Inspection Estimate $291,885.45
  - Construction $2,362,782.55
  - Total $2,897,619.48

- Engineering Division has managed the 2nd & 3rd Streets South Rebuild Project and recommend approving a change order for $85,342.55 to pay for construction overages due to unknowns and changes that were encountered during construction.

REQUEST: Authorize Mayor to sign Change Order #1 in the amount of $85,342.55 to address construction overages encountered during project construction.
Date of Issuance: 5/21/2019  Effective Date: 5/21/2019

Contract: 2nd & 3rd St (12th Ave S – 16th Ave S) Rebuild
Date of Contract: 5/6/2018

Contractor: Idaho Materials & Construction  Engineer’s Project No.: PWST180078

The Contract Documents are modified as follows upon execution of this Change Order

Description:
Closeout change order to reconcile quantities due to unknowns and changes experienced during construction and dates associated with added time to complete those changes.

Attachments (list documents supporting change):

### CHANGE IN CONTRACT PRICE:

<table>
<thead>
<tr>
<th>Description</th>
<th>Original Contract Price: $2,277,440.00</th>
<th>[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: $0.00</th>
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<tr>
<th>Description</th>
<th>Contract Price prior to this Change Order: $2,277,440.00</th>
<th>Contract Price incorporating this Change Order: $2,362,782.55</th>
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### CHANGE IN CONTRACT TIMES:

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<tr>
<td>Ready for final payment (days or date): 7/24/2019</td>
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[Increase] [Decrease] of this Change Order: $85,342.55

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<td>Ready for final payment (days or date): 7/24/2019</td>
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[Increase] [Decrease] of this Change Order: $9/11/2018

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<td>Ready for final payment (days or date): 5/21/2019</td>
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RECOMMENDED:  ACCEPTED:  ACCEPTED:

By: Engineer (Authorized Signature)  By: Owner (Authorized Signature)  By: Contractor (Authorized Signature)

Date:  Date:  Date:
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<td>201.4.1.E.1 Removal of Curb and Gutter</td>
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<td>3</td>
<td>201.4.1.F.5 Removal of Storm Drain Catch Basin</td>
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<td>202.4.1.A.1 Excavation</td>
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<td>202.4.8.A.1 Dust Abatement Water</td>
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<td>207.4.1.G.1 Type &quot;P&quot; Surface Restoration (Asphalt Roadway)</td>
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<td>207.4.1.K.1 Soft Spot Repair Uncrushed Aggregate</td>
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<td>306.4.1.A.3 6-inch Vertical Curb (No Gutter)</td>
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Page 3
Exhibit B
C

D

E

F

G

H

I

J

K

L

MATERIAL
STORED ($)

Pay App. #
7

M

N

O

P

% OF
BID
VALUE
(L/G)

BALANCE TO FINISH
(G-L)

RETAINAGE
THIS PERIOD
(5%)

RETAINAGE TO
DATE (5%)

WORK COMPLETED

#

BID ITEM

DESCRIPTION OF WORK

UNIT PRICE

ESTIMATED
QUANTITY

UNIT

SCHEDULED
VALUE

QUANTITY
FROM
PREVIOUS
APPLICATIONS

QUANTITY
FROM THIS
PERIOD

TOTAL
QUANTITY TO
DATE

TOTAL
COMPLETED AND
STORED TO DATE
($)

49 1101.4.1.D.1

Galvanized Hatch Junction Box

$

4,859.00

2

EA

$

9,718.00

2.00

0.00

2.00

$

-

$

9,718.00

100.0% $

-

0.00

$

485.90

50 1101.4.1.E.1
51 1101.4.1.F.1

Signal Connection
Pedestrian Push Button - Remove and Replace

$ 80,000.00
$
925.00

1
16

LS
EA

$
$

80,000.00
14,800.00

1.00
16.00

0.00
0.00

1.00
16.00

$
$

-

$
$

80,000.00
14,800.00

100.0% $
100.0% $

-

0.00
0.00

$
$

4,000.00
740.00

52 1101.4.1.F.3

Pedestrian Push Button - New

$

3,191.00

2

EA

$

6,382.00

3.00

0.00

3.00

$

-

$

9,573.00

150.0% $

53 1102.4.1.H.1
54 1102.4.1.I.1

Decorative Street Light, Type Historic
Decorative Street Light, Type Historic with RRFB Bolts

$
$

6,119.00
6,183.00

19
4

EA
EA

$
$

116,261.00
24,732.00

19.00
4.00

0.00
0.00

19.00
4.00

$
$

-

$
$

116,261.00
24,732.00

100.0% $
100.0% $

(3,191.00)
-

0.00

$

478.65

0.00
0.00

$
$

5,813.05
1,236.60
4,385.00

55 1103.4.1.A.1

Construction Traffic Control

$ 87,700.00

1

LS

$

87,700.00

1.00

0.00

1.00

$

-

$

87,700.00

100.0% $

0.00

$

56 1104.4.1.A.1

Painted Pavement Markings

$

2.10

500

SF

$

1,050.00

421.00

418.00

839.00

$

-

$

1,761.90

167.8% $

(711.90)

43.89

$

88.10

57 1104.4.1.B.1

Thermoplastic Pavement Markings

$

8.00

2890

SF

$

23,120.00

2,862.60

0.00

2,862.60

$

-

$

22,900.80

99.1% $

219.20

0.00

$

1,145.04

58 1105.4.1.E.1

Traffic Sign- R1-1 and R6-1

$

210.00

7

EA

$

1,470.00

7.00

0.00

7.00

$

-

$

1,470.00

100.0% $

-

0.00

$

73.50

59 1105.4.1.E.3

Traffic Sign- R2-1

$

210.00

1

EA

$

210.00

1.00

0.00

1.00

$

-

$

210.00

100.0% $

-

0.00

$

10.50

60 1105.4.1.E.5

Traffic Sign- R8-3

$

210.00

1

EA

$

210.00

1.00

0.00

1.00

$

-

$

210.00

100.0% $

-

0.00

$

10.50

61 2010.4.1.A.1

Mobilization (5% Maximum)

$ 109,922.00

1

LS

$

109,922.00

1.00

0.00

1.00

$

-

$

109,922.00

100.0% $

-

0.00

$

5,496.10
173.70

62 2020.4.1.F.1

Reference and Reset Monuments

$

579.00

6

EA

$

3,474.00

6.00

0.00

6.00

$

-

$

3,474.00

100.0% $

-

0.00

$

63 2030.4.1.A.1

Manhole, Adjust to Grade

$

685.00

14

EA

$

9,590.00

14.00

0.00

14.00

$

-

$

9,590.00

100.0% $

-

0.00

$

479.50

64
65
66
67

Catch Basin, Type I, Adjust to Grade
Miscellaneous Utility, Adjust to Grade, Telephone manhole
Miscellaneous Utility, Adjust to Grade, Pressure Irrigation Box
Miscellaneous Utility, Adjust to Grade, Water Valve Box

$
$
$
$

1,000.00
632.00
370.00
265.00

5
5
3
2

EA
EA
EA
EA

$
$
$
$

5,000.00
3,160.00
1,110.00
530.00

2.00
5.00
3.00
3.00

0.00
0.00
0.00
0.00

2.00
5.00
3.00
3.00

$
$
$
$

-

$
$
$
$

2,000.00
3,160.00
1,110.00
795.00

40.0%
100.0%
100.0%
150.0%

0.00
0.00
0.00
0.00

$
$
$
$

100.00
158.00
55.50
39.75

2030.4.1.B.1
2030.4.1.D.1
2030.4.1.D.1
2030.4.1.D.1

68 SP 3000.4.1.A.1

Survey

$ 27,300.00

69 SP 3001.4.1.A.1

Brick Pavers

$

23.00

$
$
$
$

1

LS

$

27,300.00

0.75

0.25

1.00

$

-

$

27,300.00

100.0% $

5686

SF

$

130,778.00

5,822.00

0.00

5,822.00

$

-

$

133,906.00

102.4% $

3,000.00
(265.00)
(3,128.00)

341.25

$

1,365.00

0.00

$

6,695.30

70 SP 3002.4.1.A.1

Remove and Replace Items

$

279.00

28

EA

$

7,812.00

28.00

0.00

28.00

$

-

$

7,812.00

100.0% $

-

0.00

$

390.60

71 SP 3003.4.1.A.1

Install New Furniture Item, Trash Can

$

945.00

11

EA

$

10,395.00

11.00

0.00

11.00

$

-

$

10,395.00

100.0% $

-

0.00

$

519.75

72 SP 3003.4.1.A.3

Install New Furniture Item, Bike Rack

$

595.00

4

EA

$

2,380.00

4.00

0.00

4.00

$

-

$

2,380.00

100.0% $

-

0.00

$

119.00

73 SP 3003.4.1.A.5

Install New Furniture Item, Planter

$

918.00

6

EA

$

5,508.00

6.00

0.00

6.00

$

-

$

5,508.00

100.0% $

-

0.00

$

275.40

74 SP 3004.4.1.A.1

Install Tree Well and Tree

$

1,755.00

39

EA

$

68,445.00

31.00

7.00

38.00

$

-

$

66,690.00

97.4% $

1,755.00

614.25

$

3,334.50

75 SP 3004.4.1.B.1

Install Tree Well Around Existing Tree

$

1,246.00

2

EA

$

2,492.00

3.00

0.00

3.00

$

-

$

3,738.00

150.0% $

(1,246.00)

0.00

$

186.90

(90.00)

2,472.00

76 SP 3005.4.1.A.1

General Multi-Use Conduit

$

5.00

9870

LF

$

49,350.00

9,888.00

0.00

9,888.00

$

-

$

49,440.00

100.2% $

77 SP 3006.4.1.A.1

Video Documentation

$

2,900.00

1

LS

$

2,900.00

0.50

0.50

1.00

$

-

$

2,900.00

100.0% $

78 SP 3007.4.1.A.1

Miscellaneous Site Work

$ 75,000.00

1

CA

$

75,000.00

0.94

1.20

2.15

$

-

$

160,963.00

214.6% $

(85,963.00)

1,728.00

2,160.00

125.0% $

(432.00)

79 SP 3008.4.1.A.1

Truncated Dome Units (Cast-Iron)

$
$

145.00

4,509.57

$

8,048.15
108.00

64

SF

$

80.00

0.00

80.00

$

-

$

0.00

$

0

0 $

-

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0

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0.00

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0.0% $

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81
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103.75%

$

7,917.03

$ 118,139.13

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27.00

0.00
72.50

80

GRAND TOTALS

$

-

$ 2,277,440.00

$

-

$ 2,362,782.55

(85,342.55) $

Material
Stored ($)

B

Quantity
This Period

A

418

0.25

7

0.5
1.202552


November 14, 2018

Idaho Materials & Construction
Peter Wilson
Project Manager

Re: Response to days requested on Work Change Directives
Project: 2nd & 3rd Street South Rebuild
CoN Project No.: PWST180078

Dear Mr. Wilson,

We have reviewed your spreadsheet showing additional days requested for Work Change Directives sent via email on the above mentioned project dated November 7, 2018.

Please see attached spreadsheets with comments explaining the number of days granted for each Work Change Directive, as well as additional days for extra work encountered by Quality Electric throughout the project.

The total number of additional days granted to extend contract time is 64 days, which brings the target Substantial Completion date to 09/11/2018. Substantial Completion was granted on 09/24/2018, leaving 13 days over contract time that will incur liquidated damages of $1,500 per day in accordance with the contract section Document 00500, Article 4.03.

A walkthrough was performed on 10/01/2018, and a punch list was prepared and sent out. The contract allows for 15 days from Substantial Completion to Final Payment for punch list items to be remedied. Two additional days have been granted for repairing storm drain blockages that were not on the original or updated punch list issued on 10/04/2018. The time to complete punch list items expired on 10/18/2018. As of today, 27 days have passed and are incurring liquidated damages in the amount of $1,500 per day in accordance with the contract section Document 00500, Article 4.03. Please send notification when all punch list items are complete so we can issue Final Completion.

Sincerely,

Jessica Dovel
Construction Manager, Lead Inspector
HDR CCC Boise

cc: Clemente Salinas, Mike Yoder
<table>
<thead>
<tr>
<th>#</th>
<th>Date</th>
<th>Description</th>
<th>Cost Impact</th>
<th>Work Type</th>
<th>IMC requested</th>
<th>Work Type</th>
<th>Responsible Contractor</th>
<th>Complete</th>
<th>Actual Days</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4/10/2018</td>
<td>Added Conduits</td>
<td>5088.84</td>
<td>Electrical</td>
<td>Quality Electric</td>
<td>Y</td>
<td>1 No change</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>4/18/2018</td>
<td>Pedestals</td>
<td>10503.38</td>
<td>Electrical</td>
<td>Quality Electric</td>
<td>Y</td>
<td>0 0</td>
<td>1</td>
<td>1</td>
<td>No change</td>
</tr>
<tr>
<td>3</td>
<td>3/30/2018</td>
<td>Night Flagging/Premium</td>
<td>12000.09</td>
<td>Traffic Control</td>
<td>Specialty</td>
<td>0 0</td>
<td>Night work was approved to advance schedule, no added days</td>
<td>10</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>3/30/2018</td>
<td>Night Lighting/Privacy</td>
<td>24352.87</td>
<td>Traffic Control</td>
<td>Specialty/IMC</td>
<td>0 0</td>
<td>Night work was approved to advance schedule, no added days</td>
<td>10</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>3/30/2018</td>
<td>Dirt Haul</td>
<td>16804.45</td>
<td>Dirt</td>
<td>IMC</td>
<td>4 0</td>
<td>Per calculation of extra days and request from Neil Smart</td>
<td>5</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>4/18/2018</td>
<td>Valve Removal</td>
<td>0</td>
<td>Pipe</td>
<td>Granite</td>
<td>0 0</td>
<td>No change</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>4/18/2018</td>
<td>Light Pole Move</td>
<td>0</td>
<td>Electrical</td>
<td>Quality Electric</td>
<td>Y</td>
<td>0 No change</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>5/22/2018</td>
<td>Rehab manholes</td>
<td>0</td>
<td>Pipe</td>
<td>Granite</td>
<td>0 0</td>
<td>No change</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>4/20/2018</td>
<td>Remove 44' of sidewalk</td>
<td>140.18</td>
<td>Concrete</td>
<td>CW</td>
<td>Y 1</td>
<td>30 minutes for removal, already pouring c&amp;g - just added 1 inch to height</td>
<td>2</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>4/27/2018</td>
<td>Replace boxes and Add Conduit</td>
<td>14114.1</td>
<td>Electrical</td>
<td>Quality Electric</td>
<td>2 0</td>
<td>Slight procurement delay, 5-45 boxes for planned locations were on project site already and available to be used, no significant delay, 1 day for procurement, 1 day for additional conduit (already installing conduit per contract)</td>
<td>1</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>4/27/2018</td>
<td>Modify existing pole base</td>
<td>0</td>
<td>Electrical</td>
<td>Quality Electric</td>
<td>0 0</td>
<td>Did not have to pour new ped pole base, core drilled into existing sign base - no added time</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>5/3/2018</td>
<td>Valve Changes</td>
<td>0</td>
<td>Pipe</td>
<td>Granite</td>
<td>0 0</td>
<td>No change</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>5/4/2018</td>
<td>Traffic Control Items</td>
<td>2002.35</td>
<td>Traffic Control</td>
<td>Specialty</td>
<td>0 0</td>
<td>No delay caused - signs were installed while the rest of work was going on</td>
<td>1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>6/26/2018</td>
<td>Tree Rem &amp; Conc Items</td>
<td>0</td>
<td>Demo</td>
<td>IMC/CW</td>
<td>Y 3</td>
<td>No Change</td>
<td>0</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>5/29/2018</td>
<td>Rev Pavement Markings</td>
<td>0</td>
<td>Pavement Markings</td>
<td>Curtis</td>
<td>Y 1</td>
<td>Only had 5 additional parking stalls added - one day is sufficient</td>
<td>2</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>5/30/2018</td>
<td>Signage</td>
<td>0</td>
<td>Signage</td>
<td>0 0</td>
<td>No delay caused - signs were installed while the rest of work was going on</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>6/4/2018</td>
<td>Box move &amp; Conc Items</td>
<td>5858</td>
<td>Electrical</td>
<td>Quality Electric</td>
<td>Y 1</td>
<td>No change</td>
<td>0</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>6/28/2018</td>
<td>Concrete Stuff</td>
<td>0</td>
<td>Concrete</td>
<td>CW</td>
<td>Y 1</td>
<td>Removed part of approach, poured back concrete in conjunction with other concrete pours</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>6/28/2018</td>
<td>Hydrant Clarification</td>
<td>0</td>
<td>Pipe</td>
<td>Granite</td>
<td>0 0</td>
<td>Deduct - no delay</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>7/2/2018</td>
<td>Gate Valve Stuff</td>
<td>-5048</td>
<td>Pipe</td>
<td>Granite</td>
<td>0 0</td>
<td>No change</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>7/12/2018</td>
<td>Conduit &amp; Manhole</td>
<td>0</td>
<td>Electrical/Pipe</td>
<td>Quality Electric/Granite</td>
<td>Y 3</td>
<td>Found issue and resolved and poured manhole within 3 days - will add days for Quality Electric on their estimate</td>
<td>0</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>7/13/2018</td>
<td>Pipe Changes</td>
<td>47482.66</td>
<td>Pipe</td>
<td>Granite</td>
<td>Y 15</td>
<td>No change</td>
<td>0</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>7/23/2018</td>
<td>Pipe Changes</td>
<td>0</td>
<td>Pipe</td>
<td>Granite</td>
<td>1 0</td>
<td>Already had to install hydrant - one day for extra work to lower under phone bank - L2 accomplished in half a day</td>
<td>1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>7/23/2018</td>
<td>Pushbutton rotate</td>
<td>1915</td>
<td>Electrical</td>
<td>Quality</td>
<td>Y 1</td>
<td>No change</td>
<td>0</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>7/26/2018</td>
<td>Water Main Extension</td>
<td>32347.11</td>
<td>Pipe</td>
<td>L2/Granite</td>
<td>Y 0</td>
<td>Only a request for additional sub - additional time for work accounted under WCD 22</td>
<td>14</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>8/7/2018</td>
<td>Crosswalk Pavement markings</td>
<td>0</td>
<td>Pavement Markings</td>
<td>Curtis</td>
<td>Y 1</td>
<td>No delay caused - only changed style of crosswalks, still required to install under contract</td>
<td>0</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>8/8/2018</td>
<td>Wall Street Deal</td>
<td>0</td>
<td>Misc</td>
<td>Misc</td>
<td>4 0</td>
<td>No change</td>
<td>0</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>8/8/2018</td>
<td>2nd/13th Changes</td>
<td>0</td>
<td>Misc</td>
<td>Misc</td>
<td>0 0</td>
<td>Only determined location of galvanized box and changed limits of concrete/pavers - no delay caused</td>
<td>0</td>
<td>0</td>
<td></td>
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<tr>
<td>29</td>
<td>8/16/2018</td>
<td>Install round boxes/irr</td>
<td>19593</td>
<td>Pipe</td>
<td>Granite</td>
<td>0 0</td>
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<td>Removed one day and poured back the next day</td>
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<td>R&amp;R Concrete.Move Irr Service</td>
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<td>Additional work included 2 extra panels of concrete sidewalk and installing 2 irrigation valves, did not take more than 2 days</td>
<td>5</td>
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<td>34</td>
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<td>TBD</td>
<td>Misc</td>
<td>Misc</td>
<td>0 0</td>
<td>Outside contract time</td>
<td>0</td>
<td>0</td>
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<td>Outside contract time</td>
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TBD:
- Quality Electric - 9/5/18
- Quality Electric - 9/21/18
- Irr Service Stuff - Misc

Total: $204,329.47
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MEMORANDUM OF UNDERSTANDING AND PROFESSIONAL SERVICES AGREEMENT TASK ORDER
Noble Drain Trunk Sewer Design
NDC Funded
(Reviewed by Legal)

- At the NDC’s March meeting they requested staff to provided them with scope of work to have the Noble Drain Trunk Sewer designed from the intersection of Northside Boulevard and Ustick Road west to Midland Boulevard.

- Staff worked with JUB Engineers to prepare a scope of work for these design services (see attached Scope of Work).

- At the NDC’s April meeting they authorized proceeding with the design work by JUB in the amount of $170,264.

- Because the selection of JUB was from the City’s On-Call list and not through a Request for Qualifications administered by NDC, their attorney has requested that the City execute the task order with JUB and NDC will reimburse the City for the cost of the design work.

- The City’s and NDC’s attorneys have reviewed the MOU and recommend approval.

- Engineering has reviewed the MOU and Scope of Work and recommend approval.

REQUEST 1: Authorize Mayor to sign MOU with NDC for the Noble Drain Trunk Sewer design work.

REQUEST 2: Authorize Mayor to sign task order for professional services with JUB Engineers for the Noble Drain Trunk Sewer in the amount of $170,264 (T&M N.T.E.).
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this _____ day of ____________, 2019, between the CITY OF NAMPA, CANYON COUNTY, IDAHO, an Idaho municipal corporation ("City"), and the NAMPA DEVELOPMENT CORPORATION, the URBAN RENEWAL AGENCY of the City of Nampa, Idaho ("NDC").

Recitals

WHEREAS, NDC desires to fund design work for the Noble Drain Trunk Sewer; and

WHEREAS, the City has a consultant roster selected through a qualifications-based selection process in compliance with Idaho Code 67-2320; and

WHEREAS, NDC desires to utilize a consultant from the City’s consultant roster for the design services for the Noble Drain Trunk Sewer.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and NDC hereby agree as follows:

1. City shall contract with JUB Engineers, Inc. for design services for the Noble Drain Trunk Sewer, as outlined in the scope of work attached as Exhibit “A”.

2. City shall manage the design process with JUB Engineers, Inc. and pay all bills.

3. NDC will reimburse the City for all expenses incurred by the City relating to the design of the Noble Drain Trunk Sewer as outlined in the scope of work attached as Exhibit “A” and not to exceed $170,264.00.

4. Timing: Upon execution of this MOU by all parties the parties shall diligently pursue the project until completion.

5. Severability. In the event any of the provisions of this MOU shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this MOU.

6. Headings. The paragraph headings are for convenience only and are not a part of this MOU and shall not be used in interpreting or construing this MOU.

7. Binding Effect. The provisions and stipulations of this MOU shall inure to and bind the heirs, personal representatives, assigns and successors in interest of the parties hereto.
8. **Entity Authority.** Each individual executing this MOU on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of said entity

**NAMPA DEVELOPMENT CORPORATION**

By: ______________________________________
    David Bills, Chairman

**CITY OF NAMPA**

By: ______________________________________
    Debbie Kling, Mayor

Attest:

_______________________________________
City Clerk
Date: March 29, 2019
Task Order Number:
Project Number:
Project Name: Noble Drain Trunk Sewer (Northside Blvd. to Midland Blvd.)
Consultant Company Address: 250 South Beechwood Ave., #201, Boise, ID 83709
Consultant Project Manager/Contact Information: Phil Krichbaum / 208.813.7836
Contract Amount: $170,264 (T/M NTE)
Duration: 1-years

Table of Contents:

I. Project Understanding

II. Items to be Provided by the City to J-U-B and Project Assumptions

III. Scope of Work

- Task 1 – Project Meeting and Administration
- Task 2 – Topographic Survey
- Task 3 – Preliminary and Final Design
- Task 4 – Agency Coordination and Permitting
- Task 5 – Subconsultants
- Task 6 – Additional Services

- Exhibit 1 – Work-Hour Estimate

IV. Time of Completion and Compensation Schedule
I. PROJECT UNDERSTANDING

The CITY intends to design the Noble Trunk Sewer extension on Ustick Road from Northside Boulevard to a location near Midland Boulevard. Overall, the project encompasses approximately 5,200 lineal feet of 21-inch trunk sewer and several crossings of waterways and one railway crossing.

II. OWNER INFORMATION, RESPONSIBILITIES and PROJECT ASSUMPTIONS

1. The City will provide J-U-B with the following:
   a) Provide on-going review of J-U-B’s work and timely consideration of policy issues with a time acceptable to the CITY and J-U-B.
   b) Provide a project manager to serve as a liaison with other City departments and public agencies to facilitate project reviews and the approval process.
   c) Provide a liaison with area stakeholders, such as private developers, landowners, Nampa Development Corporation, Nampa Highway District, etc. Provide information related to potential developments within the adjoining service areas.
   d) Provide public outreach as deemed appropriate by the CITY.
   e) Provide standard agreement documents for permanent sanitary sewer and temporary construction easements. Provide guidance and review of the easement acquisition process including easement valuation. Retain the services of a land appraisal consultant if the CITY deems necessary for easement valuation.
   f) Record drawings of any City utilities in the project area and GIS compatible data as appropriate.
   g) Provide available GIS base mapping or aerial topography that may be used to check the sewer master plan service area for the Noble Trunk, south of Ustick Road.
   h) The City will perform a Qualified Licensed Professional Engineer (QLPE) for review and approval of the construction documents. The City’s QLPE will submit the approved construction documents to the Idaho Department of Environmental Quality (IDEQ).
   i) Assist in the acquisition of and payment for permits, easements, agency approvals, and agreements required for the project in subsequent tasks.
   j) Provide the CITY’s standard front-end documents, insurance provisions, and supplemental specification to the current ISPWC General Conditions. These will be modified by J-U-B for this specific project.
   k) Provide input on manhole and connecting stub-out locations on the trunk sewer.

2. Project Assumptions
   a) Exact locations of utilities are not known and may affect the alignment during construction.
   b) Due to the depth of the sewer, substantial surface repair of Ustick Road will be required. For estimating fees, it is assumed that one full travel lane restoration will be required.
   c) Borings under Mason Creek, Noble Drain and the UPRR railway are anticipated. These undercrossings may require easement acquisitions depending on the sewer alignment. These easement will be preliminarily evaluated in Task 5.
   d) The project will utilize CITY of Nampa Standards, standard drawings and construction specifications and pay item designations for construction items where applicable. Special provisions will be used as necessary for more project specific pay items.
   e) Plans will be completed on standard 22”x34” (printable at 50% to 11x17) J-U-B title block/ border.
   f) Basic services do not included preparation of a SWPPP and/or ESC plans. It is assumed that these will be prepared by the contractor. If the CITY elects to prepare a SWPPP/ESC, refer to Task 6 – Additional Services.
   g) The Contractor will be required to prepare and provide a Traffic Control Plan for submittal to the CITY and Highway District for approval.
h) Right-of-way (ROW) and parcel information will be referenced from the Canyon County GIS base mapping for Task 2 work. Task 6 provides easement support services for the final trunk sewer alignment.

i) The disturbed area will likely be over one (1) acre in size and require a project specific Erosion and Sediment Control (ESC) plan and Stormwater Pollution Prevention Plan (SWPPP).

j) A preliminary engineering report (PER) is assumed to not be required pursuant to IDAPA 58.01.016.410.01 as the City has an approved Sewer Master Plan (SMP) and the CITY will provide the QLPE reviews.

k) One construction package (bidding documents) is assumed for the trunk sewer project. Re-packaging or splitting the trunk sewer improvements into multiple phases will require a modification to the scope and fee.

l) No floodway permitting or wetlands delineation is required.

III. SCOPE OF WORK

J-U-B’s scope of services is specifically limited to the following:

Task 1 – Project Meetings and Administration

1. Kickoff Meeting: Attend a kick-off meeting with CITY staff for the purpose of discussing the project approach, obtaining information that may be available from the CITY, and determining project schedule.

2. Progress and Review Meetings: Attend progress meetings with the CITY staff as needed to discuss project status, provide task order status summaries, present deliverables, and receive direction from the CITY. It is anticipated that three (3) progress meeting may be required. Agency meetings are provided in Task 4.

3. Project Administration and Tracking. Monitor team progress, action item lists, task deadlines, items needed from the CITY, provide documentation, subconsultant administration, permitting milestones, and critical path items as needed.

   Deliverables:
   i. Monthly invoices with progress summary reports.

Task 2 – Topographic Survey

1. Research, Control, Topographic Survey and Mapping

   a) Research: Research Canyon County Surveyor’s records for land monuments to add in establishing horizontal control and include research of land monuments, plats, records of survey, right-of-ways, and easements of record along the preferred trunk sewer alignment.

   b) Survey Control: Establish survey control along the alignment using NAD83(CORS) (horizontal), NAVD88/Geoid09 (vertical), Idaho West State Plane Coordinate system (1103) scaled to the Canyon County G.I.S. system, based on IDTD CORS epoch 2002 (PID:AJ3346). ROW’s will be established from section line monumentation, Canyon County GIS, and records of survey. Where easement legal descriptions are required, property lines will be established from deeds and visually located land monumentation.

   c) Utility Request: Utility companies (gas, power, telephone, storm drain, cable T.V., street lighting, traffic signals, irrigation) will be contacted prior to survey via Dig-line to request field locations of
utilities and available utility mapping. Utilities will be shown to the extent they are visible in the field or located by the utility or Owner.

d) **TBM's:** Establish temporary construction benchmarks (T.B.M.'s) and control points at 500' intervals.

e) **Topographic Survey:** Complete topographic survey along the Ustick Road from Midland Boulevard to Northside Boulevard and 100 feet in each direction at road intersections. The survey will generally consist of full ROW width with cross sections at 50-foot stations. Additional cross sections 100-foot each side of the ROW will be taken at the railway tracks, drain and irrigation lateral crossings. Domestic wells within 50 feet of the road ROW will be located if visible in the field. Spot elevations in the Noble Trunk shed, south of Ustick Road will be taken to check the sewer master plan critical controlling low lying areas and drain crossings.

f) **Base Mapping:** Complete topographic mapping in Civil 3D 2019 at a scale of 1”=20’ scale, 22”x34” (printable at 50% to 11’x17”) sheets. Topographic features shall be depicted using standard symbols. Topographic features shall be shown on the construction plans to the extent that they are found or field located by the utility companies, such as fences, edge of pavement, fog line, stripped centerline where applicable, borrow ditch, utility poles, surfacing, utilities, telephone risers, top of bank and waterway flowlines, and include monuments of record and physical survey of monuments and property pins that are found. Property lines will be shown based on Canyon County G.I.S. mapping. Where easements are to be secured, property lines shall be determined using research and field search of land monuments methods as previously described above. Prepare 3D digital terrain model to depict contours at one(1) foot intervals and ground surface profiles.

**Task 3 – Preliminary and Final Design**

1. **Preliminary Design of Trunk Sewers (30%)**

   a) Develop a conceptual vertical alignment for the truck sewer from the outfall connection point at the intersection of Ustick Road and Northside Boulevard. Review available service depth along the trunk profile and future extension south along the Noble Drain with spot survey elevations for general compliance with the 2014 Sewer Master Plan(SMP). Review with the CITY if any material deviations from the intent of the SMP may be required for this section of the sewer. Review SMP flows and check sizing of the trunk sewer.

   b) Develop a preliminary design alignment for the trunk sewer improvements to show trunk profile, horizontal location. Preliminary design to consider SMP compliance, utility and initial UPRR constraints, available ROW, constructability, construction access, excavation depths, initial easement constraints if known at this time, minimization of pavement repair and impacts to public traffic access. Easement requirements and land ownership information will be shown.

   c) Preliminarily evaluate options to cross Mason Creek and the Noble Drain as either bored or open trench methods. Discuss constructability of bored crossings with local contractors and determine approximate spatial requirements. Develop a summary matrix of these two crossing methods, estimated costs and relative benefits and risks to be presented at the CITY review meeting.

   d) **Layout Strip Map:** Prepare 30% trunk sewer plan and profile strip map for CITY for review. The roll plot shall be prepared at a 40-foot reduced scale.
e) Conceptual Level Construction Cost Estimate: Develop a concept level engineer’s opinion of probable construction cost based upon quantities developed through preliminary design. The cost opinion will include contingencies associated with a 30% level of detail. A summary of the concept level cost opinion will be submitted to the CITY for review.

f) Review Meeting: Meet with the CITY to review 30% complete layout strip plan, discuss project design and construction constraints, preliminary easement needs and locations, and receive comments and direction from the staff (Review meeting will be budgeted under Task 1).

**Deliverables:**

i. 30% Complete Layout Strip Plan/Profile Map, one (1) hard copy, (1) pdf.

ii. Drain crossing alternative summary matrix

2. 75% Complete Final Design and Plans

a) Revise the alignment and profile from the CITY’s review comments at the 30% review meeting. Complete 75% design of the preferred trunk sewer alignment with considerations on constructability, NHD and CITY utility corridor requirements, surface disturbance, impact to waterways, sanitary separations, dewatering, impacts to public traffic access, utility conflicts, construction access, serviceability checks, excavation depths, easement issues, and other pertinent design issues. Provisions to align the trunk, manholes, and stub-outs per available development plans, and preliminary or final plats will be made as specifically requested by the CITY. For parcels without development plans, considerations for manholes and block-out locations will be made with CITY direction.

b) Design details for the construction plans. Design major waterway crossings in accordance with permitting agency requirements. It is assumed that bored undercrossings will be required for: UPRR Crossing, Mason Creek Crossing and the Noble Drain Crossing. Open trench crossing or boring of the PID 13.3 Lateral will be determined during the final design phase and agency input. USACE/IDWR 404 permitting if required, is provided under a separate task (Task 4 – Agency Coordination and Permitting).

c) Design roadway repair using NHD and CITY standard sections as applicable. Refer to Task 5 – Subconsultants for geotechnical support services for evaluating alternative roadway structural sections. If full roadway width repair design is required, these services can be provided under Task 6 – Additional Services.

d) Prepare 75% construction plans which will include project title blocks, City standard notes, vicinity maps, sheet indexes, north arrows, bar scales, topography, pipe size, type, slope, invert elevations, ground surface elevations, surface repair, boring details, property lines, easements, found land monuments, land ownerships, survey control, pay limits, special details necessary for a biddable product. Drafting shall be completed on 22”x34” ANSI standard size “D” sheets at 1”=20’ scale (printable at 50% to 11”x17”). To the extent practicable, the current CITY Standard Construction Drawings and Specifications will be utilized.

**Total Estimated Plan Sheets:**

1 – Title Sheet / Sheet Index
1 – General Note Sheet
4 – Survey Control / Total Ownership Map/Staging and Access Plans
14 – Plan and Profile Sheets  
3 – Boring and Crossing Plans  
3 – Misc. Details  
26 – Total Sheets  

e) Prepare draft technical specifications for items that are not covered or are in addition (clarification) to the 2015 ISPWC and City of Nampa Construction Specifications and Standard Drawings (2015 Edition). Technical Specifications will conform to the formatting in the ISPWC. Permitting requirements will not be included at this stage.  

f) Prepare 75% review package and submit to the CITY for review by the CITY and their City Engineer. Plans shall be prepared on reduced sheets 11”x17”.  

g) A senior engineer shall perform an initial QC of the plans and technical specifications. Contractors may be contacted to discuss specific construction issues and techniques.  

h) Update the preliminary Opinion of Probable Construction Cost and prepare the Bid Schedule.  

i) Meet with the CITY to review 75% complete plans and receive comments and direction from the staff (Review meeting will be budgeted under Task 1).  

j) Complete a field walkthrough with CITY staff and summarize field notes with the CITY’s project manager on relevant project issues discussed.  

**Deliverables:**  
1. 75% Complete Preliminary Design Plans, (5) copies at 50% scale, (1) pdf  
2. Draft Technical Specifications, (1) pdf  
3. Preliminary Opinion of Probable Construction Cost, (1) pdf  

3. **90% Complete Design Plans and Technical Specifications (Agency Review)**  
 a) Revise the 75% design and construction plans from the CITY’s review comments as appropriate. Complete final design of the trunk sewer with considerations for CITY corridor compliance, permitting agency initial input as provided by the CITY, constructability, surface disturbance, sanitary separations, utility conflicts, excavation depths, easement Grantor conditions and other pertinent design issues.  

b) Complete final design of the bored undercrossings at Mason Creek, Noble Drain and UPRR crossing.  

c) Prepare 90% complete construction plans and detail sheets.  

d) Prepare a draft Project Manual in accordance with CITY’s requirements (Advertisement, Bidding Documents, Contract Documents, technical specifications), as well as agency permits (if available). Update Technical Specifications from 75% review comments and those items that are not covered or are in addition (clarification) to the ISPWC and CITY Standard Construction Specifications. Draft permitting requirements will be included at this stage as available from the agencies.  

e) Complete an internal QC review with a senior J-U-B engineer.  

f) Update the Preliminary Opinion of Probable Construction Cost and prepare the Bid Schedule.
g) Submit 90% complete package to the CITY and City Engineer for concurrent QLPE review and meet with the CITY to gather review comments.

h) Meet with the CITY to review 90% complete plans and receive comments and direction from Public Works staff (Review meeting will be budgeted under in Task 1).

   *Deliverables:*
   i. 90% Complete Plans and Project Manual, (5) copies at scale.
   ii. Updated Opinion of Probable Construction Cost

4. **100% Plans and Technical Specifications (Bid Ready)**
   a) Incorporate appropriate CITY, QLPE and agency review comments and complete final revisions to the trunk sewer plans and technical specifications.
   
   b) Submit 100% complete plans and contract documents to the CITY for review and approval. The CITY will provide QLPE review of the Final Plans.
   
   c) Finalize Opinion of Probable Construction Cost and Bid Schedule.

   *Deliverables:*
   i. 100% Complete Trunk Sewer Extension (Bid Ready) Plans and Technical Specifications, ten copies for bidding to the CITY.
   ii. Final Opinion of Probable Construction Bid Schedule
   iii. Electronic pdf version of the Plans and Project Manual including the Bid Schedule

**Task 4 - Agency Coordination and Permitting**

1. **Preliminary Utility Coordination**
   
   a) J-U-B will request information from utilities and if possible request meetings to overview the project, location and crossing requirements. Utilities contacted to include: Intermountain Gas, Williams-Northwest Pipeline, Century Link, and others.

   b) Additional coordination Idaho Power Company and Intermountain Gas will likely be required in the project area to determine utilities and possible construction related constraints.

2. **Pioneer Irrigation District (PID) Permitting**
   
   a) Permitting with Pioneer Irrigation District (PID) will be initiated for their respective jurisdictional waterway crossings, which includes the 13.3 Lateral. PID is the licensed operational authority of the Noble Drain and Mason Creek; however, PID does not have permitting authority over those BOR facilities. J-U-B will meet with PID and BOR representatives in the field to review construction related issues and determine design constraints during the 30% design process.

   b) J-U-B will prepare the necessary supporting documents and prepare application for a “Utility Agreement” with the CITY. Application fees are estimated at $300.00 per facility crossing. It is also assumed no floodway infringement will be considered as no aerial waterway crossing or permanent fill placement will occur. J U B will coordinate and submit 90% complete plans to the PID for review prior to initiating the utility agreement.
3. **Bureau of Reclamation (BOR) Coordination and Permitting**
   
a) **J-U-B shall prepare the SF-299 application and supporting exhibits for the bored sewer crossings of Mason Creek and the Noble Drain to the Snake River office of the BOR.** An application fee of $100.00 is required for initial processing. Additional administration fees will be assessed to the CITY by the BOR for the execution of the “Consent to Use” agreement contract.
   
b) **If required, legal descriptions of the crossings will be prepared showing sewer location and additional temporary construction easements.**
   
c) **Prepare one application to cover the respective BOR facility crossings.** The application submission at the 75% design stage is anticipated.

4. **USACE 404 Coordination and Permitting**
   
a) **This task encompass the design and permitting of open trench crossings of drains or irrigation/drainage culverts that may be under the jurisdiction of the U.S. Army Corps of Engineers (USACE) requiring 404 permitting.** For the purpose of estimating fees in the Scope of Services, preparation of (1) Nationwide 12, 404 permit is assumed for the PID 13.3 Lateral crossing and small culvert crossings if they are found to be jurisdictional. Noble Drain and Mason Creek are assumed to be bored undercrossings.
   
b) **Complete a field visit and with representatives from the USACE to review project scope and waterways.** The field meeting will determine if a joint 404 permitting is required. Coordinate with the USACE for crossing requirements and construction methods for preparation of a Nationwide 12, 404 permit for utility crossing or stream alterations. A wetland inventory study will likely not be required; however, if USACE determines such work is needed to secure the permit, an addendum will be required to these Scope of Services.
   
c) **Prepare one application showing the culvert crossings and preparation of the necessary exhibits showing crossing plan, details and specifications for the 404 permit application.** Open channel crossing plan will be prepared per USACE requirements. J-U-B will coordinate and submit application package upon completion of 90% design in Task 3. If the CITY elects to extend water mains parallel with the sewer trunk, the application and exhibits will be modified to include sleeves for those facilities.
   
d) **Final design and construction documents provided in Task 3 will include permit provisions.**

5. **UPRR Coordination and Permitting**
   
a) **Complete the online “Utility Crossing “ permit application process with UPRR Real Estate Division.** A processing fee of $755 is required and additional real estate fees will be assessed by the UPRR to the CITY with the crossing agreement. Cost of such assessment fees is unknown at this time.

6. **Nampa Highway District (NHD) Coordination and Permitting**
   
a) **Meet with NHD staff during the 30% design stage to establish design and permitting criteria, corridors for the sewer improvements and gather input on the design and construction of the trunk sewer.**
b) Submit construction plans to NHD for review comments at the following milestones: 1) 75% Complete Plans; 2) 90% Agency Review Submittal. J-U-B will attend review meetings with NHD at each of these milestones.

c) J-U-B shall attend one (1) NHD commissioner meeting at the request of the CITY if required to secure a corridor variance.

Task 5 - Subconsultants

1. **Geotechnical Investigation and Report:** STRATA will provide the geotechnical services per the letter proposal dated # and attached to these Scope of Services. A geotechnical investigation and analysis will summarize baseline information necessary for the trenching, dewatering, soil reusability, shoring and boring design and contractor reference. As listed in the STRATA’s proposed services, roadway pavement section design is provided for alternative selection over typical roadway sections listed in NHD standards. Four (4) borings with two (2) monitoring wells will be part of the field work.

   **Deliverables:**
   i. Draft geotechnical report (electronic pdf) submitted at the 75% complete package
   ii. Final geotechnical report (electronic pdf) submitted with the 90% agency review deliverables.

Task 6 – Additional Services

1. **Full Roadway Design and Plan Detailing:** The depth and alignment of the trunk sewer and subsurface conditions may require full roadway restoration of Ustick Road. The acceptable corridor of sewer will be determined through coordination with the CITY and the NHD. The initial design intent is to avoid a full rebuild of Ustick Road; however, should it become required, J-U-B shall design the horizontal and vertical alignments to match prevailing existing conditions with a typical two lane rural section modified to match existing travelway, shoulders and fill/cut slopes as closely as possible. Vertical profile of the roadway centerline grade will be superimposed and detailed on the sewer plan and profile sheets with horizontal and vertical geometrics identified.

2. **SWPPP Preparation:** J-U-B shall employ a subconsultant to prepare an ESC plan and SWPPP narrative if CITY directed.

   a) 75% Review: Prepare a preliminary SWPPP narrative and accompanying exhibits for CITY Stormwater Division review.

   b) 90% Review: Revise and prepare SWPPP plan and narrative per the current Construction General permit and the CITY requirements and standards, and incorporate the plan into the construction plans and technical specifications. The City Environmental Compliance Division will approve the plan.

   c) Bid Ready: Revise the preliminary SWPPP plan and narrative per CITY comments received, and incorporate the plan into the bid ready plans and project manual.

   **Deliverables:**
   i. 75% Preliminary SWPP Narrative and Plan
   ii. 90% and 100% Complete SWPP Narrative and Plan
3. **Easement Acquisition Assistance:** The project may require easement acquisition in the area of the Noble Drain, UPRR and Mason Creek Crossings. These easements will be identified for the 30% review stage. Should easements (permanent or temporary construction) be required, these services shall be provided as specifically directed by the CITY. For the purpose of estimating professional services, two (2) easements are assumed.

   a) **Easement Acquisition Process Overview Meeting:** Meet with CITY staff to discuss general procedural outlines for initial landowner contact, and other procedures related to the securing easements.

   b) **Preliminary Easement Exhibits:** Prepare preliminary easement maps using available aerial mapping, Canyon County G.I.S. base mapping, and conceptual 30% trunk sewer design alignments. These preliminary easement maps will be used for initial property owner contact in preparing a Right of Entry mailing for survey access on private lands.

   c) **Easement Research and Identification:** Easements limits will be identified and shown on the concept plan developed in Task 3. Research Canyon County G.I.S. data base to determine parcel tax identification number, and assessed value. Easement valuation summaries will be prepared using the parcel assessed value and submitted to the CITY.

   d) **Title Reports and Easement Legal Descriptions:** Title reports will be ordered on parcels where the sewer trunk may be located out of the public ROW. Two (2) title reports are assumed at a cost of $300 each. Prepare legal descriptions and exhibit drawings necessary to secure easements. For estimating fees, preparation of two (2) legal descriptions are assumed.

   e) **Landowner Meetings and Easement Negotiations:** Meet with each affected property owner to review the preliminary alignment maps, discuss easement acquisition process, confirm specific issues and concerns, and request access to survey. For the purpose of estimating fees, two (2) separate landowners are assumed. There will be two (2) meetings with each landowner to negotiate the easement provisions. Notes will be prepared documenting each interview meeting.

IV. **TIME OF COMPLETION and COMPENSATION SCHEDULE**

The following schedule is based on a Notice to Proceed (NTP) from the City by ____________ and resulting in Final Design being completed by ____________. A NTP issued on a different date will change the schedule accordingly.

<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task Name</th>
<th>Schedule/Milestone*</th>
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<td>Task 1</td>
<td>Project Meetings and Administration</td>
<td>On-going throughout other tasks.</td>
</tr>
<tr>
<td>Task 2</td>
<td>Topographic Survey and Base Mapping</td>
<td>Completed within 30 calendar days of NTP.</td>
</tr>
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<td>Task 3</td>
<td>Preliminary and Final Design Services</td>
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<td>Agency Coordination &amp; Permitting</td>
<td>On-going as required.</td>
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<tr>
<td>Task 5</td>
<td>Subconsultants</td>
<td>Completed within 60 calendar days of NTP.</td>
</tr>
<tr>
<td>Task 6</td>
<td>Additional Services</td>
<td>On-going as required.</td>
</tr>
</tbody>
</table>

*Does not include time for review and approval of the CITY, easement acquisition, and agency approvals. Does not include delays that may be incurred gathering necessary information from the CITY.
**Cost of Services**

The CITY will pay J-U-B for its services and reimbursable expenses on a time and materials not to exceed basis of the total listed below.

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<thead>
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<th>Task Number</th>
<th>Task Name</th>
<th>Amount</th>
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**TOTAL (T&M NTE)** $170,264
Memo

To: Mayor & Councilmembers
From: Debbie Rosin – City Clerk
Date: 5/15/2019
Re: 2019 Voting Credentials

Each member city of the Association of Idaho Cities is entitled to cast one vote during the Annual Business Meeting held during the conference. One elected official from each city should be designated as the “voting delegate” and another elected official as the “alternate” by using the “2019 Voting Credentials”. Please note that voting delegates and alternates must be elected officials and registered for the conference.

In past years the Mayor has been the voting delegate and then the Council will elect an alternate voting delegate.
2019 Voting Credentials

Each member city of the Association of Idaho Cities is entitled to cast one vote during the Annual Business Meeting at the Annual Conference. Votes must be cast by an **elected official** of any such member city present at the meeting in Boise. Please complete the following form to authorize the representatives for your city and email, mail or fax no later than **Wednesday, June 5, 2019**.

Association of Idaho Cities  
Attn: Payton Grover  
3100 S. Vista Avenue, Suite 201  
Boise ID 83705  
Fax: 208-344-8677  
Email: pgrover@idahocities.org  
Deadline: June 5, 2018

City: City of Nampa

Voting Delegate

Name: 

Title: 

Alternate Voting Delegate

Name: 

Title:
Approve Task Order for Nampa Wastewater Treatment Plant Phase II Upgrades 
Project Group D - Primary Digester No. 5 and Related Facilities Design 
(Reviewed and Approved by Legal Counsel/Approved in Fiscal Year 2019 Budget)

- The Nampa Wastewater Program is beginning design and construction activities for Phase II Upgrades at the Nampa Wastewater Treatment Plant (WWTP). The Phase II Upgrades are proposed to be constructed in five project groups. The first of these groups is Project Group D which includes the construction of Primary Digester No. 5 and related facilities. Project Group D will begin construction in January 2020 versus the original plan of 2024.

- In February 2018, City Council approved the WWTP Facility Plan, which identified the need for a fifth primary anaerobic digester and replacement of the waste gas flare in Phase II Upgrades.

- In September 2018 the City renewed its Professional Services Agreement with Stantec Consulting Services, Inc., (Stantec) to perform professional services for the WWTP Phase I Upgrades Project Group C - New Anaerobic Digester. These services included Primary Digester No. 2 structural retrofits evaluation and the final design of Primary Digester No. 4.

- This evaluation produced a preferred investment strategy for the WWTP primary digesters including construction of Primary Digester No. 5 in fiscal year 2020. The Facility Plan construction year was originally 2024. By accelerating construction of Primary Digester No. 5, inflationary savings of $2.8 million are estimated.

- Staff recommends Stantec perform professional services for Project Group D - Primary Digester No. 5 and Related Facilities Design given their specific expertise, knowledge, and performance on Primary Digester No. 4.

- Staff has negotiated a scope and fee with Stantec for design services for Project Group D (see Exhibit A). The primary elements are as follows:
  - Design of Primary Digester No. 5 and related facilities including civil, electrical, instrumentation and controls, mechanical and structural design
  - Design of new waste gas flare, relocation of the existing waste gas flare and associated facilities
  - Preparation of Class 3 Opinion of Probable Construction Costs and schedule and sequencing plan for construction
  - Support Public Works Department staff with the City of Nampa Building Department permitting and Idaho Department of Environmental Quality review process

- The Wastewater Division fiscal year 2019 budget for Project Group D is $500,000. This budget was set before the scope of Project Group D was fully defined. The current Phase II Upgrades budget includes $1,081,000 for the design of Project Group D.

- City staff and Stantec have agreed upon a scope and fee in the amount of $549,500.00 T&M NTE (time and material not to exceed). The fee for this work is significantly lower than the budgeted amount as a result of the efficiencies inherent with using a consistent design team.

REQUEST: Authorize Mayor and Public Works Director to sign Task Order for Scope of Work with Stantec for the Nampa Wastewater Treatment Plant Phase II Upgrades Project Group D - Primary Digester No. 5 and Related Facilities Design in the amount of $549,500.00 T&M NTE.
April 17, 2019

Attention: Mr. Nate Runyan, Deputy Public Works Director
City of Nampa
City Hall
411 3rd Street South
Nampa, Idaho 83651

Dear Mr. Runyan,

Reference: City of Nampa, Project Group D - Primary Digester No. 5 and Related Facilities Design – Scope of Work Letter (Rev2)

The City of Nampa (City) has requested Stantec Consulting Services Inc. (Stantec) design a new anaerobic digester, Primary Digester No. 5 (PD5), as part of the ongoing improvements at the Nampa Wastewater Treatment Plant (WWTP) to accommodate additional solids expected from City growth and changes to enhanced biological nutrient removal. As part of this effort, the City has also requested that Stantec design the replacement of the Waste Gas Flare (WGF), replace a PLC and perform other miscellaneous and mechanical improvements. The major components of the PD5 and Related Facilities Design Project will include:

- Design of PD5 to be nearly identical to Primary Digester No. 4 (PD4) with a floating cover.
- Design of a pump mix system for PD5 which is similar to PD4 with associated piping suction and discharge piping, electrical, instrumentation and other related appurtenances.
- Evaluation and expansion of the existing sludge heating system to accommodate heating capacity for PD5.
- Design of yard piping and wall penetrations for the circulated sludge (CSL), digested sludge (DSL), overflow (OF) and raw sewage (RSL) networks to the new PD5.
- Design of the new sludge effluent flow control box reconfigured from PD4 with the influent directly piped into the new digester and a smaller sludge box.
- Design of raw sludge piping to feed each digester mixing system inside the Digester Control Building as a second feed option to the existing. This includes installation of motor operated valves for automated controls, check valves, and associated piping and electrical.
- Design of gas handling piping and associated condensate drainage system for PD5.
- Design of an overhead walkway from PD4 to PD5 including a walkway and handrail around PD5 coordinated with the floating cover.
- Design of a stairway from the top of PD5 to ground level.
- Design of the grading, paving, concrete sidewalks around the PD5 site, and other miscellaneous site civil improvements including revised site drainage and resolving conflicts with existing site piping and conduit raceways.
• Design of electrical and instrumentation controls for PD5 similar and complimentary to the electrical and controls installed in the PD3 project including a new sole sourced PLC panel.

• Design of the new WGF and associated vault, piping, electrical and controls to the approximate location as shown in Attachment A.

• Design of the demolition of existing WGF including safety and sequencing considerations and reuse the equipment from the existing demolished WGF for a second, redundant WGF next to the new WGF.

• Preparation of a Class 3 OPCC, schedule and sequencing plan for construction for PD5, both WGFs, raw sludge piping, new PLC, pump mixing system, pump heating system and related appurtenances.

• Identify equipment for pre-purchase considerations and provide specifications for the selected pre-purchase equipment potentially including WGF controls, candlestick, pressure reducing valve, flame arrester, and mixing pump.

• Assist with bid services for one bid package for the construction of the PD5, WGFs and related sludge piping and heating system.

Based on Stantec’s previous experience with the City on previous digester projects, requests from the City’s Wastewater Program Management Team (WPMT), and from discussions with the City and WPMT, Stantec proposes to perform the following project work:

**401 - Project Management and Design Coordination**

The activities under this task includes the subtasks of project management, developing equipment and construction schedules, cost estimating for construction and coordinating and attending City workshops and meetings. The subtask details are as follows:

**100 - Project Management**

Stantec’s project management activities include the following:

**Project Management Plan (PMP)** – Develop a PMP as a working repository for use in Stantec’s project management documentation and planning. The PMP is an important document including items such as the contract, scope, communication, schedule, risk evaluation, change log, WBS, etc. The PD4 PMP will be used as a baseline version and edited as appropriate.

**Monthly Financial Reports** – Prepare monthly financial tracking information and summary reports regarding the financial status of the project including cash flow, percent spent, current activities, potential changes, earned value and other items as identified in the PMP. The financial status will be regularly reviewed internally and will be reviewed with the WPMT monthly for up to eight months. This monthly report will be submitted on EADOC along with monthly invoices.
Project Update Meetings – Stantec will meet with the WPMT to discuss schedule, risk, change and budget monthly. The WPMT will lead these meetings with eight meetings expected. It is assumed that these are teleconference meetings of approximately 30 minutes on average.

Project Closeout – Stantec will archive documents, complete filing and uploading pertinent information to Stantec server archives and to the document repository as requested by the WPMT or City.

Note: Communications will be generally performed via memoranda, e-mail, phone conversations, and meetings with the WPMT, City and WWTP staff. Critical communications will be documented and archived through decision log, memos, and archived emails.

140 – Construction and Equipment Schedules

Stantec will develop an equipment schedule at the intermediate check stage and revised at the 90% design stage, if needed per the format established by the WPMT, and distributed to the WPMT for review.

Stantec will develop and revise estimated construction schedules at the 90% and Bid Set stages. The schedules will be prepared on MS Project or compatible format and distributed to the WPMT and City for review.

220 – Cost Estimating, Preparation of Engineer’s Opinion of Probable Construction Costs (OPCC)

Stantec will develop a detailed Class 3 OPCC at the 90% design documents stage for the construction of PD5, new mixing system, new heating system expansion, new PLC, Waste Gas Flares and other design items identified herein. The OPCCs will be prepared and submitted to the WPMT and City for review.

Note: The Class 3 OPCCs to be developed will be prepared in accordance with the cost estimate classes defined by the Association for the Advancement of Cost Engineering:

- Class 5 level estimate – Conceptual Design Phase
- Class 4 level estimate – Preliminary Design Phase
- Class 3 level estimate – Design Development Phase*
- Class 2 level estimate - Construction Document Phase

*For a Class 3 OPCC, the typical accuracy ranges are -10% to -20% on the low side, and +10% to +30% on the high side, depending on the technological complexity of the project, appropriate reference information, and the inclusion of an appropriate contingency determination. The City acknowledges that Stantec has no control over costs of labor, materials, competitive bidding environments and procedures, unidentified field conditions, financial and/or market conditions, or other factors likely to affect the OPCC of this project, all of which are and will unavoidably remain in a state of change, especially in light of the high volatility of the market attributable to Acts of God and other market events beyond the control of the parties. The City further acknowledges that this is a “snapshot in time” and that the reliability of the OPCC will inherently degrade over time. The City agrees that Stantec cannot and does not make any warranty, promise, guarantee, or representation, either express or implied, that proposals, bids, project construction costs, or cost of operation or
maintenance will not vary substantially from Stantec’s good faith Class 3 OPCC.

300 - City Workshops

Stantec will coordinate City Workshops and other meetings as follows:

**Design Kickoff Meeting** – Stantec will meet with the City and WPMT for a kick-off meeting within two weeks of receipt of the notice to proceed. This meeting will, at minimum, include discussion of questions regarding the existing PD4 construction and changes made to PD4 that could apply to PD5, the new Waste Gas Flare, proposed design criteria, specific plant design requests, schedule, need for pre-purchased equipment, and any other items deemed appropriate for discussion.

**Technical Workshops / Meetings** – Stantec will meet periodically with the City and WPMT to discuss technical design questions and progress. It is assumed that up to four meetings will be held and Stantec will lead these meetings.

**Detailed Design Review Workshop (Intermediate Check)** – This meeting will be to review the progress of the design at the 60% design milestone. Stantec will facilitate a design review workshop that will be approximately 4 hours in duration and will include a 3D review of the Digester Control Building, PD5, and WGFs. Based on City direction, Stantec will not deliver a 60% plan set or specifications for review and comment by the City or WPMT. Comments generated from the design review workshop will be compiled into a log. An updated comment log with responses will be submitted for documentation by the City with the 90% design deliverable.

**90% and Bid Set Review Meetings** – Stantec will meet with the City and WPMT at the 90% and Bid Set design review stages and Stantec will lead these meetings.

**Waste Gas Flare and Sludge Heating** – Stantec will hold one meeting to discuss:

- Waste Gas Flare Preliminary Layout
- Sludge Heating Technical Memorandum

All workshops and meetings led by Stantec will include meeting notes distributed to the WPMT and City.

210 - Process Engineering (Preliminary Design)

**PD5 Sludge Heating Technical Memorandum** - Stantec will review the existing sludge heating system to confirm the system is capable of providing sufficient heat to the new digester along with maintaining the function and heating of the existing system. The evaluation will also include a preliminary layout of the new piping, heat exchange and circulation pumping. Verification of the existing system will be distributed in a draft technical memorandum of approximately five pages (not including appendices) in length. The technical memorandum will be finalized after the review meeting.

**Waste Gas Flare Review and Recommendation** - Stantec will review the following for recommendation and discussion in the waste gas flare and sludge heating workshop:

- Siting the relocated waste gas flares including code compliance and coordination with separate
air quality permitting effort. It is assumed the WGFs will be sited as shown in Appendix A.

- Identify pre-purchase equipment and specify for procurement
- Recommend location to connect to the existing gas piping
- Evaluate potential to use the existing waste gas flare equipment and safety concerns with any equipment reuse
- Evaluation of condensate disposal

410 - Primary Digester No. 5 and Waste Gas Flare Design – General and Civil

Each design discipline will perform 90% and Bid Set design deliverables. The designs include design criteria development and review, updating standard details, performing calculations and evaluations, developing specifications and design drawings at specific design stages, and performing quality review. The Preliminary Specifications Table and Preliminary Drawing List are as indicated in Appendix B and Appendix C, respectively. Specifications are assumed to be prepared in the new 2004 UCI format. All design will use the following codes and standards:

- 2015 International Building Code
- 2012 International Mechanical Code
- 2012 International Fuel Gas Code
- 2017 Idaho State Plumbing Code
- 2017 National Electrical Code
- 2015 International Energy Code (Commercial)
- 2009 ICC/ANSI /A117.1
- 2015 International Existing Building Code
- Seismic Design Category = Based on Site Class Wind Speed = As Per 2015 IBC & 2012 IRC

100 - General Design

General design services will include:

**Interdiscipline Coordination** – Internal interdiscipline coordination will be ongoing throughout the design to mitigate conflicts and coordinate the schedule and informational needs of each engineering discipline as they relate to other disciplines. This internal coordination will be facilitated using 3D design review tools with a specific focus on clash detection and mitigation.

**General Design** – The general specifications include Division 0 (Bidding Requirements) and Division 1 (General Requirements) specifications. It is assumed that the WPMT will produce Division 0 specifications and Stantec will review and revise for specific project needs. Division 1 specifications will be prepared by both Stantec and the WPMT. The assumed breakdown of lead and review responsibilities for the Division 0 and Division 1 specifications is shown in Appendix B. Specification formatting will be provided by the WPMT for all Division 0 and 1 specifications.

**Review Submittals** – For every design milestone (90% and Draft Bid Set design) up to ten hard copy sets of design documents will be delivered to the City and WPMT for review. These reviews are to give the City
and WPMT an opportunity to provide formal input to the design. The reviews are assumed to take no longer than two weeks with subsequent review meetings, and review comments will be considered with formal responses. Digital versions of the design documents will be made available upon request. In addition to traditional plan set documents for review, Stantec will build the design in 3D format. These models will be used to facilitate review of design progress at each milestone. Informal review discussions and correspondence will be ongoing throughout the design period.

**Quality Assurance / Control (QA/QC)** – Each discipline will have its own 90% and Draft Bid Set reviewed by an independent qualified engineer from Stantec including interdisciplinary and constructability review. Review comments and documented responses will be archived. Stantec will also perform QA/QC on the 3D model prior to the design review workshop (primarily mechanical and structural coordination).

### 200 - Civil Design

Civil design services will include:

**Civil Design** – The civil design will include performing calculations, evaluations and developing design criteria. The design will include yard piping, site grading, landscaping, roads, sidewalks, associated structures, related details and associated specifications. Coordination with structural, electrical and mechanical design disciplines will be performed. It is assumed that the WPMT will manage the survey and geotechnical subcontractors. It is requested that if the WPMT performs additional survey or geotechnical investigations that Stantec be given the opportunity to provide input into the subcontractor’s scope of work. Stantec is expected to rely on the existing geotechnical evaluations near the PD5 site for design purposes. It is assumed that the geotechnical conditions do not vary significantly from the conditions found in PD3, PD4, and at the Digester Control Building. Stantec is also of the assumption that existing survey information is adequate for the civil design and it is not expected that any significant civil changes have been performed since the previous survey.

### 413 – PD5 and Waste Gas Flare Design – Electrical, Instrumentation and Controls, Mechanical and Structural

Each design discipline will perform 90% and Bid Set design deliverables. The designs include design criteria development and review, updating standard details, performing calculations and evaluations, developing specifications and design drawings at specific design stages, and performing quality review. The Preliminary Specifications Table and Preliminary Drawing List are as indicated in Appendix B and Appendix C, respectively. Specifications are assumed to be prepared in the new 2004 UCI format. All discipline designs will be performed using the codes and standards as described in the General Design notes indicated herein.

The QA/QC Reviews and WPMT / City design reviews will be performed as indicated in **General Design**. The following design tasks are incorporated into the design.

Design with community in mind
200 - Electrical

Electrical design services will include performing calculations, evaluations and developing design criteria. The design will include electrical distribution and design of the electrical system including the associated details and specifications. Coordination with mechanical, structural and civil design disciplines will be performed.

300 - Instrumentation and Controls

Instrumentation and Controls services design will include performing calculations, evaluations and developing design criteria. The design includes Process and Instrumentation Diagram drawings and associated specifications including the process controls narrative and associated details and specifications. Coordination with structural, electrical, mechanical, and civil design disciplines will be performed. It is assumed that the existing PLC3 will be replaced with a new Allen Bradley sole-sourced PLC as part of this effort. The City will obtain sole-source approval(s).

400 - Mechanical

Mechanical services will include performing calculations, evaluations and developing design criteria. The design includes mechanical equipment, pumps, piping, valves, related details, and associated specifications. Coordination with structural, electrical, and civil design disciplines will be performed. This effort also includes the preparation of waste gas flare pre-purchase specifications and coordination of the associated equipment.

500 - Structural

Structural design services will include performing calculations, evaluations and developing design criteria including related details and associated specifications. Coordination with mechanical, electrical, and civil design disciplines will be performed.

416 – Permitting

**Building Department Permitting** – A 90% design plan and associated calculations of PD5 and the WGF will be submitted to the City Building Department for review. Stantec will assist the City with the application and will be available for one review meeting. Any significant structural changes between the 90% and Bid Set will be communicated to the Building Department. The Bid Set will be sent to the Building Department once complete. It is expected the review comments will be minor in nature and Stantec’s review and response documentation effort will not exceed 4 hours.

**IDEQ Review** – Stantec will submit a permit review set of drawing and specifications to Idaho Department of Environmental Quality (IDEQ) for review after the 90% design stage. Updated design drawings will be submitted during the bidding period and Stantec will assist the City with review and response to IDEQ comments. It is expected that the review comments will be minor and Stantec’s review and response documentation effort to IDEQ comments will not exceed 10 hours.

Design with community in mind
417 - Bid Phase Services

Stantec will provide bidding assistance as needed. It is assumed that these efforts will include:

**Pre-bid Conference and Site Tour** - Stantec will attend and assist with a two-hour pre-construction conference and site tour for review of expected project site including a question and answer period. Stantec will include notes and responses to questions in a bid addendum.

**Contractor Questions and Addenda Preparation** - Stantec will assist with review and response to contractor bid questions including up to four bid addenda.

**Bid Opening and Review Recommendation** - Stantec will attend the bid opening at Nampa City Hall, review the apparent lowest bidder contractor evaluation and prepare an award recommendation letter for City Council review and action.

*Note: Engineering Services During Construction are not part of this scope of work.*

Stantec will provide the services outlined herein in the timeline shown in Appendix D for the fee and rates shown in Appendix E. The contract will be carried out in accordance with this letter and the Professional Services Agreement - Standard Terms and Conditions.

Please contact Nick Smith at (208) 388-4306 if you have any questions or need additional information. We appreciate the opportunity to serve the City of Nampa.

Respectfully submitted,

Stantec Consulting Services Inc.

Nickolas G. Smith, PE, PMP
PMCL and Project Manager
Phone: 208-388-4306
Fax: 208-345-5897
Nickolas.smith@stantec.com

If City of Nampa agrees with this proposal, City of Nampa shall prepare a Professional Services Agreement for signature of Stantec to perform the work.
April 17, 2019
Mr. Nate Runyan, Deputy Public Works Director

Page 9 of 9

Reference: City of Nampa, Project Group D - Primary Digester No. 5 and Related Facilities Design – Scope of Work Letter (Rev2)

Attachment:
- Appendix A – Waste Gas Flare Connection and Preliminary Layout
- Appendix B – Preliminary Specifications List
- Appendix C – Preliminary Drawing List
- Appendix D – Delivery Schedule
- Appendix E – Fee Schedule

cc.
- Tom Points, City of Nampa
- Steve Winfree, Stantec
- Matt Gregg, Brown and Caldwell
- Michael Fuss, Stantec
- Jason Hurless, Stantec

Design with community in mind
APPENDIX A

Waste Gas Flare Connection and Preliminary Layout
APPENDIX A - WASTE GAS FLARE PRELIMINARY LAYOUT

NEW WASTE GAS FLARES

CONDENSATE DRAIN

BIOGAS PIPING
(FROM GAS COMPRESSOR ROOM)
Connect tee to existing piping, route through wall and to new WGF.
APPENDIX B

Preliminary Specification List
APPENDIX B - PRELIMINARY SPECIFICATION LIST

BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

DIVISION 00 - BIDDING REQUIREMENTS, CONTRACT FORMS, AND TERMS AND CONDITIONS

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<td>Instructions to Bidders</td>
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* Sections that will be reviewed by the Wastewater Program Management Team
+ Spec section not included in 100% submittal

TECHNICAL SPECIFICATIONS

DIVISION 01 - GENERAL REQUIREMENTS

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017430 Pressure Pipe Testing
017500 Testing, Equipment Startup and Commissioning
017600 Operating and Maintenance Information
017700 Project Closeout
017839 Project Record Documents
017900 Training

DIVISION 02 – EXISTING CONDITIONS

024119 Demolition and Reconstruction

DIVISION 03 - CONCRETE

031100 Concrete Formwork
032100 Reinforcement Steel
033100 Cast-in-Place Concrete
033200 Joints in Concrete
036000 Grout

DIVISION 04 – MASONRY

042115 Brick Veneer

DIVISION 05 - METALS

055000 Miscellaneous Metalwork
055200 Aluminum Railings

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

079213 Sealants and Caulking

DIVISION 09 - FINISHES

099600 Protective Coating

DIVISION 10 - SPECIALTIES

101400 Identifying Devices

DIVISION 23 – HEATING, VENTILATION AND AIR CONDITIONING

230700 Pipe and Equipment Insulation

DIVISION 26 - ELECTRICAL

260000 Electrical Work, General
260126 Electrical Tests
260510 Electric Motors
260519 Wire and Cable
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**DIVISION 33 – UTILITIES**

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**DIVISION 41 – PROCESSING EQUIPMENT**

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433000  Valves, General
433012  Valve and Gate Actuators
433014  Butterfly Valves
433016  Check Valves
433018  Ball Valves
433024  Plug Valves

DIVISION 46 – WATER AND WASTEWATER EQUIPMENT

460100  Equipment General Provisions
467315  Floating Digester Cover

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APPENDIX C

Preliminary Drawing List
## PRELIMINARY SHEET LIST

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APPENDIX D

Delivery Schedule
Appendix D - Delivery Schedule
APPENDIX E

Fee Schedule
APPENDIX E – RATE AND FEE SCHEDULE

1. Travel expenses will not be billed to the City of Nampa for travel based within 60 miles of the City.

2. Per the Professional Services Agreement, subconsultant markups are not included unless otherwise agreed upon.

3. Services provided by CONSULTANT personnel in various labor categories will be billed at the following negotiated hourly rates (inclusive of salary, overhead, and fee):

**RATE SCHEDULE**

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Process Technical Expert</td>
<td>$235</td>
</tr>
<tr>
<td>Project Manager/Principal Engineer</td>
<td>$205</td>
</tr>
<tr>
<td>Supervising Engineer</td>
<td>$180</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$160</td>
</tr>
<tr>
<td>Professional Engineer</td>
<td>$145</td>
</tr>
<tr>
<td>Engineer in Training/Senior CAD</td>
<td>$120</td>
</tr>
<tr>
<td>Senior Administrator</td>
<td>$110</td>
</tr>
<tr>
<td>Administrator/Engineering Intern</td>
<td>$85</td>
</tr>
</tbody>
</table>

All others will be billed at a 3.2 multiplier

The above unit prices include payroll taxes, insurance costs, fringe benefits, general overhead and consultant profit. These rates are valid through December 31, 2019.

<table>
<thead>
<tr>
<th>WBS Code</th>
<th>Name</th>
<th>Total Hours</th>
<th>Total Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Management and Meetings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Budget, Scope, Schedule and Change Management</td>
<td>134</td>
<td>$21,700</td>
</tr>
<tr>
<td>1.2</td>
<td>Pre-Construction Preparation (OPCCs and Schedules)</td>
<td>132</td>
<td>$21,900</td>
</tr>
<tr>
<td>1.3</td>
<td>Design Meetings and Workshops</td>
<td>203</td>
<td>$46,400</td>
</tr>
<tr>
<td>2</td>
<td>Preliminary Design and Subconsultants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Survey and Geotech Review</td>
<td>17</td>
<td>$2,900</td>
</tr>
<tr>
<td>2.3</td>
<td>PD5 Heating Technical Memorandum</td>
<td>78</td>
<td>$10,600</td>
</tr>
<tr>
<td>2.4</td>
<td>WGF Review and Recommendations</td>
<td>14</td>
<td>$2,400</td>
</tr>
<tr>
<td>3</td>
<td>60%, 90% and Bid Set Design, QC and Bid Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>General, Civil and Interdiscipline QC</td>
<td>590</td>
<td>$86,800</td>
</tr>
<tr>
<td>3.2</td>
<td>Electrical, I&amp;C and QC</td>
<td>778</td>
<td>$112,200</td>
</tr>
<tr>
<td>3.3</td>
<td>Mechanical and QC (incl. prepurchase)</td>
<td>640</td>
<td>$91,300</td>
</tr>
<tr>
<td>3.4</td>
<td>Structural and QC</td>
<td>959</td>
<td>$138,800</td>
</tr>
<tr>
<td>3.5</td>
<td>Permitting</td>
<td>20</td>
<td>$3,800</td>
</tr>
<tr>
<td>3.6</td>
<td>Bid Services</td>
<td>63</td>
<td>$10,700</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>3628</td>
<td>$549,500</td>
</tr>
</tbody>
</table>
RESOLUTION NO. _________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, IMPLEMENTING INCREASES IN THE SERVICE FEES CHARGED BY THE CITY OF NAMPA FOR WASTEWATER RATES AND USER FEES.

WHEREAS, the City of Nampa is a duly-formed municipal corporation of the State of Idaho and operates a wastewater treatment facility and system providing wastewater services to system users; and

WHEREAS, the City of Nampa Board of Appraisers, as constituted under Nampa City Code 3-1-1 and 8-2-4, has reviewed the proposed increases to wastewater rates and user fees and has recommended approval by the City Council of the proposed increases; and

WHEREAS, the City Council has the authority to set fees for services and adjust those fees as needed; and

WHEREAS, the City Council deems it necessary, reasonable, and in the best interest of the City, to increase certain service fees charged by the City of Nampa for wastewater services and adjust those service fees as needed; and

WHEREAS, the City Council finds that such adjustments, set forth in attached exhibit, are reasonably related to, but do not exceed, the actual cost of the service being rendered; and

WHEREAS, the City Council finds that the public hearing conducted on the matter of such fee adjustments, set forth in attached exhibit, was conducted pursuant to proper notice and the requirements of Idaho law.

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

Section 1. The City of Nampa, Canyon County, Idaho, does hereby implement the wastewater rates and user fees increases as described in EXHIBIT A, attached hereto and, by this reference, incorporated herein as if set forth in full, effective October 1, 2019.


APPROVED BY THE MAYOR AND THE CITY OF NAMPA, IDAHO, THIS 20TH DAY OF MAY, 2019.

Approved:

__________________________________
Mayor

Attest:

__________________________________
City Clerk
<table>
<thead>
<tr>
<th>Trans Code</th>
<th>New Fee?</th>
<th>Description - WASTEWATER Rates &amp; Fees</th>
<th>Current Rate</th>
<th>Proposed Rate</th>
<th>Percent Change*</th>
<th>Est Annual Dollar Incr</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Sewer Only, Bi-monthly Rate Per Account</td>
<td>$17.61</td>
<td>$20.42</td>
<td>15.96%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SE1</td>
<td>No Waste Strength BOD mg/l (0000-0200)*</td>
<td>$2.32</td>
<td>$2.77</td>
<td>19.36%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SE2</td>
<td>No Waste Strength BOD mg/l (0200-0400)*</td>
<td>$2.79</td>
<td>$3.24</td>
<td>16.12%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SE3</td>
<td>No Waste Strength BOD/mg/l (0400-0600)*</td>
<td>$3.77</td>
<td>$4.56</td>
<td>20.91%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SE4</td>
<td>No Waste Strength BOD/mg/l (0600-0800)*</td>
<td>$4.43</td>
<td>$5.35</td>
<td>20.68%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SE5</td>
<td>No Waste Strength BOD/mg/l (0800-1000)*</td>
<td>$5.54</td>
<td>$6.77</td>
<td>22.18%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SE6</td>
<td>No Waste Strength BOD/mg/l (1000-1500)*</td>
<td>$6.71</td>
<td>$8.25</td>
<td>22.92%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SE7</td>
<td>No Waste Strength BOD/mg/l (1500-2000)*</td>
<td>$8.13</td>
<td>$10.05</td>
<td>23.62%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Industrial Flow (per million gallons)</td>
<td>$2,714.55</td>
<td>$3,101.22</td>
<td>14.24%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Industrial BOD (per pound)</td>
<td>$0.261</td>
<td>$0.323</td>
<td>23.69%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Industrial TSS (per pound)</td>
<td>$0.216</td>
<td>$0.273</td>
<td>26.30%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Industrial TKN (per pound)</td>
<td>$1.808</td>
<td>$2.246</td>
<td>24.23%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Industrial TP (per pound)</td>
<td>$0.341</td>
<td>$0.591</td>
<td>73.26%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Industrial Capacity Optimization Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Industrial Flow (per million gal. of unused capacity)</td>
<td>$444.67</td>
<td>$444.67</td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Industrial BOD (per pound of unused capacity)</td>
<td>$0.044</td>
<td>$0.044</td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Industrial TSS (per pound of unused capacity)</td>
<td>$0.036</td>
<td>$0.036</td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Industrial TKN (per pound of unused capacity)</td>
<td>$0.329</td>
<td>$0.329</td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Industrial TP (per pound of unused capacity)</td>
<td>$0.076</td>
<td>$0.076</td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Flat Sewer Rate User Fees (Note #1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Waste Strength BOD mg/l (0000-0200)</td>
<td>$1,334.40</td>
<td>$1,592.17</td>
<td>19%</td>
<td>$1,546.63</td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Waste Strength BOD mg/l (0200-0400)</td>
<td>$62.10</td>
<td>$72.08</td>
<td>16%</td>
<td>$59.89</td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Waste Strength BOD/mg/l (0400-0600)</td>
<td>$608.57</td>
<td>$734.95</td>
<td>21%</td>
<td>$758.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Waste Strength BOD/mg/l (0600-0800)</td>
<td>$585.80</td>
<td>$706.09</td>
<td>21%</td>
<td>$721.73</td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Waste Strength BOD/mg/l (0800-1000)</td>
<td>$2,316.99</td>
<td>$2,829.69</td>
<td>22%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Waste Strength BOD/mg/l (1000-1500)</td>
<td>Note #2</td>
<td>Note #2</td>
<td>Note #2</td>
<td>Note #2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Waste Strength BOD/mg/l (1500-2000)</td>
<td>Note #2</td>
<td>Note #2</td>
<td>Note #2</td>
<td>Note #2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other Fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Birch Service Area Latecomer Fee</td>
<td>$636.00</td>
<td>$636.00</td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Septic Haulers (per 1000 gal - full load only)</td>
<td>$135.00</td>
<td>$135.00</td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Septic Hauler License Fee (first truck)</td>
<td>$13.00</td>
<td>$13.00</td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Septic Hauler License Fee (each additional truck)</td>
<td>$13.00</td>
<td>$13.00</td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Comments on Competitiveness of New Rate**

**Note #1** - The consumption volume for sewer only customers will be based on average monthly volume for the respective SE classifications.

**Note #2** - No customer consumption data exists.

**Reasons Why Fee Change is Needed and What New Funding Will Be Used For**

See July 16, 2018, Wastewater and Water Cost of Service Rate Study. Increase in wastewater utility rates, fees, and charges will be used for operations, maintenance, and systematic replacement of supply and infrastructure in order to continue to provide continuous and reliable utility services.

* If an individual fee is increased more than 5.0%, or if the proposed fee is new, public notice and a public hearing is required.
RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, IMPLEMENTING INCREASES IN SERVICE FEES CHARGED BY THE CITY OF NAMPA FOR WASTEWATER HOOKUP FEES.

WHEREAS, the City of Nampa is a duly-formed municipal corporation of the State of Idaho and operates a wastewater treatment facility and system providing wastewater services to system users; and

WHEREAS, the City of Nampa Board of Appraisers, as constituted under Nampa City Code 3-1-1 and 8-2-4, has reviewed the proposed increases to wastewater hookup fees and has recommended approval by the City Council of the proposed increases; and

WHEREAS, the City Council has the authority to set fees for services and adjust those fees as needed; and

WHEREAS, the City Council finds that it is appropriate to collect fees for wastewater hookup services provided by the City and that without such fees these services would be funded by property tax revenues; and

WHEREAS, the City Council deems it necessary, reasonable, and in the best interest of the City, to increase certain service fees charged by the City of Nampa for wastewater services and adjust those service fees as needed; and

WHEREAS, the City Council finds that such adjustments, set forth in the attached exhibit, are reasonably related to, but do not exceed, the actual cost of the service being rendered; and

WHEREAS, the City Council finds that the public hearing conducted on the matter of such fee adjustments, set forth in attached exhibit, was conducted pursuant to proper notice and the requirements of Idaho law.

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

Section 1. Wastewater hookup fees shall apply to all new connections, and change of use for existing connections as described in EXHIBIT A, attached hereto and, by this reference, incorporated herein as set forth in full, effective October 1, 2019; and
Section 2. The City of Nampa, Canyon County, Idaho, does hereby implement the wastewater hookup fee changes as described in EXHIBIT A, attached hereto and, by this reference, incorporated herein as if set forth in full, effective October 1, 2019.


APPROVED BY THE MAYOR AND THE CITY OF NAMPA, IDAHO, THIS 20TH DAY OF MAY, 2019.

Approved:

__________________________________
Mayor

Attest:

city Clerk
### WASTEWATER Hookup Fees

<table>
<thead>
<tr>
<th>Non-Industrial Hookup Fees*</th>
<th>Description - Waste Strength BOD mg/l</th>
<th>Current Fees</th>
<th>Proposed Fees</th>
<th>Percent Change</th>
<th>Est Annual Dollar Incr</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Collection Fee - SE1: Waste Strength BOD mg/l (0000-0200)</td>
<td>$1,613.00</td>
<td>$1,711.00</td>
<td>6.08%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Treatment Fee - SE1: Waste Strength BOD mg/l (0000-0200)</td>
<td>$1,249.00</td>
<td>$1,249.00</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Collection Fee - SE2: Waste Strength BOD mg/l (0200-0400)</td>
<td>$1,613.00</td>
<td>$1,711.00</td>
<td>6.08%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Treatment Fee - SE2: Waste Strength BOD mg/l (0200-0400)</td>
<td>$1,144.00</td>
<td>$1,214.00</td>
<td>6.12%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Collection Fee - SE3: Waste Strength BOD mg/l (0400-0600)</td>
<td>$1,613.00</td>
<td>$1,711.00</td>
<td>6.08%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Treatment Fee - SE3: Waste Strength BOD mg/l (0400-0600)</td>
<td>$1,608.00</td>
<td>$1,706.00</td>
<td>6.09%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Collection Fee - SE4: Waste Strength BOD mg/l (0600-0800)</td>
<td>$1,613.00</td>
<td>$1,711.00</td>
<td>6.08%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Treatment Fee - SE4: Waste Strength BOD mg/l (0600-0800)</td>
<td>$2,071.00</td>
<td>$2,197.00</td>
<td>6.08%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Collection Fee - SE5: Waste Strength BOD mg/l (0800-1000)</td>
<td>$1,613.00</td>
<td>$1,711.00</td>
<td>6.08%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Treatment Fee - SE5: Waste Strength BOD mg/l (0800-1000)</td>
<td>$2,946.00</td>
<td>$3,125.00</td>
<td>6.08%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Collection Fee - SE6: Waste Strength BOD mg/l (1000-1500)</td>
<td>$1,613.00</td>
<td>$1,711.00</td>
<td>6.08%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Treatment Fee - SE6: Waste Strength BOD mg/l (1000-1500)</td>
<td>$3,757.00</td>
<td>$3,986.00</td>
<td>6.10%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Collection Fee - SE7: Waste Strength BOD mg/l (1500-2000)</td>
<td>$1,613.00</td>
<td>$1,711.00</td>
<td>6.08%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Treatment Fee - SE7: Waste Strength BOD mg/l (1500-2000)</td>
<td>$4,917.00</td>
<td>$5,217.00</td>
<td>6.10%</td>
<td></td>
</tr>
</tbody>
</table>

### Industrial Hookup Fees

<table>
<thead>
<tr>
<th>Industrial Hookup Fees</th>
<th>Description - Flow (per mgd)</th>
<th>Current Fees</th>
<th>Proposed Fees</th>
<th>Percent Change</th>
<th>Est Annual Dollar Incr</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Hookup Fee - Indamental - Flow (per mgd)</td>
<td>$5,769,214.00</td>
<td>$6,120,559.00</td>
<td>5.69%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Hookup Fee - Indamental - BOD (per lb / day)</td>
<td>$5,769,214.00</td>
<td>$6,120,559.00</td>
<td>5.69%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Hookup Fee - Indamental - TSS (per lb / day)</td>
<td>$104.00</td>
<td>$111.00</td>
<td>6.61%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Hookup Fee - Indamental - TP (per lb / day)</td>
<td>$3,757.00</td>
<td>$3,986.00</td>
<td>6.10%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Hookup Fee - Indamental - TKN (per lb / day)</td>
<td>$164.00</td>
<td>$174.00</td>
<td>6.10%</td>
<td></td>
</tr>
</tbody>
</table>

### Comments on Competitiveness of New Rate

Reasons Why Fee Change is Needed and What New Funding Will be Used For

Increase based on changes in the PPI - West (Producer Price Index) Construction Cost Index from October 2017 - October 2018 (6.09% increase), with fees rounded to whole dollars.

Fee increase needed for systematic replacement of wastewater infrastructure to provide continuous and reliable utility services. Hookup fees shall apply to all new connections (and change of use for existing connections) occurring on or after October 1, 2019.
ORDINANCE NO. _________

AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS 2700 E. AMITY AVENUE, COMPRISING APPROXIMATELY 0.5 ACRES, MORE OR LESS, LAY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, IDAHO, AS PART OF THE RS 7 (SINGLE FAMILY RESIDENTIAL – WITH A "REQUIRED PROPERTY AREA" OF AT LEAST 7,000 SQUARE FEET) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND, DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215.

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

Section 1. That the Nampa City Council, upon recommendation of the Planning & Zoning Commission, and following the public notice and hearing procedures set forth in the Local Land Use Planning Act and Nampa City Code § 10-03-08 and Chapter 2, Title 10, approved Case No. ANN 115-2019 (Ricardo Reyes Annexation) at a public hearing held on May 20, 2019.

Section 2. The following described property, commonly known as 2700 E. Amity Avenue, comprising approximately 0.5 acres, more or less, is contiguous to the City of Nampa, Idaho, and the applicant has requested that said following described property should be annexed into the City of Nampa as RS 7 (Single Family Residential – With a "Required Property Area" of at Least 7,000 Square Feet):

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

Section 3. That the above-described property is hereby annexed into the corporate limits of the City of Nampa and zoned RS 7 (Single Family Residential – With a "Required Property Area" of at Least 7,000 Square Feet).

Section 4. That the City Engineer and the Planning & Zoning Director of the City of Nampa, Idaho, are hereby instructed to so designate the same above described property on the
official zoning map and other area maps of the City of Nampa, Idaho as lying within the city limits and zoned RS 7 (Single Family Residential – With a “Required Property Area” of at Least 7,000 Square Feet).

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, this 20th day of May, 2019.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 20th day of May, 2019.

Attest:

______________________________  ________________________________
Mayor Debbie Kling              City Clerk
EXHIBIT “A”

Legal Description

2700 EAST AMITY AVENUE, NAMPA

Commencing at the East 1/16 corner between Sections 26 and 35, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, thence

North 00° 14’ 42” East a distance of 186.01 feet to the TRUE POINT OF BEGINNING; thence

North 00° 14’ 42” East a distance of 229.05 feet; thence

South 48° 42’ 44” East a distance of 93.50 feet; thence

South 33° 04’ 30” East a distance of 119.20 feet; thence

South 00° 14’ 42” West a distance of 69.15 feet; thence

North 89° 17’ 29” West a distance of 136.00 feet to the TRUE POINT OF BEGINNING.
City of Nampa
Public Works Department
May 20, 2019
Public Hearing for Proposed
Wastewater Rates and Fees &
Wastewater Hookup Fees
Increases
FY20 Wastewater Rate Increases
Commitment to our Customers

The City of Nampa’s WWTP Goal is to:

• Provide exceptional service to our customers
• Preserve current infrastructure as the community continues to grow and provide economic opportunities
• Fund wastewater operations, maintenance, and infrastructure
• Remain transparent and offer cost-effective solutions
• Hold the City’s water to the highest standard in quality and safety
• Minimize our environmental footprint while working with our community to protect and enhance our water resource
Historical Review – Following the Facility Plan

• Which revenue strategy does the Council prefer?
  • Scenario A: 15.5% Annual Increases
  • Scenario B: 16.75% Annual Increases *

• Staff recommendation: Scenario B
  • Mitigates risk of not receiving all anticipated SRF loan funding (annual appropriations)

* Board of Appraisers recommendation
Rate Increase Forecast

Wastewater Utility Revenue Requirement Forecast

<table>
<thead>
<tr>
<th></th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
<th>FY21</th>
<th>FY22</th>
<th>FY23</th>
<th>FY24</th>
<th>FY25</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annual Rate Increase</strong></td>
<td>0.00%</td>
<td>16.75%</td>
<td>16.75%</td>
<td>16.75%</td>
<td>16.75%</td>
<td>16.75%</td>
<td>16.75%</td>
<td>8.28%</td>
</tr>
<tr>
<td><strong>Average Monthly Residential Bill</strong>¹</td>
<td>$24.47</td>
<td>$28.54</td>
<td>$33.31</td>
<td>$38.90</td>
<td>$45.40</td>
<td>$53.02</td>
<td>$61.87</td>
<td>$66.96</td>
</tr>
<tr>
<td><strong>1.5% Median Monthly Household Income</strong>²</td>
<td>$51.51</td>
<td>$51.51</td>
<td>$51.51</td>
<td>$51.51</td>
<td>$51.51</td>
<td>$51.51</td>
<td>$51.51</td>
<td>$51.51</td>
</tr>
</tbody>
</table>

¹Bills shown do not reflect findings from the cost-of-service analysis.
²Based on 2016 MHI of $41,210.

Less than $5 increase
Combined Monthly Water/Sewer Bills Comparison (2019)

<table>
<thead>
<tr>
<th>City</th>
<th>Water</th>
<th>Sewer</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bend</td>
<td>$36.21</td>
<td>$59.89</td>
<td>$96.10</td>
</tr>
<tr>
<td>SUEZ Water/Boise</td>
<td>$23.10</td>
<td>$35.64</td>
<td>$58.74</td>
</tr>
<tr>
<td>Meridian</td>
<td>$15.44</td>
<td>$41.41</td>
<td>$56.85</td>
</tr>
<tr>
<td>Pocatello (Metered)</td>
<td>$22.59</td>
<td>$30.55</td>
<td>$53.14</td>
</tr>
<tr>
<td>Coeur d'Alene</td>
<td>$13.40</td>
<td>$37.98</td>
<td>$51.38</td>
</tr>
<tr>
<td>Caldwell</td>
<td>$14.25</td>
<td>$34.88</td>
<td>$49.13</td>
</tr>
<tr>
<td>Idaho Falls (Metered)</td>
<td>$31.12</td>
<td>$14.39</td>
<td>$45.51</td>
</tr>
<tr>
<td>Nampa (FY19, BOA Rec.)</td>
<td>$15.36</td>
<td>$28.54</td>
<td>$43.90</td>
</tr>
</tbody>
</table>

Water | Sewer
Cost of Service Shift

<table>
<thead>
<tr>
<th>Cost Components</th>
<th>FY2020 Allocation Prior to FY19</th>
<th>FY2020 Allocation Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base</td>
<td>$656,070</td>
<td>$468,154</td>
</tr>
<tr>
<td>Flow</td>
<td>$6,921,360</td>
<td>$6,383,872</td>
</tr>
<tr>
<td>BOD</td>
<td>$2,495,027</td>
<td>$2,391,685</td>
</tr>
<tr>
<td>TSS</td>
<td>$1,575,057</td>
<td>$2,008,331</td>
</tr>
<tr>
<td>TKN</td>
<td>$1,918,860</td>
<td>$2,158,160</td>
</tr>
<tr>
<td>TP</td>
<td>$44,268</td>
<td>$200,439</td>
</tr>
</tbody>
</table>

Key:
- TP – Phosphorus
- TKN – Nitrogen
- TSS – Suspended Solids
- BOD – Biochemical Oxygen Demand

Presents a shift from residential, retail to industrial customers.
Cost of Service Historical Review

• How should the City implement the COSA findings?
  • No phasing (move to full cost of service)
  • 2-year phase-in (50% of COS adjustment)
  • 5-year phase-in (20% of COS adjustment) *

* Board of Appraisers recommendation
## Customer Class Definitions

<table>
<thead>
<tr>
<th>Customer Class</th>
<th>Example Customer Types</th>
<th># of Accounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>SE1 (BOD: 0 – 200 mg/L)</td>
<td>Laundromats &amp; car washes</td>
<td>29</td>
</tr>
<tr>
<td>SE2 (BOD: 200 – 400 mg/L)</td>
<td>Residential &amp; retail stores</td>
<td>27,302</td>
</tr>
<tr>
<td>SE3 (BOD: 400 – 600 mg/L)</td>
<td>Hospitals and daycares</td>
<td>66</td>
</tr>
<tr>
<td>SE4 (BOD: 600 – 800 mg/L)</td>
<td>Restaurants</td>
<td>155</td>
</tr>
<tr>
<td>SE5 (BOD: 800 – 1,000 mg/L)</td>
<td>Other non-residential</td>
<td>1</td>
</tr>
<tr>
<td>SE6 (BOD: 1,000 – 1,500 mg/L)</td>
<td>None currently</td>
<td>None</td>
</tr>
<tr>
<td>SE7 (BOD: 1,500 – 2,000 mg/L)</td>
<td>Special permit</td>
<td>None</td>
</tr>
<tr>
<td>Industrial</td>
<td>Large industrial users</td>
<td>9</td>
</tr>
</tbody>
</table>
## FY19 Cost of Service Shift

### Existing Rates (2018) vs. 2019 COS Rates (Scenario B: 16.75% Rev. Inc.)

<table>
<thead>
<tr>
<th>Category</th>
<th>Existing Rates (2018)</th>
<th>2019 COS Rates</th>
<th>Full COS</th>
<th>2-Year Phase-In</th>
<th>5-Year Phase-In</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>All Customers Except Industrial Users:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Base Rate (per Account)</td>
<td>$7.60</td>
<td>$8.56</td>
<td>$8.72</td>
<td>$8.81</td>
<td></td>
</tr>
<tr>
<td>Volume Rates (per ccf of Water Use)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SE1 (BOD: 0 – 200 mg/L)</td>
<td>$1.94</td>
<td>$2.53</td>
<td>$2.40</td>
<td>$2.32</td>
<td></td>
</tr>
<tr>
<td>SE2 (BOD: 200 – 400 mg/L)</td>
<td>$2.41</td>
<td>$2.72</td>
<td>$2.77</td>
<td>$2.79</td>
<td></td>
</tr>
<tr>
<td>SE3 (BOD: 400 – 600 mg/L)</td>
<td>$3.12</td>
<td>$4.30</td>
<td>$3.97</td>
<td>$3.77</td>
<td></td>
</tr>
<tr>
<td>SE4 (BOD: 600 – 800 mg/L)</td>
<td>$3.66</td>
<td>$5.04</td>
<td>$4.66</td>
<td>$4.43</td>
<td></td>
</tr>
<tr>
<td>SE5 (BOD: 800 – 1,000 mg/L)</td>
<td>$4.52</td>
<td>$6.58</td>
<td>$5.93</td>
<td>$5.54</td>
<td></td>
</tr>
<tr>
<td>SE6 (BOD: 1,000 – 1,500 mg/L)</td>
<td>$5.35</td>
<td>$8.14</td>
<td>$7.24</td>
<td>$6.71</td>
<td></td>
</tr>
<tr>
<td>SE7 (BOD: 1,500 – 2,000 mg/L)</td>
<td>$6.48</td>
<td>$10.07</td>
<td>$8.85</td>
<td>$8.13</td>
<td></td>
</tr>
<tr>
<td><strong>Industrial User Rates:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>per Million Gallons of Flow</td>
<td>$2,374.99</td>
<td>$2,481.53</td>
<td>$2,627.16</td>
<td>$2,714.55</td>
<td></td>
</tr>
<tr>
<td>per Pound of BOD</td>
<td>$0.210</td>
<td>$0.324</td>
<td>$0.284</td>
<td>$0.261</td>
<td></td>
</tr>
<tr>
<td>per Pound of TSS</td>
<td>$0.170</td>
<td>$0.286</td>
<td>$0.242</td>
<td>$0.216</td>
<td></td>
</tr>
<tr>
<td>per Pound of TKN</td>
<td>$1.450</td>
<td>$2.270</td>
<td>$1.982</td>
<td>$1.808</td>
<td></td>
</tr>
<tr>
<td>per Pound of TP</td>
<td>$0.150</td>
<td>$1.002</td>
<td>$0.589</td>
<td>$0.341</td>
<td></td>
</tr>
</tbody>
</table>
Hookup Fee Historical Review

• How often should the City update its hookup fees?
  • Annually? *
  • As part of system planning cycles?
  • Some other frequency?

• Should the City adjust hookup fees annually for inflation between updates?

* Board of Appraisers recommendation
<table>
<thead>
<tr>
<th>Wastewater Hookup Fees</th>
<th>Current Fees (Eff. 10/1/18)</th>
<th>Proposed Fees (Eff. 10/1/19)</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Non-Industrial Hookup Fees</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Collection Fee</td>
<td>$1,613</td>
<td>$1,711</td>
<td>+6.08%</td>
</tr>
<tr>
<td>Treatment Fee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SE1 (BOD: 0 – 200 mg/L)</td>
<td>$497</td>
<td>$527</td>
<td>+6.04%</td>
</tr>
<tr>
<td>SE2 (BOD: 200 – 400 mg/L)</td>
<td>$1,144</td>
<td>$1,214</td>
<td>+6.12%</td>
</tr>
<tr>
<td>SE3 (BOD: 400 – 600 mg/L)</td>
<td>$1,608</td>
<td>$1,706</td>
<td>+6.09%</td>
</tr>
<tr>
<td>SE4 (BOD: 600 – 800 mg/L)</td>
<td>$2,071</td>
<td>$2,197</td>
<td>+6.08%</td>
</tr>
<tr>
<td>SE5 (BOD: 800 – 1,000 mg/L)</td>
<td>$2,946</td>
<td>$3,125</td>
<td>+6.08%</td>
</tr>
<tr>
<td>SE6 (BOD: 1,000 – 1,500 mg/L)</td>
<td>$3,757</td>
<td>$3,986</td>
<td>+6.10%</td>
</tr>
<tr>
<td>SE7 (BOD: 1,500 – 2,000 mg/L)</td>
<td>$4,917</td>
<td>$5,217</td>
<td>+6.10%</td>
</tr>
<tr>
<td><strong>Industrial Hookup Fees</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>per Million Gallons of Flow</td>
<td>$5,769,214</td>
<td>$6,120,559</td>
<td>+6.09%</td>
</tr>
<tr>
<td>per Pound of BOD</td>
<td>$441</td>
<td>$468</td>
<td>+6.12%</td>
</tr>
<tr>
<td>per Pound of TSS</td>
<td>$505</td>
<td>$536</td>
<td>+6.14%</td>
</tr>
<tr>
<td>per Pound of TKN</td>
<td>$3,683</td>
<td>$3,907</td>
<td>+6.08%</td>
</tr>
<tr>
<td>per Pound of TP</td>
<td>$164</td>
<td>$174</td>
<td>+6.10%</td>
</tr>
</tbody>
</table>

Reflects 6.09% change in the PPI-West Construction Cost Index from Oct 2017 – Oct 2018

FY20 Wastewater Rates and Fees & Wastewater Hookup Fees Increase Proposal
Fund Projection

Revenue Totals:
Expense Totals:
Fund Balance:
Minimum Fund Balance:

Start Phase II Construction
Opportunity to lower rate increase request

FY20 Wastewater Rates and Fees & Wastewater Hookup Fees Increase Proposal
Minimizing Impacts

• Asking for additional rate increases is a difficult decision
• We have challenged the wastewater team to evaluate potential savings
• Design Review Committee actively engaged in identifying savings
• Today’s estimated savings $17 million to $25 million
Finding Efficiencies

The following are some potential cost savings from the original facility plan:

- Reuse requires less filtration
- Repurpose existing building instead of creating a new lab
- Inflationary savings by moving digester forward
- Co-thickening in existing build instead of new
Questions
The Supporting Documentation for this item is included with Item 6-1
Item 6-3 is continued until June 3, 2019 at 7:00 PM
PLANNING & ZONING DEPARTMENT

Before the City Council
Meeting of 20 May 2019

PUBLIC HEARING ITEM
STAFF REPORT

Analyst: Kristi Watkins
Applicant(s): Providence Properties as Applicant/Kent Brown as representative(s)
File(s): ZMA 104-19 & DAMO 028-19

Requested/Needful Action:

1. Rezone a portion of land from RS 8.5 (Single-Family Residential) to RS-7 (Single-Family Residential) and expand the existing RP zone; and,

   (Decision Required: Approval or Denial)

2. Modification of a Development Agreement (land use contract) of Ordinance 3771 recorded on February 8, 2008 as Instrument # 2008006946 and Ordinance 3772 recorded on February 8, 2008 as Instrument # 2008006947 replacing with new Recitals, Conditions, Elevations and Preliminary Plat to convert the originally approved RP and RS 8.5 zoned development to RP & RS 7 zoned development and,

   (Decision Required: Approval or Denial)

Pertaining to:
One (1) parcel of land located at 12203 Karcher Rd totaling some 30.53 acres, positioned in the NE ¼ of the NE ¼ of Section 13, T3N, R3W, Boise Meridian, Canyon County, Nampa, also referred to as Parcel #R3279600000 (hereinafter the "Property")...

History:


2/3/2008 – Comprehensive Plan Amendment, Rezone from RA to RS 8.5, (Ord. 3772, 07.5-07167), Rezone from RA to RP, (Ord. 3771, 07.5-07167), Development Agreement based on a
concept plan for professional offices in the RP zone and single-family residential lots in the RS8.5 zone, Preliminary Plat for Carrington Place Subdivision (P & Z Approved January 2008), for Quantum Investments.

5/5/2008 – Carrington Place Subdivision – 29 lots on 8.02 acres, Final Plat approval.

5/5/10 – Carrington Place Subdivision - Final Plat extension Request

RE-ZONING CONCLUSIONS OF LAW

10-2-3 (C) Annexations and/or Rezones/Zoning assignments must be reasonably necessary, in the interest of the public, further promote the purposes of zoning, and be in agreement with the adopted Comprehensive Plan for the neighborhood.

RE-ZONING FINDINGS OF FACT

PERTAINING TO THE APPROXIMATELY 6.36 ACRES OF LAND REQUESTED TO BE ZONED TO RP AND THE 24.86 ACRES OF LAND REQUESTED TO BE ZONED TO RS7:

Zoning: Regarding Applicant’s Proposed/Desired Annexation and Zoning Assignment Request Staff finds:

1. **Current Jurisdiction/Status:**
   The Property is currently within Nampa City; Property appears from aerial imagery to be clear of structures and to be relatively flat open ground; Property is either owned or optioned by the Applicant(s); and,

2. **Surrounding Zoning:**
   **North:** Canyon County – AG - (Caldwell Impact Area – Residential Estates [Low Density Residential = 2 d.u./acre])
   **South:** RS6 PUD (Single Family Residential -6,000 sq. ft minimum lot size)
   **East:** Canyon County - AG
   **West:** Canyon County - AG

3. **Immediately Surrounding Land Uses:**
   Generally: All areas immediately adjacent to this property are currently used for agricultural purposes. The two (2) properties to the northeast across Karcher and across the Karcher/Midway intersection are the Brown Bus, bus terminal and a Chevron Convenience Store/Fuel Station.

4. **Proposed Zoning:**
   **Pertaining to the RP Zoning expansion request:**
   The original RP zoned area was 3.55 acres and is requested to be expanded to 6.36 acres in and around the original location as it fronts Karcher Rd. This RP (Residential Professional) district is designed to accommodate residential (including multi-unit structures/projects) uses, and professional office developments. It is intended to be a less intensive land use district than a standard commercial zone and may be used as a buffer between the same and single-family residential areas; and,
Pertaining to the RS 7 Re-Zoning Request:
The original RS 8.5 area was 27.02 acres and is requested that 24.86 acres be rezoned to the RS 7 (Single Family Residential – 7,000 sq ft minimum lot size) district. This RS 7 district is designed to accommodate medium density single-family developments, 7,000 square foot lot sizes, and varied lot sizes with an average of 8,000 s.f. allowing for some smaller infill lots; and,

5. Reasonable:
That it may be variously argued that consideration for [re]zoning the Property is reasonable given that: a) the City has received an application to rezone the Property by amending its official zoning map by the Property owner or an Applicant having a valid, legal interest in the same; and, b) rezoning is a legally recognized legislative act long sanctioned under American administrative law; and, c) within the City of Nampa, zoning assignment is a long standing (and law sanctioned) practice; and, d) other lands in the vicinity of the Property have been zoned in such a way as to provide a transitional arrangement between commercial and single-family residential – whether viewed north south or east to west; and, e) the Property is eligible by law for consideration for rezoning; and, f) that the Applicant intends to develop the Property; and, g) City utility services are available to the Property (see aerial photo with utility lines displayed); and, h) emergency services are available to the Property; and,

6. Public Interest:
That Nampa has determined that it is in the public interest to provide multi use development opportunities and diverse land use types within its confines. Expressions of that policy are published in Nampa’s adopted Comprehensive/Master Plan, as well as embodied in its decisions to date regarding similar applications. Engineering has not called for a traffic impact study (TIS) to date for this proposal. The Applicant has presented argument(s) that a market need exists for the land use product they are seeking to develop on the Property (see Applicant’s narrative attached hereto); and,

7. Promotion of Zoning Purpose(s):
That among the general (and Nampa endorsed) purposes of zoning is to promote orderly, systematic development and patterns thereof which preserve and/or enhance public health, safety and welfare. Included in our residential zoning regulations, therefore, are standards governing commercial development which pertain to allowable land uses, building setbacks, building aesthetics, provision of parking and service drives, property landscaping, etc. While a preliminary plat was included with the application, Staff notes that any site development will be regulated by, and through, the building permit review process and will force application of zoning laws (including those iterated in Section 10-1-19 of Nampa’s zoning ordinance which, which together with other zoning statutes govern building heights, setbacks, landscaping, parking lot layout and striping, lighting and design of buildings and the parking area, etc.] against any construction on the Property; and,

8. Services:
That utility and emergency services are/can be made available to the Property (see aerial photo with utility lines displayed and City Engineering memorandum hereto attached); and,
Note:
The preceding general statements are offered as possible [preliminary] positive oriented findings, and are not intended to be all inclusive or inarguable. They are simply provided to the Commission in the event that the requested entitlements are recommended to Council for approval.

In summary, the Property may be zoned RP and RS 7, but nothing will [ultimately] force the Council to do so as it acts in its quasi-judicial capacity to decide on the proper land use zone/district to assign to the Property. Given the findings noted above, however, the expansion of the RP zoning and the rezone from RS 8.5 to RS 7 is certainly an "entertainable" request and is recommended for this property...

DEVELOPMENT AGREEMENT MODIFICATION

Criteria to guide the Commission in making a recommendation to Council regarding a proposed Development Agreement Modification, and to subsequently guide the Council in deciding/decision whether to allow a Development Agreement Modification, are absent from state statute or City ordinance. Thus, approving -- or not -- this application becomes a purely discretionary matter/decision on the part of the City in reaction to this DA contract modification application. In other words, whether to recommend favorably to the City Council that the change(s), as contemplated by the application that instigated this report, be approved or approved with some alterations is thus a subjective decision for the Commission to make.

Attached, is a copy of Ordinance 3771 recorded on February 8, 2008 as Instrument # 2008006946 and Ordinance 3772 recorded on February 8, 2008 as Instrument # 2008006947 which has, as a part thereof, the Development Agreement referenced by this report. The request is to replace the two (2) previous Development Agreements in their entirety with a newly formed Development Agreement more applicable to the proposed zones and development.

As the process of rezoning and Development Agreement modification is a two-step endeavor, the applicant will prepare a new Development Agreement document for Council’s review prior to the reading of the ordinance that will/would enact the Development Agreement Modification.

An approved Development Agreement, associated with an approved development plan, building style and type, and, density is already assigned to the Property (Ord. # 3771 & 3772). That entitlement runs [still] with the land. The present application before the Council proposes a change to the original Agreement, including replacing the approved concept site plan (i.e., parking lot and building layout, building design) with the four-plex layout (as shown in the preliminary plat) for the RP zoned portion of the property and elevations and minimum lot size requirements for the RS 7 zoned portion of the property.
AGENCY COMMENTS in regards to the REZONE, DEVELOPMENT AGREEMENT MODIFICATION AND PRELIMINARY PLAT

a. Agency/City department comments have been received regarding this matter. Such correspondence as received from agencies or the citizenry regarding this application package [received by noon April 3, 2019] is hereafter attached.

1. An April 4, 2019, memorandum from the Nampa City Engineering Division, authored by Caleb Laclair indicates:
   a. License Agreements shall be obtained for improvements within Irrigation District Easements prior to construction drawing approval; and,
   b. A ROW permit shall be obtained from ITD for work within State HWY 55 ROW; and,
   c. A ROW permit shall be obtained from the City of Nampa for work within the Midland ROW; and,
   d. An Erosion & Sediment Control Permit shall be obtained from the City of Nampa prior to construction; and,
   e. Plat, access, drainage, water, sewer and pressure irrigation comments shall be addressed to obtain approval of construction drawings; and,

2. Submit the Traffic Impact Study to the Idaho Transportation Department for review; and,

3. Submit Idaho Transportation Department Traffic Impact Study comments to the City of Nampa Engineering Department and the Canyon Highway District #4 at the time of civil plan review; and,

4. ITD ROW Permit 3-18-380, applied for by the previous owner/applicant, was approved by Erika Bowen on May 26, 2016 for Karcher Rd and Midway Rd for a property zoned Commercial and Residential; and,

5. A March 8, 2019 memorandum from the Nampa City Engineering Division, GIS Section, authored by Alex Main indicating that there is a list of addressing/street naming comments/corrections required for the proposed Project; and,

6. A March 14, 2019 memorandum from the Nampa City Planner, Doug Critchfield in regards to the landscape plan with the following comments:
   a. Page L2.0- Note #14 – Change ‘City of Caldwell’ to ‘City of Nampa’;
   b. Page L2.0 – Add Note: “Builder Contractor shall obtain a fencing permit from the Nampa Building Department prior to construction of any fencing.”; and,

7. A March 12, 2019 email printout from the City Forestry Department authored by Carolynn Murray with the following comments:
   a. Please submit a plant list
   b. Class 1 trees shall be planted within 20’ center of center power poles
   c. No evergreens on public ROW including entrances to subdivisions; and,
8. A March 12, 2019 letter from the Nampa & Meridian Irrigation District authored by David Duvall indicating that they have no comment on the Project; and,

9. A March 11, 2019 memorandum from the Canyon Highway District #4 authored by Chris Hopper, P.E., in regards to access and traffic impacts on HWY 55 and the request to review comments from ITD as it pertains to improvement of/along HWY 55; and,

10. A March 29, 2019 letter from Idaho Transportation Department, authored by Sarah Arjona, Development Services Coordinator indicating the following:
   
   a. At full build out the access point on SH-55 will be restricted to right-in, right-out.
   b. The proposed spacing for unsignalized intersections, does not currently meet IDAPA requirements.
   c. The Traffic Impact Study needs to provide justification for access onto the State Highway System.
   d. ITD reserves the right to make further comment upon review of the Traffic Impact Study, which had not been submitted to ITD at the time of this letter.
   e. Applicant shall contact ITD to determine if the current TIS addresses all access and traffic concerns.
   f. Idaho Code does not allow advertising with the ROW of any State Highway; and,

11. On February 27, 2019, Neil Jones with the Nampa Building Department made a note in the EnerGov permitting program indicating they will require a top of foundation wall or finish floor elevation, on the construction plans before the final plat will be approved; and,

12. Staff has not received commentary from any surrounding property owners or neighbors either supporting or opposing this request.

RECOMMENDED CONDITIONS OF APPROVAL

Should the Commission vote to approve the Preliminary Plat request and recommend to the City Council that they approve the requested Rezone proposal and Development Agreement Modification(s) application, Staff would recommend that the Commission consider imposing the following Condition(s) of Approval against the requests/Applicant(s):

1. Provide a new Development Agreement document, to include RECITALS, CONDITIONS and EXHIBITS:
   a. Total Area to be zone RP and RS 7, legal descriptions,
   b. Intent for development layout, density, etc,
   c. Elevations of Four Plex and Single Family residential structures; and,

2. Provide revised street names as per memo from Alex Main; and,
3. Provide revised landscape plans as per memos from Planning and Forestry Departments; and,

4. Provide top of foundation wall or finish floor elevation, on the construction plans prior to final plat approval; and,

5. Provide Irrigation District License Agreements; and,

6. Apply for ROW and Erosion Control Permits with the City of Nampa; and,

7. Provide an approved ROW permit from ITD; and,

8. <Any other condition(s) as the Commission concludes befit(s) the application package...>

**ATTACHMENTS**

- Copy of Vicinity Map (page/Exhibit 8)
- Copy of Comprehensive Plan Map snippet (page/Exhibit 9)
- Copy of aerial of Property and surrounds (pages/Exhibits 10)
- Copy of aerial photo showing utility line locations and diameters – blue water, pink pressure irrigation, green sewer (page/Exhibit 11)
- Copies of Zoning Map Amendment [Rezone], Development Agreement Modification and Preliminary Plat Application forms (pages/Exhibits 12-19)
- Copy of legal description of Property and zoning areas (pages/Exhibits 20-24)
- Copy of Ord. No. 3771 & 3772 Development Agreement (pages/Exhibits 25-88)
- Copy of [any] inter-departmental/agency/citizen correspondence (pages/Exhibits 89+)
BROWNSTONE ESTATES
Rezone Development Agreement Modification & Preliminary Plat
ZMA-104, DAMO-128 & SPP-039-2019
3/29/2019
For illustration purposes only
BROWNSTONE ESTATES
Rezone, Development Agreement
Modification & Preliminary Plat
ZMA-104, DAMO-128
& SPP-039-2019
3/29/2019
Visit Planning & Zoning
at cityofnampa.gov for more info.
PROJECT LOCATION

Brownstone Estates

ZMA-104, DAMO-128 & SPP-039-2019

Visit Planning & Zoning at cityofnampa.us for more info.
APPLICATION FOR AMENDMENT OF ZONING ORDINANCE OR MAP
PLANNING AND ZONING DEPARTMENT
411 3RD STREET S., NAMPA, IDAHO 83651  P: (208) 469-4487 F: (208) 465-2261
Nonrefundable Fee: $406.00 (1 acre or less) Nonrefundable Fee: $811.00 (more than 1 acre)
Or $213.00 for a text amendment

Applicant/Representative Name
PROVIDENCE PROPERTIES LLC / KENT BROWN
Home Number
208-695-2000 / 208-871-6842
Street Address
701 S ALLEN ST STE 401 / 3161 SPRINGWOOD DR
Phone Number
Mobile Number
Email
marmuth@hubblehomes.com
kentkb@gmail.com
City
MERIDIAN / MERIDIAN
State
IDAHO / IDAHO
Zip code
83642 / 83642

Property Owner Name
PETERMAN Nampa llc
Home Number
208-695-2000
Street Address
3865 N JULLION WAY
Email
marmuth@hubblehomes.com
City
BOISE
State
IDAHO
Zip Code
83704

Applicant's interest in property: ( ) Own ( ) Rent ( X ) Other
OPTION
ADDRESS OF SUBJECT PROPERTY: 12203 KARCHER RD NAMPA

Please provide the following REQUIRED DOCUMENTATION:

☑ Completed Application
☑ A copy of one of the following:
☐ Warranty Deed ☑ Proof Of Option ☐ Earnest Money Agreement
☑ Signed & Notarized Affidavit of Legal Interest (attached). Form must be completed by the legal owner (If owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to show that the person signing is an authorized agent)
☑ Original Legal description of property AND a legible WORD formatted document with Closure Calcs. (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

Project Description

➢ State the zoning desired for the subject property: TO REZONE THE PROPERTY TO RS 7 AND REVISE THE RP ZONING ON SITE TO MATCH TO NEW DESIGN AND LAYOUT

➢ State (or attach a letter stating) the reason for the proposed change, together with any other information considered pertinent to the determination of the matter. In the case of a text amendment please attach the full text of the proposed amendment. SEE ATTACHED LETTER

Dated this 30th day of JANUARY, 2019

Applicant Signature

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 will then make its recommendation to the City Council. The City Council will then hold a second public hearing. Notice of the public hearings must be published in the Idaho Press-Tribune 15 days prior to said hearings. In the case of map amendments notice shall also be posted on the premises not less than 1 week prior to the hearings and notices will be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.

OFFICE USE ONLY

FILE NUMBER: ZMA/ZMA-104-2019

PROJECT NAME Brownstone Estates

12/11/13 Revised
APPLICATION FOR A DEVELOPMENT AGREEMENT - MODIFICATION
PLANNING AND ZONING DEPARTMENT
411 3RD STREET S., NAMPA, IDAHO 83651 P: (208) 468-4487 F: (208) 465-2261
Nonrefundable Fee: $452.00 (1 acre or less) Nonrefundable Fee: $910.00 (more than 1 acre)

Applicant/Representative Name: PROVIDENCE PROPERTIES LLC / KENT BROWN
Home Number: 208-695-2000 / 208-871-6842
Mobile Number: 
City: MERIDIAN/MERIDIAN State: IDAHO / IDAHO Zip code: 83642 / 83642
Email: marmuth@hubblehomes.com kentkb@gmail.com

Property Owner Name: PETERMAN NAMPA LLC
Home Number: 208-695-2000
Mobile Number: 
Street Address: 3865 N JULLION WAY
City: BOISE State: IDAHO Zip Code: 83704
Email: marmuth@hubblehomes.com

Applicant’s interest in property: ( ) Own ( ) Rent ( X ) Other OPTION

ADDRESS OF SUBJECT PROPERTY: 12203 KARCHER RD NAMPA

Please provide the following REQUIRED DOCUMENTATION to complete the Development Agreement Modification:

☑ Completed Application
☑ A copy of one of the following:
☐ Warranty Deed ☐ Proof of Option ☐ Earnest Money Agreement
☑ Original Legal description of property AND a legible WORD formatted document. (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

Project Description

☑ State (or attach a letter stating) the details of the requested development agreement modification for the
subject property:

MODIFY THE EXISTING DEVELOPMENT AGREEMENT TO MATCH THE BROWNSTONE
DESIGN AND LAYOUT

Dated this 30th day of JANUARY, 2019

Applicant Signature

This application will be referred to the Nampa Planning Commission for a recommendation on the development agreement. The Planning Commission shall hold a public hearing and will then make its recommendation to the City Council. The City Council will then hold a second public hearing. Notice of the public hearings must be published in the Idaho Press-Tribune 15 days prior to said hearings. Notice shall also be posted on the premises of the subject property not less than 1 week prior to the hearings. Notices will also be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.

OFFICE USE ONLY

FILE NUMBER: DAMO-028-2019

PROJECT NAME: Brownstone Estates modify Ord #3489

07/11/16 Revised
### A. GENERAL INFORMATION

<table>
<thead>
<tr>
<th>Subdivision Name</th>
<th><strong>BROWNSTONE ESTATES</strong></th>
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<tr>
<td>Total Acres</td>
<td><strong>12203 KARCHER ROAD</strong></td>
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<td><em>ORSM RSM RD RML RMH RD BN CB BF IP IL IH AG</em></td>
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<tr>
<td>Property Address(es)</td>
<td>12203 KARCHER ROAD</td>
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<tr>
<td>Legal Description</td>
<td><strong>SEE ATTACHED</strong></td>
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<td>Canyon County Parcel Account Number(s)</td>
<td><strong>R3279600000</strong></td>
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<tr>
<td>Existing Zoning. (Circle one) RA RS RSM RD RML RMH RD BN CB BF IP IL IH AG</td>
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### B. OWNER/ APPLICANT INFORMATION

#### Owner of Record

<table>
<thead>
<tr>
<th>Name</th>
<th>PETERMAN NAMPA LLC</th>
</tr>
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<tbody>
<tr>
<td>Address</td>
<td>3865 JULLION WAY</td>
</tr>
<tr>
<td>City</td>
<td>BOISE</td>
</tr>
<tr>
<td>State</td>
<td>IDAHO</td>
</tr>
<tr>
<td>Telephone</td>
<td>208-695-2000</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:MARMUTH@HUBBLEHOMES.COM">MARMUTH@HUBBLEHOMES.COM</a></td>
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<tr>
<td>Fax</td>
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#### Applicant

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<tr>
<th>Name</th>
<th>PROVIDENCE PROPERTIES</th>
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<tbody>
<tr>
<td>Address</td>
<td>701 S ALLEN ST STE 401</td>
</tr>
<tr>
<td>City</td>
<td>MERIDIAN</td>
</tr>
<tr>
<td>State</td>
<td>IDAHO</td>
</tr>
<tr>
<td>Telephone</td>
<td>208-695-2000</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:MARMUTH@HUBBLEHOMES.COM">MARMUTH@HUBBLEHOMES.COM</a></td>
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<td>Fax</td>
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#### Engineer/Surveyor/Planner

<table>
<thead>
<tr>
<th>Name</th>
<th>RICH TOMLINSON/ GREG CARTER /KENT BROWN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>3161 E SPRINGWOOD DR</td>
</tr>
<tr>
<td>City</td>
<td>MERIDIAN ID 83642</td>
</tr>
<tr>
<td>State</td>
<td></td>
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<tr>
<td>Telephone</td>
<td>208-871-6842</td>
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C. SUBDIVISION INFORMATION

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<tr>
<th>Lot Types</th>
<th>Number of Lots</th>
<th>Acres</th>
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DEADLINES FOR SUBMITTALS
The completed application and plat documents must be submitted to the Planning Department not later than _______. The Planning Commission meets on __________; applications are due approximately ___ weeks prior to that date.

All supplemental information to be added to the application file must be received by the Planning Department no later than 15 days prior to the public hearing date.

***Please do not submit a subdivision application until all items are completed. Incomplete applications will not be accepted or reviewed. ***

I understand:
1. This application is subject to acceptance by the City of Nampa upon determination that the application is complete.
2. The hearing date is tentative and subject to change with notice.
3. This application is subject to a public hearing before the Nampa Planning and Zoning Commission.
4. The application fee is non-refundable.

All information, statements, attachments, and exhibits included with this application submittal are true to the best of my knowledge.

Signature ___________________________ Date 1-30-19

For City Office Use Only

FEE $: _______________ CASH: _______ CHECK: _______ RECEIPT NO.: _______

DATE RECEIVED: ___________ RECEIVED BY: ___________ HEARING DATE: _______

2015 Engineering Division Development Policy Manual
Rev. Date: February 17, 2015
AFFIDAVIT OF LEGAL INTEREST

STATE OF IDAHO  )
COUNTY OF CANYON  )

A. I, Linda B. Peterman, whose address is
12203 Karcher Rd., being first duly
sworn upon oath, depose and say that I am the owner of record of the property described on the
attached application.

B. I grant my permission to Providence Properties, LLC, whose address is
701 South Allen St #104 Meridian, ID 83642, to submit the accompanying
application pertaining to the property described on the attached application.

C. I agree to indemnify, defend and hold the City of Nampa and its employees harmless from any claim
or liability resulting from any dispute as to the statements contained herein or as to the ownership of
the property which is the subject of the application.

Dated this 17th day of January, 2019.

SUBSCRIBED AND SWORN to before me the 17th day of January, 2019.

KARAL FULCHER
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 61619
MY COMMISSION EXPIRES 5-17-2019

City of Nampa
PLANNING and ZONING DEPARTMENT
CITY HALL  411 THIRD STREET SO.  NAMPA, IDAHO 83651
OFFICE (208) 469-5484  FAX (208) 465-2261

KARAL FULCHER
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 61619
MY COMMISSION EXPIRES 5-17-2019

Signature

Date

Residing at: Meridian, ID

Commission Expires: 5-17-19
## Owner Information

<table>
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<th>County</th>
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<tr>
<td>Parcel</td>
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<tr>
<td>Property Address</td>
<td>12203 KARCHER RD</td>
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<tr>
<td>Property City</td>
<td>NAMPA, ID</td>
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<tr>
<td>Primary Owner</td>
<td>PETERMAN NAMPA LLC</td>
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<td>Second Owner</td>
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<td>Owner Address</td>
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## Parcel Information

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## Improvements

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<td>Ambulance District</td>
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### Home Exemption

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### Land Characteristics

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<td>20</td>
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### Tax History

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### Related Instruments

### Parcel Changes

### Related Public Events - 3 Total

Data not verified by landproDATA
DESCRIPTION FOR
RP-ZONE
BROWNSTONE ESTATES SUBDIVISION

A parcel of land located in the NE 1/4 of the NE 1/4 of Section 13, Township 3 North, Range 3 West, Boise Meridian, Nampa, Canyon County, Idaho being more particularly described as follows:

Commencing at the NE corner of said Section 13 from which the E1/16 corner of said Section 13 bears South 89°21'46" West, 1325.46 feet,

thence along the North boundary line of said Section 13 South 89°24'46" West, 208.45 feet to the REAL POINT OF BEGINNING;

thence leaving said North boundary line South 05°39'07" East, 280.70 feet;

thence South 83°04'39" West, 172.43 feet;

thence South 28°25'30" West, 60.93 feet;

thence South 89°25'12" West, 667.79 feet;

thence North 08°35'47" East, 54.71 feet;

thence 12.10 feet along the arc of a curve to the right, said curve having a radius of 100.00 feet, a central angle of 06°56'06" and a long chord which bears North 12°03'50" East, 12.10 feet;

thence North 15°31'53" East, 155.11 feet;

thence 28.22 feet along the arc of a curve to the left, said curve having a radius of 100.00 feet, a central angle of 16°10'07" and a long chord which bears North 07°26'50" East, 28.13 feet;

thence North 00°38'14" West, 108.47 feet to a point on the North boundary line of said Section 13;

thence along said North boundary line North 89°21'46" East, 785.67 feet to the REAL POINT OF BEGINNING. Containing 6.36 acres, more or less.
KARCHER RD.

REAL POINT
OF BEGINNING

ZONE RP
6.36 ACRES

CURVE TABLE

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<th>CHORD BRG.</th>
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<td>28.13</td>
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<td>16°10'07&quot;</td>
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<td>12.10</td>
<td>12.10</td>
<td>N12°03'50&quot;E</td>
<td>6°56'06&quot;</td>
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</table>

SCALE: 1" = 200'

RE-ZONE EXHIBIT DRAWING FOR
RP ZONE
BROWNSTONE ESTATES SUBDIVISION
LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 13
T.3N., R.3W., B.M., CANYON COUNTY, IDAHO

IDaho Survey Group, LLC
9855 w. emerald st.
boise, idaho 83704
(208) 846-8570

Job No. 18-316
Sheet No. 1
Dwg. Date 12/12/2018
DESCRIPTION FOR
RS7-ZONE
BROWNSTONE ESTATES SUBDIVISION

A parcel of land located in the NE 1/4 of the NE 1/4 of Section 13, Township 3 North, Range 3 West, Boise Meridian, Nampa, Canyon County, Idaho being more particularly described as follows:

Commencing at the NE corner of said Section 13 from which the E1/16 corner of said Section 13 bears South 89°21'46" West, 1325.46 feet,

thence along the North boundary line of said Section 13 South 89°24'46" West, 208.45 feet

thence leaving said North boundary line South 05°39'07" East, 280.70 feet to the REAL POINT OF BEGINNING;

thence continuing South 05°39'07" East, 171.13 feet;

thence South 06°55'21" East, 611.48 feet;

thence 82.98 feet along the arc of a non-tangent curve to the left, said curve having a radius of 95.00 feet, a central angle of 50°02'55" and a long chord which bears South 31°56'52" East, 80.37 feet;

thence South 56°58'21" East, 39.31 feet to a point on the East boundary line of said Section 13;

thence along said East boundary line South 00°44'09" West, 178.79 feet to the N1/16 corner of said Section 13;

thence along the South boundary line of the NE 1/4 of the NE 1/4 of said Section 13 South 89°25'12" West, 942.56 feet;

thence leaving said South boundary line North 11°57'56" West, 273.41 feet;

thence North 35°04'07" West, 211.25 feet;

thence North 44°52'17" West, 127.20 feet;

thence North 37°51'33" West, 78.81 feet;

thence North 05°44'37" East, 151.94 feet;

thence North 08°35'47" East, 330.68 feet;

thence North 15°31'53" East, 151.18 feet;

thence North 24°48'30" East, 118.90 feet;

thence North 89°21'46" East, 126.68 feet;
thence South 00°38'14" East, 108.47 feet;

thence 28.22 feet along the arc of a curve to the right, said curve having a radius of 100.00 feet, a central angle of 16°10'07" and a long chord which bears South 07°26'50" West, 28.13 feet;

thence South 15°31'53" West, 155.11 feet;

thence 12.10 feet along the arc of a curve to the left, said curve having a radius of 100.00 feet, a central angle of 06°56'06" and a long chord which bears South 12°03'50" West, 12.10 feet;

thence South 08°35'47" West, 54.71 feet;

thence North 89°25'12" East, 667.79 feet;

thence North 28°25'30" East, 60.93 feet to a point on the North boundary line of said Section 13;

thence along said North boundary line North 83°04'39" East, 172.43 feet to the REAL POINT OF BEGINNING. Containing 24.86 acres, more or less.
ORDINANCE NO. 3771

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO CHANGING THE ZONE IDENTIFICATION SO AS TO REZONE APPROXIMATELY 3.55 ACRES OF REAL PROPERTY LOCATED AT 12203 KARCHER ROAD IN THE CITY OF NAMPA, CANYON COUNTY, IDAHO FROM RA TO RP SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE APPLICANT AND THE CITY OF NAMPA, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

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

Section 1: That the following described real property consisting of approximately 3.55 acres of real property located at 12203 Karcher Road in the City of Nampa, Canyon County, Idaho, and all thereof, which has been until this date zoned RA be, and the same is hereby, rezoned RP, and the use district or zone changed to RP, which said property so rezoned is described as follows, to wit:

See Exhibit A attached hereto and incorporated herein by this reference.

Property Address: 12203 KARCHER RD
NAMPA ID 83651-8108

Section 2: That this rezone ordinance is subject to and limited by that certain Development Agreement entered into between the parties.

Section 3: That the City Engineer is hereby directed to alter and change the Use and Area Map of the City of Nampa, Idaho, to comply with this Ordinance.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 4th DAY OF
February , 2008.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 4th DAY OF
February , 2008.

Approved:

By
State of Idaho  
Canyon County  

On this \text{16th} day of \text{February}, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Dale and Diana Lambing known to be the Mayor and City Clerk, of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument.

In Witness Thereof, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

\text{Julie Lockey}  
Residing at: Nampa, Canyon County, Idaho  
My Commission Expires: 05/11/2011
A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 13, TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO

A portion of the Northeast 1/4 of the Northeast 1/4, Section 13, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Commencing at a found Brass cap monument at the Northeast Section corner of said Section 13, from which a found Railroad Spike at the 1/4 Corner common to said Sections 12 and 13 bears South 89°21'46" West a distance of 2650.91 feet;

thence along the North line of said Section 13, South 89°21'46" West a distance of 968.51;

thence South 00°38'14" East a distance of 33.00 feet to the TRUE POINT OF BEGINNING on the south Right-of-Way of Karcher Road;

thence South 00°38'14" East a distance of 22.11 feet to a point at the beginning of a curve to the right;

thence along said curve to the right having a length of 77.68 feet, a radius of 228 feet, a central angle of 19°31'18", tangents of 39.22 feet, and a long chord which bears South 09°07'25" West, a chord distance of 77.31 feet to a point;

thence South 18°53'04" West a distance of 31.15 feet to a point;

thence South 00°12'05" East a distance of 71.71 feet to a point;

thence North 89°23'53" East a distance of 592.72 feet to a point;

thence North 84°27'06" East a distance of 211.00 feet to a point on the center line of the Isaiah Drain;

thence along said center line of the Isaiah Drain North 05°39'07" West a distance of 182.37 feet to a point on the south Right-of-Way of Karcher Road;

thence along said south Right-of-Way South 89°21'46" West a distance of 762.95 feet to the TRUE POINT OF BEGINNING.

Containing 3.551 acres; 154,695 square feet more or less.
Subject to all easements and rights-of-way of record or as otherwise may exist.

The Basis of Bearings for this description was established by G.P.S. survey techniques, projected to the Idaho State Plane Coordinate system, NAD 83 Datum, West Zone. All bearings shown are on grid azimuth. The convergence angle of -00°36'32.1" was calculated at the northeast corner of Section 13. The bearing from the found Brass Cap Monument marking the Northeast corner of Section 13 to the found Railroad Spike marking the North Quarter Corner of Section 13 is South 89°21'45" West.

Timothy J. Fox  PLS 7612  END OF DESCRIPTION

W:\Projects\206707-023\PRJ\PROJECT\DESCRIPTIONS\ZONING-COMMERCIAL-DESCRIPTION06-26-09.DOC
REZONE FROM RA (SUBURBAN RESIDENTIAL) TO RP (RESIDENTIAL PROFESSIONAL) FOR 3.55 ACRES AT 12203 KARCHER RD. (AN APPROXIMATE 30.55 ACRE PORTION OF THE NE ¼ OF THE NE ¼, SECTION 13, T3N, R3W, BM) FOR QUANTUM INVESTMENTS REALTY LLC. PROJECT #: 07.5-07167
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”), is made and entered into this 41st day of February, 2008 (the “Effective Date”), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the “City,” and Entrust Administration, Inc. FBO Jerry P. Rodman IRA Account #28504, and, Quantum Investments Realty (an Utah limited liability company), hereinafter collectively and severally referred to as “Owner/Developer.”

RECITALS

A. Owner/Developer is the owner of approximately 30.57 acres of real property legally described in Exhibit “A” attached hereto and made a part hereof (the “Property”).

B. Owner/Developer applied to City on May 15, 2007 (the “date of application”) for rezone of the Property from City RA (Suburban Residential) zoning to RP (Residential Professional) for 3.55 acres, and from RA to RS 8.5 (Single Family Residential—8,500 sq. ft. min. bldg. lot size) for 27.02 acres in anticipation of the development and construction of a subdivision (the “Project”).

C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 67-6511A, has the authority to rezone the Property and enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area.

D. City’s Planning and Zoning Commission and City’s City Council have held public hearings as prescribed by law with respect to the annexation, rezoning and development of the Property and this Agreement. City has approved the requested rezoning of the Property to RP and RS 8.5 subject to the terms and commitments contained in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated below, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the parties’ commitments applicable to the Property as set forth herein, or the zoning designation approved hereby as the Property has been deemed suitable for the uses allowed within said zoning designation.

2. The Project shall be developed in substantial conformance with one of the six different conceptual plans attached hereto as Exhibit “B” and made a part hereof (the “Conceptual Plan, Professional Office Designs, and Single-Family Dwelling [Unit] Designs”); provided, however, that Owner/Developer shall have limited flexibility to develop the Property to meet market conditions, and the only specific commitments concerning development of the Project which Owner/Developer is making are set forth herein. Upon recordation of this Agreement,
Owner/Developer shall have all approvals required from City for development of the Project in
general conformance with the Conceptual Plan.

3. This Agreement is intended to be supplemental to all other local, city, state and federal
Code requirements, rules and regulations, and is established to help assure the compatibility of
the resulting land use with the surrounding area. Provided, however, that to the extent this
Agreement conflicts with any provision of the Nampa City Code, this Agreement shall prevail to
the extent permitted by law.

4. The provisions and stipulations of this Agreement shall be binding on City,
Owner/Developer, each subsequent owner of the Property or portion thereof, and each other
person acquiring an interest in the Property and are, in no particular order, as set forth in the
conditions of approval attached hereto as Exhibit “C”, and by this reference incorporated herein.

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

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

7. This Agreement and the commitments contained herein shall be terminated, and the
zoning designation reversed, upon the failure of Owner/Developer, or each subsequent owner or
each person acquiring an interest in the Property, to comply with the commitments contained
herein within two (2) years after the Effective Date, and after the notice and hearing requirements
of Idaho Code Section 67-6509 have been complied with by City. Provided, however, no such
termination or reversal shall occur unless City provides written notice of Owner/Developer’s
failure to comply with the terms and conditions of this Agreement to Owner/Developer and
Owner/Developer fails to cure such failure within six (6) months of Owner/Developer’s receipt
of such notice. The two (2) year period of time for compliance with commitments may be
extended by City for good cause upon application for such extension by Owner/Developer, and
after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

8. Except as specifically set forth in this Agreement, the rules, regulations and official
policies governing permitted uses of land, density, design, improvements and construction
standards and specifications applicable to the Project and the Property shall be those rules,
regulations and official policies in effect as of the date of annexation. Provided, however, that
the applicable building codes for structures shall be the codes in effect when a complete
application for a building permit is filed. Development impact fees, if imposed by ordinance, shall
be payable as specified in said ordinance even if the effective date is after the date of this
Agreement or the annexation pursuant thereto.
9. It is intended by the parties that this Agreement shall be recorded on the Effective Date or as soon as practicable thereafter. The parties further intend that the provisions of this Agreement shall run with the Property and shall be binding upon City, Owner/Developer, each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

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

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

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

13. This Agreement may be executed in counterparts, each of which shall constitute an original, all of which together shall constitute one and the same Agreement.

14. In the event Owner/Developer, its successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, or in the event City, fail to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by either City or Owner/Developer or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.

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

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

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

d. In addition to the remedies set forth above, in the event of a default by Owner/Developer, or any other party claiming an interest herein, City may withhold building permits for any remaining lots within the development until such time as the default is cured.

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

CITY

City of Nampa, a municipal corporation

Tom Dale, Mayor

Attest: Diana Lambing, City Clerk

STATE OF IDAHO )
) ss.
County of Canyon )

On this 3rd day of October, 2007, before me the undersigned, a Notary Public in and for said State, personally appeared Tom Dale, known or identified to me, to be the Mayor of the City of Nampa, whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same, and was so authorized to do so for and on behalf of said City of Nampa.

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

Deborah Bishop
Notary Public for State of Idaho
Residing at Nampa, Canyon County, Idaho
Commission Expires: 06-13-2013
Owner: 
Entrust Administration, Inc. FBO Jerry P. Rodman IRA Account #28504

By: 

Name: 

Its: 

Approved: 

By: 

Jerry P. Rodman 1/4/08

State of Idaho
County of

On this ___ day of January, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared _____________, the _____________ of Entrust Administration, Inc., known to me to be the person who executed the within and foregoing instrument for and on behalf of said corporation, and acknowledged to me that said corporation 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 California
Residing at ____________________________
Commission Expires ____________________________
ACKNOWLEDGMENT

State of California
County of Alameda

On 01-08-08 before me, Irena Yann, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature __________________________ (Seal)

IRENA YANN
Commission # 1558478
Notary Public - California
Alameda County
My Commission Expires Mar 12, 2009
STATE OF UTAH  

) ss.  

County of Salt Lake  

On this 29th day of August, 2007, before me the undersigned, a Notary Public in and for said State, personally appeared Steven D. Tobias, known or identified to me to be the manager of Quantum Investments Realty, LLC, an Utah limited liability company, the limited liability company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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
ANNETTE CORNIA  
16237 W South Jordan Pkwy  
South Jordan, UT 84095  
My Commission Expires  
September 24, 2007  
STATE OF UTAH

Notary Public for State of Utah  
Residing at South Jordan  
Commission Expires: Sept 24, 2007
EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

(To be attached)
A PORTION OF THE NORTHEAST ¼ OF THE NORTHEAST ¼, SECTION 13,
TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY,
IDAHO

A portion of the Northeast ¼ of the Northeast 1/4, Section 13, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Commencing at a found Brass cap monument at the Northeast Section corner of said Section 13, from which a found Railroad Spike at the ¼ Corner common to said Sections 12 and 13 bears South 89°21'46" West a distance of 2650.91 feet;

thence along the North line of said Section 13, South 89°21'46" West a distance of 968.51;

thence South 00°38'14" East a distance of 33.00 feet to the TRUE POINT OF BEGINNING on the south Right-of-Way of Karcher Road;

thence South 00°38'14" East a distance of 22.11 feet to a point at the beginning of a curve to the right;

thence along said curve to the right having a length of 77.68 feet, a radius of 228 feet, a central angle of 19°31'18", tangents of 39.22 feet, and a long chord which bears South 09°07'25" West, a chord distance of 77.31 feet to a point;

thence South 18°53'04" West a distance of 31.15 feet to a point;

thence South 00°12'05" East a distance of 71.71 feet to a point;

thence North 89°23'53" East a distance of 592.72 feet to a point;

thence North 84°27'06" East a distance of 211.00 feet to a point on the center line of the Isaiah Drain;

thence along said center line of the Isaiah Drain North 05°38'07" West a distance of 182.37 feet to a point on the south Right-of-Way of Karcher Road;

thence along said south Right-of-Way South 89°21'46" West a distance of 762.95 feet to the TRUE POINT OF BEGINNING.

Containing 3.551 acres; 154,695 square feet more or less.
Subject to all easements and rights-of-way of record or as otherwise may exist.

The Basis of Bearings for this description was established by G.P.S. survey techniques, projected to the Idaho State Plane Coordinate system, NAD 83 Datum, West Zone. All bearings shown are on grid azimuth. The convergence angle of -00°36'32.1" was calculated at the northeast corner of Section 13. The bearing from the found Brass Cap Monument marking the Northeast corner of Section 13 to the found Railroad Spike marking the North Quarter Corner of Section 13 is South 89°21'48" West.

Timothy J. Fox  PLS 7612  END OF DESCRIPTION
A PORTION OF THE NORTHEAST ¼ OF THE NORTHEAST ¼, SECTION 13, TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO

A portion of the Northeast ¼ of the Northeast ¼, Section 13, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Commencing at a found Brass cap monument at the Northeast Section corner of said Section 13, from which a found Railroad Spike at the ¼ Corner common to said Sections 12 and 13 bears South 89°21'46" West a distance of 2650.91 feet;

thence along the East line of said Section 13, South 00°44'09" West a distance of 1148.70 feet to a set spike at the TRUE POINT OF BEGINNING from which a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" bears South 33°47'18" West a distance of 55.00 feet;

thence continuing along said East Section line, South 00°44'09" West a distance of 178.79 feet to a found 5/8 inch rebar with cap, cap illegible, at the North 1/16 of said Section 13, from which a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" bears South 89°25'12" West a distance of 30.00 feet;

thence along the North 1/16 line of said Section 13, South 89°25'12" West a distance of 942.56 feet to a point on the center line of the Stone Lateral, from which a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" bears North 89°25'12 East a distance of 20.00 feet, also from which a found ½ inch rebar with plastic cap stamped "PLS 972" bears South 88°25'12" West a distance of 20.00 feet;

thence North 11°57'56" West a distance of 273.41 feet, from which a set 5/8 inch rebar with plastic cap bears North 66°28'58" East a distance of 15.00 feet;

thence North 35°04'07" West a distance of 211.25 feet, from which a set 5/8 inch rebar with plastic cap bears North 46°54'56" East a distance of 18.30 feet;

thence North 44°52'17" West a distance of 127.20 feet, from which a set 5/8 inch rebar with plastic cap bears North 44°28'02" East a distance of 18.50 feet;

thence North 37°51'33" West a distance of 78.81 feet, from which a set 5/8 inch rebar with plastic cap bears North 73°56'32" East a distance of 15.00 feet;

thence North 05°44'37" East a distance of 151.94 feet, from which a set 5/8 inch rebar with plastic cap bears South 82°49'48" East a distance of 20.00 feet;

thence North 08°35'47" East a distance of 330.68 feet, from which a set 5/8 inch rebar with plastic cap bears South 78°24'04" East a distance of 21.00 feet;

thence North 15°31'53" East a distance of 151.18 feet, from which a set 5/8 inch rebar with plastic cap bears South 69°49'43" East a distance of 20.00 feet;
thenre North 24°48'41" East a distance of 82.36 feet to a point on the South Right-of-Way of Karcher Road, from which a set 5/8 inch rebar with plastic cap bears North 89°21'46" East a distance of 20.00 feet;

thenre along said South Right-of-Way North 89°21'46" East a distance of 167.99 feet to a point;

thenre South 00°38'14" East a distance of 22.11 feet to a point at the beginning of a curve to the right;

thenre along said curve to the right having a length of 77.68 feet, a radius of 228 feet, a central angle of 19°31'18", tangents of 39.22 feet, and a long chord which bears South 09°07'25" West, a chord distance of 77.31 feet to a point;

thenre South 18°53'04" West a distance of 31.15 feet to a point;

thenre South 00°12'05" East a distance of 71.71 feet to a point;

thenre North 89°23'53" East a distance of 592.72 feet to a point;

thenre North 84°27'06" East a distance of 211.00 feet to a point on the center line of the Isaiah Drain;

thenre along said center line of the Isaiah Drain the following courses and distances:

South 05°39'07" East a distance of 236.35 feet to a point, from which a set 5/8 inch rebar with plastic cap bears South 83°42'46" West a distance of 55.00 feet;

South 06°55'21" East a distance of 611.48 feet to the beginning of a curve to the left, from which a set 5/8 inch rebar with plastic cap bears South 83°04'39" West a distance of 55.00 feet;

thenre along said curve to the left having a length of 82.99 feet, a radius of 95.00 feet, a central angle of 50°03'00", tangents of 44.35 feet, and a long chord which bears South 31°56'51" East, a distance of 80.37 feet to a point of tangency from which a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" bears South 33°01'39" West a distance of 55.00 feet;

thenre South 56°58'21" East a distance of 39.31 feet to the TRUE POINT OF BEGINNING.

Containing 27.016 acres; 1,176,798 square feet more or less.

Subject to all easements and rights-of-way of record or as otherwise may exist.

The Basis of Bearings for this description was established by G.P.S. survey techniques, projected to the Idaho State Plane Coordinate system, NAD 83 Datum, West Zone. All bearings shown are on grid azimuth. The convergence angle of -00°36'32.1" was calculated at the northeast corner of Section 13. The bearing from the found Brass Cap Monument marking the Northeast corner of Section 13 to the found Railroad Spike marking the North Quarter Corner of Section 13 is South 89°21'46" West.
Princeton Elevation
EXHIBIT “C”
CONDITIONS OF APPROVAL

Conditions for RP (Residential Professional) zoned area:

1. This Development Agreement and the development proposed shall be subject to general conformance with the conceptual site plan and building designs attached hereto as Exhibits B and C, as provided by Owner.

2. All uses otherwise permitted under the RP (Residential Professional) zone classification shall be allowed on the Property.

3. Prior to the third reading of the annexation and zoning ordinance Owner shall dedicate the additional right-of-way area that is needed for the build out of Karcher Rd. (57’ from centerline, to be verified with ITD) and Midway Rd. (50’ from centerline) adjacent the property, and obtain the necessary approvals from ITD for the proposed Karcher Rd. access.

4. No office use located on the Property shall be open before 6:00 a.m. in the mornings or after 11:00 p.m. in the evenings.

5. Building and Site Design: The facades and site development of new business buildings or complexes to be constructed on the Property shall comply with the following standards:

   a. Structure Placement: The “buildable” portions of properties shall accommodate a non-strip development design. Projects shall be designed to use the least number of vehicular access points, include landscaping and pedestrian benefits, and minimize any negative impact on adjoining properties. Detached sidewalks are encouraged.

   b. Building Orientation:
      - Buildings shall be oriented with primary consideration being given to the visual impact from arterial streets. The view from arterial streets should be dominated by the view of the primary or front building façade. External views of large expanses of parking lots are strongly discouraged.
      - Buildings shall be oriented to face the most primary, adjacent road to the property upon which they are proposed to be constructed.
      - Loading docks shall not face the front of the property. Also, loading docks shall not face the front of any adjacent principle building when possible, nor any residential use or zoned area.

   c. Building Exteriors: Facades shall include architectural characteristics which are compatible with the adjoining development and shall be consistent on each building face that is exposed to view from the public right-of-way and/or adjacent to residential use or zone.
      - Buildings shall include changes in plain such as cornices, bases, fenestration, wainscoting, for at least 40% of the exterior wall area.
      - Building frontages greater than 100 feet in length shall have offsets, jogs or have other distinctive changes in the building façade.
• Public entrances shall be easily identified and distinct from the remainder of the building, either through architectural form or use of color, material, and texture of the façade.

d. Exterior Finish Materials: Exterior finish materials shall be non-reflective and shall include at least three colors, textures and/or materials.
  • External building materials shall include masonry (e.g., brick, stone, concrete), and exterior insulation finish systems with allowances for accents utilizing alternative materials such as metal, split face block and glass curtain walls.
  • Black and/or bright colors are discouraged and are allowed to only cover 25% of the overall wall square footage.

e. Mechanical Units: Mechanical equipment and utilities shall be placed and installed in such a way as to have minimal impact on adjoining properties, and shall be screened from public view with either proper landscaping or by being contained within an enclosure consistent with the architecture of the main building.
  • Roof mounted: Mechanical vents protruding through the roof and similar features shall be painted so as to match the color of the roof. Exposed metal flashing or trim shall be anodized or painted to blend with the exterior colors of the building. Roof mounted mechanical shall be screened from public view from any street abutting the property by a screen wall enclosure consistent in appearance with the architectural treatment of the main building.
  • Ground mechanical equipment and utilities: Ground mounted equipment and utilities shall be placed and installed in such a way to have the least impact on adjoining properties, and shall be screened from public view with a combination of evergreen and deciduous bushes and trees, with a minimum of 5’ depth continuous around utility, these shall be irrigated with landscaping fabric and ground cover, or, to be contained within an enclosure consistent with the architecture of the main building.

f. Overhead Doors: Where possible, overhead doors for service and/or repair activities and/or loading/unloading activities shall be located at the side of a building which lies opposite to any residential use/zone unless some form of screening such as a wall, landscape berm or other barrier is used to separate the two.

g. Parking: Site development and uses shall conform to parking provisions set forth in Figure 1, Chapters 1 and 22 of Title 10, Planning & Zoning and ANSI accessibility codes. In addition, the following parking lot standards shall apply.
  • Parking lots should be located to the side or rear of the primary or front building façade. Where geographic conflicts with this intent occur, landscaping should be used to buffer the visual impact of the parking area.
  • A maximum of twenty (20) percent of parking spaces required shall be allowed in front of the building, a maximum eight (80) percent to the side of the building, and a minimum twenty (20) percent to the rear of the building.
  • Large expanses of parking are highly discouraged and should instead be designed as smaller modules, separated by vegetation.
  • No single parking lot shall contain over 70 parking spaces without at least a ten (10) foot wide vegetated break separating the parking area into two lots being emplaced.


- Newly constructed parking lots with thirty (30) or more parking spaces therein shall have perimeter vegetation designed to screen the lot from the view from adjacent streets and buildings.

h. 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.

- All onsite circulation systems shall incorporate a streetscape which includes sidewalks, pedestrian scale light standards and street trees.
- 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 25,000 sq. ft. in gross floor space. These spaces are calculated at a formula of 10 sq. ft. of public space per 10,000 sq. ft. of gross floor space. These public spaces must include landscaping, seating, and connectivity to pedestrian routing.

6. Lighting Standards:

a. All exterior structure lighting shall be shielded, screened, and/or shuttered with ninety degree (90) cutoff luminaries and shall be otherwise directed so as to prevent illumination of adjoining properties, particularly when located adjoining or across the street from residentially used or zoned properties.

- The height of a freestanding light fixture (e.g., in a parking lot area) shall not exceed twenty five feet (25') or the height of the principal permitted structure, whichever is less. Parking area lights shall use ninety (90) degree cutoff luminaries ("down lighting"). Building mounted lights shall not be higher than twenty-five (25) feet from ground level.
- Electrical feeds to outdoor light fixtures shall be placed underground not overhead.
- All lights on site shall be consistent in style, design, height, size and color.
- Lighting to highlight or illuminate architecture and signs shall be attractive without significant spillage of light upward or downward.
- Pedestrian circulation routes shall be illuminated.
- Floodlights shall not be allowed.
- Metal halide bulbs shall not be used.

7. 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.

8. Trash Receptacles: Trash receptacles shall be located in service areas at side or rear yards and not visible from streets abutting a property. Receptacles shall be screened as noted in the above paragraph.

9. Signs used on the Property shall comply with all of the underlying provisions of the city sign code for the applicable zone. In addition the following shall govern the provision of advertising signage on the property:

QUANTUM INVESTMENTS REALTY, LLC DEVELOPMENT AGREEMENT – Page 17
a. Only signs for building/business identification, public safety and way finding shall be permitted.

b. Business signs shall be attractively illuminated without excessive spillage of light upward or outward.

c. Signs that are wholly or in part electronic message center displays shall not be allowed notwithstanding any other provision of city code that makes allowances for electronic reader board signs.

d. Neon lighting which displays flashing or moving shall not be allowed.

e. The color and materials used for the signs shall feature materials, color, and texture of the building for which they advertise.

10. Landscaping: The following landscape standards (in addition to those listed in Title 10, Chapters 22 and 33) shall apply to new building construction:

a. Location(s) and Quantity of Landscaping Required:
   - General Location Requirement: Landscaping shall be emplaced on a site wherever a structure, pedestrian pathway or parking lot is not located.
   - Arrangement: Landscaping shall be arranged in a natural pattern designed by a landscape architect and shall serve to highlight building entrances and pedestrian plazas without encroaching into public right-of-way so as to impede pedestrian and vehicular views or intruding into required vision triangles.
   - Around Building Exteriors: Shrubs and flower beds shall be required around any new building’s exterior. They are also required in the front yard of the development to enhance the appearance of a building when viewed from a right-of-way that abuts the development site.
   - Screening: Needled evergreens may be used to help screen mechanical equipment and service areas.
   - Growth Coverage: Plants used in landscaping around a building or on a development site shall be selected to complement the scale of the development area and any building(s) thereon.

b. Landscaping Components Requirements:
   - Composition of added plants selected (aside from what is required by Title 10, Chapter 33 for a landscape strip along an arterial or collector street) shall be comprised of at least 50 percent flowering trees.
   - Landscaping shall be designed so that 50% coverage of the site occurs after the first year and 90% coverage occurs after five years.

c. Storm Water Retention: Planter areas may be used to absorb onsite storm water in accordance with city storm water regulations.
Conditions for RS 8.5 (Single Family Residential – 8,500 sq. ft.) zoned area:

1. Residential subdivision developments proposed by Owner/Developer on the Property shall conform to the following minimum design standards:

   a. The average residential density for any subdivision development on the Property shall not exceed three (3) dwelling units per acre (Calculated according to the gross acreage of the development.)
   
   b. The minimum allowable residential buildable lot size within any development shall be eight thousand five hundred (8,500) square feet as allowed by the RS 8.5 zone classification.

2. The Owner/Developer shall establish and enforce Covenants, Conditions, and Restrictions to be recorded against the Property proposed for residential subdivision development which contain the following minimum design standards for single family dwellings:

   a. The minimum floor area or minimum dwelling size shall be one thousand six hundred (1,600) square feet, exclusive of the garage area.
   
   b. All dwellings shall be provided with eaves which project not less than twelve (12) inches beyond the side of the exterior wall.
   
   c. At least seventy-five (75) percent of the second story of two-story dwellings shall be set back a minimum of three (3) feet (from the wall plane) or set forward a minimum of two (2) feet (from the wall plane) when positioned over the garage; or two-story dwellings shall include architectural features such as not limited to roof lines, belly bands, pop-outs, cantilevers, material variations, color variations, etc., and eave "eyebrows" constructed with a minimum overhang of thirty six (36) inches across the full width of the garage to break the plane of the lower and upper levels.
   
   d. The roof pitches for dwellings shall be a minimum of 5/12 pitch.
   
   e. Roof coverings for dwellings shall be of materials generally accepted as the industry standard. If the roof covering is asphalt shingles, shingles shall be "architectural" in style with a minimum warranty of twenty-five (25) years.
   
   f. Elevations of dwellings shall incorporate varied wall planes or roof forms, and main entries shall be defined by incorporating architectural elements such as roof gables, dormers, stairways, vestibules, wainscoting, lighting, etc.
   
   g. Elevations of dwellings, including the garage, shall include stucco, stone, brick, or similar material, covering at least twenty (20) percent of each façade oriented to a street.
   
   h. Dwellings shall be encouraged which feature a side entry garage.
   
   i. Dwellings shall include design features such as recessed windows and entrance doors, pop-outs, or other architectural details around windows, entrance doors, sliding glass doors, and garage doors. Window treatments may also include additional trim, mullions, or shutters.
   
   j. No building elevation of any dwelling shall have less than five (5) percent of the gross wall area in glazing, excluding garage or unconditioned areas.
   
   k. Each dwelling shall contain a front porch, balcony or courtyard.
   
   l. Detached garages shall be architecturally compatible and consistent in material, design and colors with the dwelling and shall be situated to the side or rear of the site.
AFFIDAVIT OF PUBLICATION

STATE OF IDAHO

County of Canyon

Katherine Holmquist
of Nampa, Canyon County, Idaho, being first duly sworn, deposes and says:

1. That I am a citizen of the United States, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.

2. That I am the Principal Clerk of the Idaho Press-Tribune, a daily newspaper published in the City of Nampa, in the County of Canyon, State of Idaho; that the said newspaper is in general circulation in the said County of Canyon, and in the vicinity of Nampa and Caldwell, and has been uninterruptedly published in said County during a period of seventy-eight consecutive weeks prior to the first publication of this notice, a copy of which is hereto attached.

3. That the notice, of which the annexed is a printed copy, was published in said newspaper 1 time(s) in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement.

4. That said notice was published the following:

02/11/2008

STATE OF IDAHO

County of Canyon

On the 1st day of February, in the year of 2008, before me, a Notary Public, personally appeared Katherine Holmquist, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that he/she executed the same.

[Signature]

Notary Public for Idaho
Residing at Nampa
My commission expires April 19, 2008
ORDINANCE NO. 3772

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO CHANGING THE ZONE IDENTIFICATION SO AS TO REZONE APPROXIMATELY 27.02 ACRES OF REAL PROPERTY LOCATED AT 12203 KARCHER ROAD IN THE CITY OF NAMPA, CANYON COUNTY, IDAHO FROM RA TO RS-8.5 SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE APPLICANT AND THE CITY OF NAMPA, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

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

Section 1: That the following described real property consisting of approximately 27.02 acres of real property located at 12203 Karcher Road in the City of Nampa, Canyon County, Idaho, and all thereof, which has been until this date zoned RA be, and the same is hereby, rezoned RS-8.5, and the use district or zone changed to RS-8.5, which said property so rezoned is described as follows, to wit:

See Exhibit A attached hereto and incorporated herein by this reference.

Property Address: 12203 KARCHER RD
NAMPA ID 83651-8108

Section 2: That this rezone ordinance is subject to and limited by that certain Development Agreement entered into between the parties.

Section 3: That the City Engineer is hereby directed to alter and change the Use and Area Map of the City of Nampa, Idaho, to comply with this Ordinance.


Approved:

By

[Signature]
State of Idaho  

Canyon County  

On this 14th day of February, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Dale and Diana Lambing known to be the Mayor and City Clerk, of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument.

In Witness Thereof, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

Julie Lockey  
Residing at: Nampa, Canyon County, Idaho  
My Commission Expires: 05/11/2011
RS-8.5 PROPERTY DESCRIPTION

A PORTION OF THE NORTHEAST ¼ OF THE NORTHEAST ¼, SECTION 13, TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO

A portion of the Northeast ¼ of the Northeast ¼, Section 13, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Commencing at a found Brass cap monument at the Northeast Section corner of said Section 13, from which a found Railroad Spike at the ¼ Corner common to said Sections 12 and 13 bears South 89°21'46" West a distance of 2650.91 feet;

thence along the East line of said Section 13, South 00°44'09" West a distance of 1148.70 feet to a set spike at the TRUE POINT OF BEGINNING from which a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" bears South 33°47'18" West a distance of 65.00 feet;

thence continuing along said East Section line, South 00°44'09" West a distance of 178.79 feet to a found 5/8 inch rebar with cap, cap illegible, at the North 1/16 of said Section 13, from which a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" bears South 89°25'12" West a distance of 30.00 feet;

thence along the North 1/16 line of said Section 13, South 89°25'12" West a distance of 942.56 feet to a point on the center line of the Stone Lateral, from which a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" bears North 89°25'12 East a distance of 20.00 feet, also from which a found ½ inch rebar with plastic cap stamped "PLS 972" bears South 89°25'12" West a distance of 20.00 feet;

thence North 11°57'56" West a distance of 273.41 feet, from which a set 5/8 inch rebar with plastic cap bears North 66°28'58" East a distance of 15.00 feet;

thence North 35°04'07" West a distance of 211.25 feet, from which a set 5/8 inch rebar with plastic cap bears North 46°54'56" East a distance of 18.30 feet;

thence North 44°52'17" West a distance of 127.20 feet, from which a set 5/8 inch rebar with plastic cap bears North 44°26'02" East a distance of 18.50 feet;

thence North 37°51'33" West a distance of 78.81 feet, from which a set 5/8 inch rebar with plastic cap bears North 73°56'32" East a distance of 15.00 feet;

thence North 05°44'37" East a distance of 151.94 feet, from which a set 5/8 inch rebar with plastic cap bears South 82°49'48" East a distance of 20.00 feet;

thence North 08°35'47" East a distance of 330.68 feet, from which a set 5/8 inch rebar with plastic cap bears South 78°24'04" East a distance of 21.00 feet;

thence North 15°31'53" East a distance of 151.18 feet, from which a set 5/8 inch rebar with plastic cap bears South 69°49'43" East a distance of 20.00 feet;

RS-8.5 Page 1
thence North 24°48'41" East a distance of 82.36 feet to a point on the South Right-of-Way of Karcher Road, from which a set 5/8 inch rebar with plastic cap bears North 89°21'46" East a distance of 20.00 feet;

thence along said South Right-of-Way North 89°21'46" East a distance of 167.99 feet to a point;

thence South 00°38'14" East a distance of 22.11 feet to a point at the beginning of a curve to the right;

thence along said curve to the right having a length of 77.68 feet, a radius of 228 feet, a central angle of 19°31'18", tangents of 39.22 feet, and a long chord which bears South 09°07'25" West, a chord distance of 77.31 feet to a point;

thence South 18°53'04" West a distance of 31.15 feet to a point;

thence South 00°12'05" East a distance of 71.71 feet to a point;

thence North 89°23'53" East a distance of 592.72 feet to a point;

thence North 84°27'06" East a distance of 211.00 feet to a point on the center line of the Isaiah Drain;

thence along said center line of the Isaiah Drain the following courses and distances:

South 05°39'07" East a distance of 236.35 feet to a point, from which a set 5/8 inch rebar with plastic cap bears South 83°42'46" West a distance of 55.00 feet;

South 06°55'21" East a distance of 611.48 feet to the beginning of a curve to the left, from which a set 5/8 inch rebar with plastic cap bears South 83°04'39" West a distance of 55.00 feet;

thence along said curve to the left having a length of 82.99 feet, a radius of 95.00 feet, a central angle of 50°03'00", tangents of 44.35 feet, and a long chord which bears South 31°56'51" East, a distance of 80.37 feet to a point of tangency from which a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" bears South 33°01'39" West a distance of 55.00 feet;

thence South 56°58'21" East a distance of 39.31 feet to the TRUE POINT OF BEGINNING.

Containing 27.016 acres; 1,176,796 square feet more or less.

Subject to all easements and rights-of-way of record or as otherwise may exist.

The Basis of Bearings for this description was established by G.P.S. survey techniques, projected to the Idaho State Plane Coordinate system, NAD 83 Datum, West Zone. All bearings shown are on grid azimuth. The convergence angle of -00°36'32.1" was calculated at the northeast corner of Section 13. The bearing from the found Brass Cap Monument marking the Northeast corner of Section 13 to the found Railroad Spike marking the North Quarter Corner of Section 13 is South 89°21'46" West.
REZONE FROM RA TO RS 8.5 (SINGLE FAMILY RESIDENTIAL – 8,500 SQ. FT.) FOR 27.02 ACRES AT 12203 KARCHER RD. (AN APPROXIMATE 30.83 ACRE PORTION OF THE NE ¼ OF THE NE ¼, SECTION 13, T3N, R3W, BM) FOR QUANTUM INVESTMENTS REALTY LLC. PROJECT #:13-07167

1 inch equals 500 feet.
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”), is made and entered into this 4th day of February, 2008 (the “Effective Date”), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the “City,” and Entrust Administration, Inc. FBO Jerry P. Rodman IRA Account #28504, and, Quantum Investments Realty (an Utah limited liability company), hereinafter collectively and severally referred to as “Owner/Developer.”

RECITALS

A. Owner/Developer is the owner of approximately 30.57 acres of real property legally described in Exhibit “A” attached hereto and made a part hereof (the “Property”).

B. Owner/Developer applied to City on May 15, 2007 (the “date of application”) for rezone of the Property from City RA (Suburban Residential) zoning to RP (Residential Professional) for 3.55 acres, and from RA to RS 8.5 (Single Family Residential – 8,500 sq. ft. min. bldg. lot size) for 27.02 acres in anticipation of the development and construction of a subdivision (the “Project”).

C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 67-6511A, has the authority to rezone the Property and enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area.

D. City’s Planning and Zoning Commission and City’s City Council have held public hearings as prescribed by law with respect to the annexation, rezoning and development of the Property and this Agreement. City has approved the requested rezoning of the Property to RP and RS 8.5 subject to the terms and commitments contained in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated below, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the parties’ commitments applicable to the Property as set forth herein, or the zoning designation approved hereby as the Property has been deemed suitable for the uses allowed within said zoning designation.

2. The Project shall be developed in substantial conformance with one of the six different conceptual plans attached hereto as Exhibit “B” and made a part hereof (the “Conceptual Plan, Professional Office Designs, and Single-Family Dwelling [Unit] Designs”); provided, however, that Owner/Developer shall have limited flexibility to develop the Property to meet market conditions, and the only specific commitments concerning development of the Project which Owner/Developer is making are set forth herein. Upon recordation of this Agreement,
Owner/Developer shall have all approvals required from City for development of the Project in general conformance with the Conceptual Plan.

3. This Agreement is intended to be supplemental to all other local, city, state and federal Code requirements, rules and regulations, and is established to help assure the compatibility of the resulting land use with the surrounding area. Provided, however, that to the extent this Agreement conflicts with any provision of the Nampa City Code, this Agreement shall prevail to the extent permitted by law.

4. The provisions and stipulations of this Agreement shall be binding on City, Owner/Developer, each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property and are, in no particular order, as set forth in the conditions of approval attached hereto as Exhibit "C", and by this reference incorporated herein.

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

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

7. This Agreement and the commitments contained herein shall be terminated, and the zoning designation reversed, upon the failure of Owner/Developer, or each subsequent owner or each person acquiring an interest in the Property, to comply with the commitments contained herein within two (2) years after the Effective Date, and after the notice and hearing requirements of Idaho Code Section 67-6509 have been complied with by City. Provided, however, no such termination or reversal shall occur unless City provides written notice of Owner/Developer’s failure to comply with the terms and conditions of this Agreement to Owner/Developer and Owner/Developer fails to cure such failure within six (6) months of Owner/Developer’s receipt of such notice. The two (2) year period of time for compliance with commitments may be extended by City for good cause upon application for such extension by Owner/Developer, and after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

8. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete application for a building permit is file. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this Agreement or the annexation pursuant thereto.
9. It is intended by the parties that this Agreement shall be recorded on the Effective Date or as soon as practicable thereafter. The parties further intend that the provisions of this Agreement shall run with the Property and shall be binding upon City, Owner/Developer, each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

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

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

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

13. This Agreement may be executed in counterparts, each of which shall constitute an original, all of which together shall constitute one and the same Agreement.

14. In the event Owner/Developer, its successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, or in the event City, fail to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by either City or Owner/Developer or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.

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

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

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

d. In addition to the remedies set forth above, in the event of a default by Owner/Developer, or any other party claiming an interest herein, City may withhold building permits for any remaining lots within the development until such time as the default is cured.

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

CITY

City of Nampa, a municipal corporation

Tom Dale, Mayor

Attest: Diana Lambing, City Clerk

STATE OF IDAHO )
) ss.
County of Canyon )

On this 3\textsuperscript{rd} day of October, 2007, before me the undersigned, a Notary Public in and for said State, personally appeared Tom Dale, known or identified to me, to be the Mayor of the City of Nampa, whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same, and was so authorized to do so for and on behalf of said City of Nampa.

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

Notary Public for State of Idaho
Residing at Nampa, Canyon County, Idaho
Commission Expires: 6\textsuperscript{th} 2013
OWNER:
Entrust Administration, Inc. FBO Jerry P. Rodman IRA Account #28504

By:
Name: Entrust Administration, Inc.
Its: LATTN MEAN

APPROVED:

By: Jerry P. Rodman 1/4/08

STATE OF IDAHO )
County of ) ss.

On this ___ day of January, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared ____________, the ____________ of Entrust Administration, Inc., known to me to be the person who executed the within and foregoing instrument for and on behalf of said corporation, and acknowledged to me that said corporation 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 California
Residing at ______________
Commission Expires ____________
ACKNOWLEDGMENT

State of California
County of Alameda

On 01-08-08 before me, Irena Vann, Notary Public

(personal name and title of the officer)

personally appeared [Latin name],

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

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

WITNESS my hand and official seal.

Signature (Seal)
OWNER/DEVELOPER
Quantum Investments Realty, LLC, an Utah limited liability company

Steven D. Tobias, its Manager

STATE OF UTAH )
) ss.
County of Salt Lake )

On this 29th day of August, 2007, before me the undersigned, a Notary Public
in and for said State, personally appeared Steven D. Tobias, known or identified to me to be the
manager of Quantum Investments Realty, LLC, an Utah limited liability company, the limited
liability company that executed the foregoing instrument or the person who executed the
foregoing instrument on behalf of said limited liability company, and acknowledged to me that
such limited liability company 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 State of Utah
Residing at Dr. Jordan
Commission Expires: Sept 24, 2007
EXHIBIT “A”

LEGAL DESCRIPTION OF THE PROPERTY

(To be attached)
A PORTION OF THE NORTHEAST ¼ OF THE NORTHEAST ¼, SECTION 13, TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO

A portion of the Northeast ¼ of the Northeast ¼, Section 13, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Commencing at a found Brass cap monument at the Northeast Section corner of said Section 13, from which a found Railroad Spike at the ¼ Corner common to said Sections 12 and 13 bears South 89°21'46" West a distance of 2550.91 feet;

thence along the East line of said Section 13, South 00°44'09" West a distance of 1148.70 feet to a set spike at the TRUE POINT OF BEGINNING from which a set 5/8 inch rebar with plastic cap stamped “FLSI PLS 7612” bears South 33°47'18" West a distance of 55.00 feet;

thence continuing along said East Section line, South 00°44'09" West a distance of 178.79 feet to a found 5/8 inch rebar with cap, cap illegible, at the North 1/16 of said Section 13, from which a set 5/8 inch rebar with plastic cap stamped “FLSI PLS 7612” bears South 89°25'12" West a distance of 30.00 feet;

thence along the North 1/16 line of said Section 13, South 89°25'12" West a distance of 942.56 feet to a point on the center line of the Stone Lateral, from which a set 5/8 inch rebar with plastic cap stamped “FLSI PLS 7612” bears North 89°25'12" East a distance of 20.00 feet, also from which a found ¼ inch rebar with plastic cap stamped “PLS 972” bears South 89°25'12" West a distance of 20.00 feet;

thence North 11°57'56" West a distance of 273.41 feet, from which a set 5/8 inch rebar with plastic cap bears North 66°28'58" East a distance of 15.00 feet;

thence North 35°04'07" West a distance of 211.25 feet, from which a set 5/8 inch rebar with plastic cap bears North 46°54'56" East a distance of 18.30 feet;

thence North 44°52'17" West a distance of 127.20 feet, from which a set 5/8 inch rebar with plastic cap bears North 44°26'02" East a distance of 18.50 feet;

thence North 37°51'33" West a distance of 78.81 feet, from which a set 5/8 inch rebar with plastic cap bears North 73°56'32" East a distance of 15.00 feet;

thence North 05°44'37" East a distance of 151.94 feet, from which a set 5/8 inch rebar with plastic cap bears South 82°49'48" East a distance of 20.00 feet;

thence North 08°35'47" East a distance of 330.68 feet, from which a set 5/8 inch rebar with plastic cap bears South 78°24'04" East a distance of 21.00 feet;

thence North 15°31'53" East a distance of 151.18 feet, from which a set 5/8 inch rebar with plastic cap bears South 69°49'43" East a distance of 20.00 feet;
thence North 24°48'41" East a distance of 82.36 feet to a point on the South Right-of-Way of Karcher Road, from which a set 5/8 inch rebar with plastic cap bears North 89°21'46" East a distance of 20.00 feet;

thence along said South Right-of-Way North 89°21'46" East a distance of 167.99 feet to a point;

thence South 00°38'14" East a distance of 22.11 feet to a point at the beginning of a curve to the right;

thence along said curve to the right having a length of 77.68 feet, a radius of 228 feet, a central angle of 19°31'18", tangents of 39.22 feet, and a long chord which bears South 09°07'25" West, a chord distance of 77.31 feet to a point;

thence South 18°53'04" West a distance of 31.15 feet to a point;

thence South 00°12'05" East a distance of 71.71 feet to a point;

thence North 89°23'53" East a distance of 592.72 feet to a point;

thence North 84°27'06" East a distance of 211.00 feet to a point on the center line of the Isaiah Drain;

thence along said center line of the Isaiah Drain the following courses and distances:

South 05°39'07" East a distance of 236.35 feet to a point, from which a set 5/8 inch rebar with plastic cap bears South 83°42'46" West a distance of 55.00 feet;

South 06°56'21" East a distance of 611.48 feet to the beginning of a curve to the left, from which a set 5/8 inch rebar with plastic cap bears South 83°04'39" West a distance of 55.00 feet;

thence along said curve to the left having a length of 82.99 feet, a radius of 95.00 feet, a central angle of 50°03'00", tangents of 44.35 feet, and a long chord which bears South 31°56'51" East, a distance of 80.37 feet to a point of tangency from which a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" bears South 33°01'39" West a distance of 55.00 feet;

thence South 56°58'21" East a distance of 39.31 feet to the **TRUE POINT OF BEGINNING**.

Containing 27.016 acres; 1,176,796 square feet more or less.

Subject to all easements and rights-of-way of record or as otherwise may exist.

The Basis of Bearings for this description was established by G.P.S. survey techniques, projected to the Idaho State Plane Coordinate system, NAD 83 Datum, West Zone. All bearings shown are on grid azimuth. The convergence angle of -00°36'32.1" was calculated at the northeast corner of Section 13. The bearing from the found Brass Cap Monument marking the Northeast corner of Section 13 to the found Railroad Spike marking the North Quarter Corner of Section 13 is South 89°21'46" West.
Subject to all easements and rights-of-way of record or as otherwise may exist.

The Basis of Bearings for this description was established by G.P.S. survey techniques, projected to the Idaho State Plane Coordinate system, NAD 83 Datum, West Zone. All bearings shown are on grid azimuth. The convergence angle of -00°36'32.1" was calculated at the northeast corner of Section 13. The bearing from the found Brass Cap Monument marking the Northeast corner of Section 13 to the found Railroad Spike marking the North Quarter Corner of Section 13 is South 89°21'46" West.

Timothy J. Fox  PLS 7612  END OF DESCRIPTION

END OF DESCRIPTION

W:\PROJECTS\200707-025:\PL\PROJECT DESCRIPTIONS\ZONING-COMMERCIAL-DESCRIPTION06-35-07.DOC

RP - Page 2
A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 13, TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO

A portion of the Northeast 1/4 of the Northeast 1/4, Section 13, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Commencing at a found Brass cap monument at the Northeast Section corner of said Section 13, from which a found Railroad Spike at the 1/4 Corner common to said Sections 12 and 13 bears South 89°21'46" West a distance of 2650.91 feet;

thence along the North line of said Section 13, South 89°21'46" West a distance of 968.51;

thence South 00°38'14" East a distance of 33.00 feet to the TRUE POINT OF BEGINNING on the south Right-of-Way of Karcher Road;

thence South 00°38'14" East a distance of 22.11 feet to a point at the beginning of a curve to the right;

thence along said curve to the right having a length of 77.68 feet, a radius of 228 feet, a central angle of 19°31'18", tangents of 39.22 feet, and a long chord which bears South 09°07'25" West, a chord distance of 77.31 feet to a point;

thence South 16°53'04" West a distance of 31.15 feet to a point;

thence South 00°12'05" East a distance of 71.71 feet to a point;

thence North 89°23'53" East a distance of 582.72 feet to a point;

thence North 84°27'06" East a distance of 211.00 feet to a point on the center line of the Isaiah Drain;

thence along said center line of the Isaiah Drain North 05°39'07" West a distance of 182.37 feet to a point on the south Right-of-Way of Karcher Road;

thence along said south Right-of-Way South 89°21'46" West a distance of 762.95 feet to the TRUE POINT OF BEGINNING.

Containing 3.551 acres; 154,695 square feet more or less.
Princeton Elevation
EXHIBIT “C”
CONDITIONS OF APPROVAL

Conditions for RP (Residential Professional) zoned area:

1. This Development Agreement and the development proposed shall be subject to general conformance with the conceptual site plan and building designs attached hereto as Exhibits B and C, as provided by Owner.

2. All uses otherwise permitted under the RP (Residential Professional) zone classification shall be allowed on the Property.

3. Prior to the third reading of the annexation and zoning ordinance Owner shall dedicate the additional right-of-way area that is needed for the build out of Karcher Rd. (57’ from centerline, to be verified with ITD) and Midway Rd. (50’ from centerline) adjacent the property, and obtain the necessary approvals from ITD for the proposed Karcher Rd. access.

4. No office use located on the Property shall be open before 6:00 a.m. in the mornings or after 11:00 p.m. in the evenings.

5. Building and Site Design: The facades and site development of new business buildings or complexes to be constructed on the Property shall comply with the following standards:
   
a. Structure Placement: The “buildable” portions of properties shall accommodate a non-stripe development design. Projects shall be designed to use the least number of vehicular access points, include landscaping and pedestrian benefits, and minimize any negative impact on adjoining properties. Detached sidewalks are encouraged.

b. Building Orientation:
   • Buildings shall be oriented with primary consideration being given to the visual impact from arterial streets. The view from arterial streets should be dominated by the view of the primary or front building façade. External views of large expanses of parking lots are strongly discouraged.
   • Buildings shall be oriented to face the most primary, adjacent road to the property upon which they are proposed to be constructed.
   • Loading docks shall not face the front of the property. Also, loading docks shall not face the front of any adjacent principle building when possible, nor any residential use or zoned area.

c. Building Exteriors: Facades shall include architectural characteristics which are compatible with the adjoining development and shall be consistent on each building face that is exposed to view from the public right-of-way and/or adjacent to residential use or zone.
   • Buildings shall include changes in plain such as cornices, bases, fenestration, wainscoting, for at least 40% of the exterior wall area.
   • Building frontages greater than 100 feet in length shall have offsets, jogs or have other distinctive changes in the building façade.
• Public entrances shall be easily identified and distinct from the remainder of the building, either through architectural form or use of color, material, and texture of the façade.

d. Exterior Finish Materials: Exterior finish materials shall be non-reflective and shall include at least three colors, textures and/or materials.
  • External building materials shall include masonry (e.g., brick, stone, concrete), and exterior insulation finish systems with allowances for accents utilizing alternative materials such as metal, split face block and glass curtain walls.
  • Black and/or bright colors are discouraged and are allowed to only cover 25% of the overall wall square footage.

e. Mechanical Units: Mechanical equipment and utilities shall be placed and installed in such a way as to have minimal impact on adjoining properties, and shall be screened from public view with either proper landscaping or by being contained within an enclosure consistent with the architecture of the main building.
  • Roof mounted: Mechanical vents protruding through the roof and similar features shall be painted so as to match the color of the roof. Exposed metal flashing or trim shall be anodized or painted to blend with the exterior colors of the building. Roof mounted mechanical shall be screened from public view from any street abutting the property by a screen wall enclosure consistent in appearance with the architectural treatment of the main building.
  • Ground mechanical equipment and utilities: Ground mounted equipment and utilities shall be placed and installed in such a way to have the least impact on adjoining properties, and shall be screened from public view with a combination of evergreen and deciduous bushes and trees, with a minimum of 5' depth continuous around utility, these shall be irrigated with landscaping fabric and ground cover, or, to be contained within an enclosure consistent with the architecture of the main building.

f. Overhead Doors: Where possible, overhead doors for service and/or repair activities and/or loading/unloading activities shall be located at the side of a building which lies opposite to any residential use/zone unless some form of screening such as a wall, landscape berm or other barrier is used to separate the two.

g. Parking: Site development and uses shall conform to parking provisions set forth in Figure 1, Chapters 1 and 22 of Title 10, Planning & Zoning and ANSI accessibility codes. In addition, the following parking lot standards shall apply.
  • Parking lots should be located to the side or rear of the primary or front building façade. Where geographic conflicts with this intent occur, landscaping should be used to buffer the visual impact of the parking area.
  • A maximum of twenty (20) percent of parking spaces required shall be allowed in front of the building, a maximum eight (80) percent to the side of the building, and a minimum twenty (20) percent to the rear of the building.
  • Large expanses of parking are highly discouraged and should instead be designed as smaller modules, separated by vegetation.
  • No single parking lot shall contain over 70 parking spaces without at least a ten (10) foot wide vegetated break separating the parking area into two lots being emplaced.
h. 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.
   • All onsite circulation systems shall incorporate a streetscape which includes sidewalks, pedestrian scale light standards and street trees.
   • 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 25,000 sq. ft. in gross floor space. These spaces are calculated at a formula of 10 sq. ft. of public space per 10,000 sq. ft. of gross floor space. These public spaces must include landscaping, seating, and connectivity to pedestrian routing.

6. Lighting Standards:
   a. All exterior structure lighting shall be shielded, screened, and/or shuttered with ninety degree (90) cutoff luminaries and shall be otherwise directed so as to prevent illumination of adjoining properties, particularly when located adjoining or across the street from residentially used or zoned properties.
      • The height of a freestanding light fixture (e.g., in a parking lot area) shall not exceed twenty five feet (25') or the height of the principal permitted structure, whichever is less. Parking area lights shall use ninety (90) degree cutoff luminaries (“down lighting”). Building mounted lights shall not be higher than twenty-five (25) feet from ground level.
      • Electrical feeds to outdoor light fixtures shall be placed underground not overhead.
      • All lights on site shall be consistent in style, design, height, size and color.
      • Lighting to highlight or illuminate architecture and signs shall be attractive without significant spillage of light upward or downward.
      • Pedestrian circulation routes shall be illuminated.
      • Floodlights shall not be allowed.
      • Metal halide bulbs shall not be used.

7. 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.

8. Trash Receptacles: Trash receptacles shall be located in service areas at side or rear yards and not visible from streets abutting a property. Receptacles shall be screened as noted in the above paragraph.

9. Signs used on the Property shall comply with all of the underlying provisions of the city sign code for the applicable zone. In addition the following shall govern the provision of advertising signage on the property:

QUANTUM INVESTMENTS REALTY, LLC DEVELOPMENT AGREEMENT – Page 17
a. Only signs for building/business identification, public safety and way finding shall be permitted.

b. Business signs shall be attractively illuminated without excessive spillage of light upward or outward.

c. Signs that are wholly or in part electronic message center displays shall not be allowed notwithstanding any other provision of city code that makes allowances for electronic reader board signs.

d. Neon lighting which displays flashing or moving shall not be allowed.

e. The color and materials used for the signs shall feature materials, color, and texture of the building for which they advertise.

10. Landscaping: The following landscape standards (in addition to those listed in Title 10, Chapters 22 and 33) shall apply to new building construction:

a. Location(s) and Quantity of Landscaping Required:
   • General Location Requirement: Landscaping shall be emplaced on a site wherever a structure, pedestrian pathway or parking lot is not located.
   • Arrangement: Landscaping shall be arranged in a natural pattern designed by a landscape architect and shall serve to highlight buildings entrances and pedestrian plazas without encroaching into public right-of-way so as to impede pedestrian and vehicular views or intruding into required vision triangles.
   • Around Building Exteriors: Shrubs and flower beds shall be required around any new building’s exterior. They are also required in the front yard of the development to enhance the appearance of a building when viewed from a right-of-way that abuts the development site.
   • Screening: Needled evergreens may be used to help screen mechanical equipment and service areas.
   • Growth Coverage: Plants used in landscaping around a building or on a development site shall be selected to complement the scale of the development area and any building(s) thereon.

b. Landscaping Components Requirements:
   • Composition of added plants selected (aside from what is required by Title 10, Chapter 33 for a landscape strip along an arterial or collector street) shall be comprised of at least 50 percent flowering trees.
   • Landscaping shall be designed so that 50% coverage of the site occurs after the first year and 90% coverage occurs after five years.

c. Storm Water Retention: Planter areas may be used to absorb onsite storm water in accordance with city storm water regulations.
Conditions for RS 8.5 (Single Family Residential – 8,500 sq. ft.) zoned area:

1. Residential subdivision developments proposed by Owner/Developer on the Property shall conform to the following minimum design standards:

   a. The average residential density for any subdivision development on the Property shall not exceed three (3) dwelling units per acre (Calculated according to the gross acreage of the development.)
   
   b. The minimum allowable residential buildable lot size within any development shall be eight thousand five hundred (8,500) square feet as allowed by the RS 8.5 zone classification.

2. The Owner/Developer shall establish and enforce Covenants, Conditions, and Restrictions to be recorded against the Property proposed for residential subdivision development which contain the following minimum design standards for single family dwellings:

   a. The minimum floor area or minimum dwelling size shall be one thousand six hundred (1,300) square feet, exclusive of the garage area.
   
   b. All dwellings shall be provided with eaves which project not less than twelve (12) inches beyond the side of the exterior wall.
   
   c. At least seventy-five (75) percent of the second story of two-story dwellings shall be set back a minimum of three (3) feet (from the wall plane) or set forward a minimum of two (2) feet (from the wall plane) when positioned over the garage; or two-story dwellings shall include architectural features such as but not limited to roof lines, belly bands, pop-outs, cantilevers, material variations, color variations, etc., and eave “eyebrows” constructed with a minimum overhang of thirty six (36) inches across the full width of the garage to break the plane of the lower and upper levels.
   
   d. The roof pitches for dwellings shall be a minimum of 5/12 pitch.
   
   e. Roof coverings for dwellings shall be of materials generally accepted as the industry standard. If the roof covering is asphalt shingles, shingles shall be “architectural” in style with a minimum warranty of twenty-five (25) years.
   
   f. Elevations of dwellings shall incorporate varied wall planes or roof forms, and main entries shall be defined by incorporating architectural elements such as roof gables, dormers, stairways, vestibules, wainscoting, lighting, etc.
   
   g. Elevations of dwellings, including the garage, shall include stucco, stone, brick, or similar material, covering at least twenty (20) percent of each façade oriented to a street.
   
   h. Dwellings shall be encouraged which feature a side entry garage.
   
   i. Dwellings shall include design features such as recessed windows and entrance doors, pop-outs, or other architectural details around windows, entrance doors, sliding glass doors, and garage doors. Window treatments may also include additional trim, mullions, or shutters.
   
   j. No building elevation of any dwelling shall have less than five (5) percent of the gross wall area in glazing, excluding garage or unconditioned areas.
   
   k. Each dwelling shall contain a front porch, balcony or courtyard.
   
   l. Detached garages shall be architecturally compatible and consistent in material, design and colors with the dwelling and shall be situated to the side or rear of the site.
DATE: April 4, 2019

TO: Planning and Zoning Commission

FROM: Caleb LaClair, P.E.

SUBJECT: Brownstone Estates Subdivision, Preliminary Plat

The Engineering Division has reviewed the Preliminary Plat for Brownstone Estates Subdivision and have the following comments:

**General**

1. Final design and construction shall adhere to all current City of Nampa policies, standards, and specifications.
2. License Agreements shall be obtained for any improvements or encroachments within Irrigation District easements. Copies of the executed License Agreements shall be provided to Nampa Engineering Department prior to Construction Drawing approval.
3. A Right-of-way Encroachment Permit shall be obtained from ITD for any work within the State Highway 55 (Karcher Road) right-of-way. A copy of the approved Encroachment Permit shall be provided to Nampa Engineering Department prior to Construction Drawing approval.
4. A Right-of-way Permit shall be obtained from the City of Nampa for any work within the existing Midway Road right-of-way prior to start of construction.
5. An Erosion & Sediment Control Permit through the City of Nampa, as well as, coverage under the Idaho Construction General Permit through the EPA, shall be obtained prior to start of construction.

**Layout and Plat**

1. All common lots shall be identified on the Final Plat by note with blanket utility easements as applicable.
2. Centerline radii shall be identified on the Final Plat. Minimum allowed centerline radius for local streets is 100'.
3. Public utility easements shall be provided over all utilities located within private streets, parking lots, common lots, etc. in accordance with City standards and
policies. Said easements shall be created via the Final Plat or by separate instrument and shown/noted on the Plat.

**Access and Roadways**

1. Access to State Highway 55 shall be approved by ITD prior to start of construction or signature of the Final Plat. A copy of the approved ITD access agreement/permit shall be provided to the Nampa Engineering Department. The applicant shall adhere to all conditions and requirements of ITD for said access.
2. An ITD approved barrier shall be installed at the proposed State Highway 55 access to ensure right-in/out functionality. Documentation of the ITD approved barrier, including layout and detail, shall be provided to the Nampa Engineering Department prior to start of construction or signature of the Final Plat.
3. Improvements along the Midway Road frontage shall be limited to sidewalk, borrow ditches for drainage, and pavement taper to the existing roadway. Full pavement widening and curb with gutter are not required per the revisions to the City Code.
4. Midway Road is classified as a “Minor Arterial”; Traffic Index shall be 10.

**Drainage**

1. Include a description of the storage volume calculation method along with governing equations for “T2” and “V” in the Final Drainage Report for review purposes. The methodology used does not appear to coincide with the typical “Modified Rational Method”.
2. Infiltration rates shall be verified at proposed storage facilities prior to construction of said facilities.
3. Stormwater runoff from the 4-Plex portion of the development shall be fully contained within that property. The storage facility design shall be included in the Final Drainage Report submitted with the construction drawings associated with that portion of the development.
4. Some of the seepage trenches are longer than 200’, which exceeds City standards. Either reduce the length to less than 200’ or provide additional access manholes and the mid-point and end of the trench for pipe maintenance.
5. Locate street lights on the opposite side of the street as seepage trenches due to potential reduced soil bearing capacity.
6. Catch basins shall be located at property corners. They are not allowed along the frontage of a buildable lot.
7. Utility services shall be sleeved through seepage trenches.

**Water**

1. The City’s water system has adequate capacity to serve this development.
2. A second point of connection shall be provided to the City system for looping and redundancy purposes. A 12” water stub is available at the southwest corner of the Karcher Road and Midway Road intersection. An 8” main shall be extended from this location west along Karcher Road and then south through Lot 16, Block 1 to connect to the on-site system. The Developer’s Engineer shall submit an exhibit of the proposed alignment to the Nampa Engineering Department for review prior to submittal of final construction drawings.
3. Avoid sewer and pressure irrigation main crossings where possible.

**Sewer**

1. The City’s Sewer system has adequate capacity to serve this development.

**Pressure Irrigation**

1. Provide documentation verifying the full development parcel has surface water rights.
2. The City’s Pressure Irrigation System does not have adequate capacity to serve this development. A new irrigation pump station is planned for the region to draw water from the Wilson Drain and will be accommodated by future development to the south of the project. In the interim, the City will allow a cross connection to the domestic water system with a Reduced Pressure Backflow Prevention device conforming to IDAPA 58.01.08, Section 543. The Developer’s Engineer shall submit an exhibit showing the cross-connection layout and specifications to the Nampa Engineering Department for review prior to submittal of final construction drawings.
Right-Of-way Encroachment Application and Permit Approaches or Public Streets

ITD Permit Application Number 3-16-380

For ITD Use

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Distance From Nearest Approach (Both sides, both directions of roadway) Approach Volume (From TiS or ITD Trip Generation Handbook) Vehicle Trips per Day

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Applicant Information (Please Print or Type)

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<td><a href="mailto:peterman234@msn.com">peterman234@msn.com</a></td>
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<th>Proposed Property Use</th>
<th>Proposed Zoning</th>
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<tbody>
<tr>
<td>Karcher Road</td>
<td>Farm</td>
<td>Residential</td>
<td>Commercial</td>
<td>Residential</td>
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<tr>
<th>How is Access Currently Gained?</th>
<th>Property Owner Owns Adjacent Properties</th>
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<tr>
<td>Karcher Road</td>
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Request Details

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<tr>
<th>Is this a new approach?</th>
<th>Is this a temporary approach</th>
<th>If this is a proposed modification to an existing approach, check all that apply</th>
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Desired Approach Width

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<th>Type of Approach Requested</th>
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<td>SF Residential</td>
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<td>Joint Use</td>
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<td>MF Residential</td>
</tr>
<tr>
<td>Commercial</td>
</tr>
<tr>
<td>Public Street</td>
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Additional information you would like ITD to be aware of - Attach additional sheets if necessary:

Development Agreement with City of Nampa dated February 4, 2008

ITD District Review

<table>
<thead>
<tr>
<th>Section</th>
<th>Reviewer</th>
<th>Date</th>
<th>Recommendation Approve</th>
<th>Deny</th>
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<td>Planner</td>
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List any conditions of approval

Permitting per Project A013 (025) Key # 13025.

List reason(s) for denial recommendation

ITD 2109, Rev. 11-13 Page 1 of 3
General Requirements

1. The original permit or a copy must be kept on the job site whenever work is taking place.

2. No work shall commence until the permittee is given notice to proceed by an authorized representative of ITD. The permittee shall notify ITD five (5) working days prior to commencing the permitted work if work does not commence immediately upon notice by ITD.

3. During the progress of all work, traffic control devices shall be erected and maintained as necessary or as directed. All traffic control devices shall conform to the most current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State. Equipment or materials left within the highway right-of-way when work is not taking place shall be delineated and protected with appropriate approved traffic control devices.

4. All work within the State Highway Right of Way shall comply with the requirements of the ITD Workzone Safety and Mobility Policy. Copies available from ITD upon request.

5. All work herein permitted shall conform to current government and industry standards, including Americans with Disabilities Act, and shall be performed and completed to the satisfaction of ITD. The expense of any required supervision of work performed under this permit shall be borne by the permittee.

6. Work done under this permit shall be constructed in a manner that shall not cause water to flow onto the roadway or shoulder, and shall not interfere with the existing drainage on the State Highway System or any adjacent drainage system.

7. All utilities shall be installed under culverts.

8. The permittee shall furnish all material, labor, and equipment involved in the construction of the approach and its appurtenances. This shall include furnishing drainage pipe, curb, gutter, concrete sidewalk, etc., where required.

9. ITD may inspect the materials and workmanship during construction and upon completion to determine that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, and/or that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.

10. ITD shall be reimbursed by the permittee for any additional inspection required to insure compliance with the conditions of this permit. Inspection fees will be based upon inspection time including travel from the ITD facility and charged at rates commensurate with industry standards.

11. Upon completion of the permitted work, any disturbance of the highway, right of way, and/or traffic control devices shall be restored to the satisfaction of ITD including the removal of all rubbish and debris and may include seeding, planting and grading.

12. Any encroachment that is found to be in non-compliance with the terms of the approved permit may be required to be modified, relocated, or removed at the sole expense of the permittee upon written notification by the District Engineer or his authorized representative.

13. The permittee shall maintain at its sole expense the encroachment for which this permit is granted.

14. Changes in the use as defined in I.D.A.P.A. 39.03.42, of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit. Any modification, relocation, or removal of an encroachment or subject granted by this permit shall require a new permit prior to commencement of such work.

15. ITD may revoke, amend, amplify, or terminate this permit or any of the conditions herein enumerated if the permittee fails to comply with any or all of its provisions, requirements, or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the approach, structure, or subject herein granted is not installed or operated and maintained in conformity herewith.
Acceptance and Approval to Work

By signing this permit, the permittee or his authorized representative certify that they have been made aware of and agree with all requirements of the permit, including any and all restrictions and further agree to indemnify, save harmless, and defend regardless of outcome ITD from the expenses of and against all suits or claims, including costs, expenses, and attorney fees that may be incurred by reason of any act or omission, neglect, or misconduct of the permittee or its contractor in the design, construction, and maintenance of the work, which is the subject of this permit.

Subject to all terms, conditions, and provisions of this permit or attachments, permission is hereby granted to begin work within the State Highway Right of Way.

Attachments:

<table>
<thead>
<tr>
<th>Special Provisions/Conditions of Approval</th>
<th>Legal Description/Deed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Control Plan</td>
<td>Power of Attorney for Authorized Representative</td>
</tr>
<tr>
<td>Standard Drawings</td>
<td>Site Plans</td>
</tr>
<tr>
<td>Construction Drawings</td>
<td>TIS</td>
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<td>P&amp;Z Approvals</td>
<td>Copy of Letter of Incorporation</td>
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<tr>
<td>Dept. Roadway Plansheets</td>
<td>Letters of Recommendation/Denial</td>
</tr>
<tr>
<td>Easements/Agreements</td>
<td>Joint Access Agreements</td>
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<tr>
<td>Property Appraisal</td>
<td>Other</td>
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</table>

Final Approval

Subject to all terms, conditions, and provisions of this permit or attachments, Final Inspection has been completed and the permitted work within the State Highway Right of Way is hereby given final approval.

District Engineer or Assigns Signature
X

Subject to all terms, conditions, and provisions of this permit or attachments, changes in access on the State Highway System have been completed and have been given final approval to be recorded against the property as described in the legal description shown in Attachment A.

District Engineer or Assigns Signature
X

Subscribed and sworn before me this day of ____________, year ______ in the County of ____________, State of ____________

personally appeared before me ____________, to me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed

Notary Public's Signature

My Commission Expires

ITD 2109, Rev. 11-13
March 29, 2019

Shellie Lopez
City of Nampa
411 3rd Street South
Nampa, Idaho 83651

VIA EMAIL

<table>
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<tr>
<th>Development Application</th>
<th>SPP-00039-2019</th>
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<tr>
<td>Project Name</td>
<td>BROWNSTONE ESTATES SUBDIVISION</td>
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<tr>
<td>Project Location</td>
<td>12203 West Karcher, south of SH-55 milepost 14.50</td>
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<tr>
<td>Project Description</td>
<td>Construct a subdivision consisting of 14 fourplex lots for a total of 56 multiple family dwelling units on 6.63 acres and 94 single family detached dwellings on 24.36 acres.</td>
</tr>
<tr>
<td>Applicant</td>
<td>Providence Properties LLC</td>
</tr>
<tr>
<td>Representing</td>
<td>Kent Brown</td>
</tr>
</tbody>
</table>

The Idaho Transportation Department (ITD) reviewed the referenced preliminary plat application and has the following comments:

1. This project abuts the State highway system.

2. The submitted preliminary plat depicts an approach on SH-55 approximately 912 feet west of the intersection of SH-55 (Karcher Road) and Midway Road. ITD has completed an access management plan for SH-55. The plan identifies that access spacing between full access intersections in this part of the corridor is 1/6 mile (880 feet) which does not match the proposed location. At full buildout, these access points are restricted as right-in, right-out. The access management plan shows the future corridor width will need to be 140 feet wide, 70 feet each side of centerline. A view of the corridor study plan for this area can be found at: http://apps.itd.idaho.gov/apps/d3/55_Corridor/Idaho%2055%20Access%20Management%20Plan.pdf

3. Referencing the Idaho Administrative Procedures Act (IDAPA) 39.03.42 which governs access to the State highway system, the spacing requirements for unsignalized accesses other than public roads on highway type "Statewide Route", at 55 mph is 500 feet The spacing between this development’s proposed northern approach off of SH-55 and the existing approach to the adjacent parcel to the west is approximately 200 feet. Additionally public road spacing under these conditions is 1,320 feet. The spacing between the proposed public road (Limestone Road) and Midway is 912 feet. These distances do not meet current IDAPA requirements and require a Traffic Impact Study (TIS) for consideration.

4. Per the Idaho Administrative Procedures Act (IDAPA) 39.03.42,400.07(b) developments should, if possible, take access from local roads. If a development wants access to the State highway system and there is local road
access available, the applicant must prove with a Traffic Impact Study the need for an access on the State highway system.

5. This development will gain access to the State Highway system directly to SH-55. Trip generations for the site were not provided. ITD needs more information on the trip generations to determine what mitigations, if any, that the applicant may be required to construct on the State Highway system. Additionally, if the new development at full build out generates 100 or more new trips in the peak hour or 1000 new trips in a day a Traffic Impact Study (TIS) reflecting full build out of the site will be required. Any necessary mitigation for traffic impacts identified by the Traffic Impact Study shall be the responsibility of the applicant to install. ITD reserves the right to make further comments upon review of any submitted traffic generation data or other documents.

6. ITD recommends the applicant contact ITD to define the scope of work for the Traffic Impact Study in order to address all access and traffic concerns.

7. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.

8. 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.

9. ITD objects to the proposed preliminary plat application due to traffic/access concerns as noted in items 2, 3, 4, 5 and 6.

10. Once a Traffic Impact Study has been received, reviewed and accepted by ITD and mitigation identified by the TIS has been constructed, ITD will withdraw any objection to the proposed preliminary plat 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
Building Department will require a top of foundation wall or a finish floor elevation, on the construction plans before the final plat will be approved.
MEMORANDUM

To: Planning and Zoning Commission
From: Doug Critchfield, Senior Planner
Date: March 14, 2019
Re: Brownstone Estates Subdivision
   Comments on Preliminary Plat Landscape Plan
   Project: SPP-00039-2019

Brownstone Estates Subdivision Landscape Plans require the following revisions:

Page L2.0  **Landscape Note #14** — Change ‘City of Caldwell’ to ‘City of Nampa’ code.

Page L2.0  **Add note:** ‘Builder/Contractor shall obtain a fencing permit from the Nampa Building Department prior to construction of any fencing.’
Sylvia Mackrill

From: Caroly nn Murray
Sent: Tuesday, March 12, 2019 11:48 AM
To: Sylvia Mackrill
Subject: Brownstone Estates Sub; SPP-00039-2019; Preliminary Plat Review

Sylvia,

After the City Forester's review of Brownstone Estates Sub; SPP-00039-2019; Preliminary Plat, he had the following comments:

Notes -
1. No plant list supplied, please submit a plant list
2. Karcher landscape buffer, be aware of powerlines overhead. Class 1 trees shall be planted within 20' center of center power poles
3. No evergreens on public ROW including entrances to subdivisions

Please contact Earl if you have any questions regarding his comments. Thanks.

Caroly nn Murray
Administrative Coordinator
O: 208.468.5890, C: 208.371.4877

Nampa Parks & Forestry – Facebook Page
Nampa Proud

Celebrating Nampa's 20th year as a Tree City USA recipient!!!

Notice: All communication transmitted within the City of Nampa Email system may be a public record and may be subject to disclosure under the Idaho Public Records Act (Idaho Code 74-101 et seq.) and as such may be copied and reproduced by members of the public. In addition, archives of all City emails are generally kept for a period of two years and are also subject to monitoring and review.
March 12, 2019

Norman L. Holm, Planning Director
City of Nampa
411 3rd Street South
Nampa, ID 83651

RE:  SPP-00039-2019/ Brownstone Estates Subdivision; 12203 W. Karcher Road

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,

[Signature]

David T. Duvall
Crew Foreman
Nampa & Meridian Irrigation District
DTD/ gmf

Ce:
Office/ file
M. Zirschky, Pioneer Irrigation District
March 11, 2019

City of Nampa Planning & Zoning Commission
411 3rd St S.
Nampa, ID 83651

Re: Brownstone Estates Subdivision Preliminary Plat

Dear Commissioners & City Staff:

Canyon Highway District No. 4 (CHD4) has reviewed the preliminary plat for Brownstone Estates Subdivision, and offers the following comments on the proposed development:

1. The proposed local road access to Hwy 55 (Limestone Street) does not appear to meet the current IDAPA rules for local road access to a Statewide Route (1,320-feet minimum spacing for Urban areas, 2,640-feet for Transitional areas), and does not appear to meet the access standards established in the Idaho 55- Marsing to Nampa Access Management Plan adopted by CHD4 and Nampa in 2012. Recommend comments on this proposed access location be provided by Idaho Transportation Department.

2. The Canyon County Functional Classification Map (Jan 2011) developed by coordination with all county transportation agencies details a future collector roadway ¼ mile south of Karcher Rd (a parallel collector) to provide local property access, and minimize the number of direct access points onto Karcher Rd. This alignment would correspond with the southerly boundary of the subject property, and appears to be currently largely undeveloped between Midway Rd and Montana Avenue to the west.

3. In order to promote good access management practices and improve highway safety, consider providing a cross-access easement to Canyon County Parcel R32796010 (12253 Karcher Rd) to allow removal of the existing residential access to SH 55 (Karcher Rd), and consolidate that point of access with the subdivision.

4. CHD4 has not had opportunity to review or comment on any Traffic Impact Study for the proposed development.

5. CHD4 has jurisdiction and/or maintains portions of the Midway Rd corridor both north and south of the proposed development. CHD4 requests that the City utilize impact fees collected from development associated with this subdivision to make improvements to the Midway Road corridor to mitigate traffic impacts from the site.

Please feel free to contact me at any time prior to the hearing if you have any questions.

Sincerely,

Chris Hopper, P.E.
Assistant District Engineer
Canyon Highway District No. 4

CC: Daniel Badger, P.E., Assistant City Engineer
March 8, 2019

RE: Brownstone Estates Subdivision - Preliminary Plat

To: Kent Brown

cc: Sylvia Mackrill

The following changes must be made prior to submitting for signatures:

- Propose new, unique street names for Bedrock and Capstone to the Engineering Division. Per Canyon County Code 06-05-13 (1) *There shall be no duplication of street names by sound or spelling within Canyon County including within the incorporated areas.* Refer to Street Naming and Addressing Policy in the Engineering Process and Policy Manual (rev 9/2012).
  - Bedrock should be W (New Name) St
  - Capstone should be W (New Name) Dr
- Limestone should be N Limestone Way
- Yorkstone should be W Yorkstone Dr
- Soapstone should be W Soapstone Dr
- Freestone should be N Freestone Way

Sincerely,

Alex Main
GIS Tech I
Engineering Division
City of Nampa
(208) 468-5475
Planning & Zoning Department
Before the Mayor & City Council
May 20, 2019

STAFF REPORT – PUBLIC HEARING

Annexation and Zoning to RS 6 (Single Family Residential – 6,000 sq. ft.) at 904 W Greenhurst Rd for Wolf Building Co - Blake Wolf for connection to city water and sewer services (ANN 115-19).

Applicant: Wolf Building Co – Blake Wolf

File No: ANN 114-19

Prepared by: Rodney Ashby

Date: May 10, 2019

Requested Actions: Annexation & Zoning to RS 6 (Single Family Residential – 6,000 sq. ft.)

Purpose: To connect the property to city water and sewer.

GENERAL INFORMATION

Planning and Zoning History: The applicant has requested annexation and zoning to connect the enclaved property to city water and sewer services in order to build multiple houses on the property. The Planning & Zoning Commission recommended approval of the annexation and zoning as applied, at their regularly scheduled public meeting on April 9, 2019. (see attached Action Letter)

Status of Applicant: Owner

Annexation Location: 904 W Greenhurst and unnamed right-of-way (A portion of the SW ¼ of Section 33, T3N, R2W, BM).

Proposed Zoning: RS 6 (Single Family Residential – 6,000 sq. ft.)
Total Size: Approximately 1.92 acres or 80,376 sf.

Existing Zoning: County R1 (Single Family Residential)

Comprehensive Plan Designation: Medium Density Residential

Surrounding Land Use and Zoning:
North- Herron Lateral; Enclaved Single Family Residential, County- R1
South- Enclaved Single Family Residential, County – R1
East- Enclaved Single Family Residential, County- R1
West- Single Family Residential, City- RA

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. The parcel connects with the city limits at its west and south boundaries. The parcel is part of a 13-parcel, 22.5-acre enclaved area.

Existing Uses: Rural residential parcel with single family dwelling, outbuildings, and landscaped yard.

SPECIAL INFORMATION

Public Utilities:
12" water main in W Greenhurst Rd
8" sewer main in W Greenhurst Rd just east of the property
12" irrigation main in W Greenhurst Rd

Public Services: Police and fire already service city incorporated areas near the location.

Physical Site Characteristics: Existing rural residential parcel with single family residence and landscaped yard.

Transportation: For the property to be developed, the unnamed right-of-way to the east of the property, will need to be developed as a city roadway with 44' of right-of-way. City Engineering has indicated the need for 2' of additional right-of-way on the east side of the property to be able to access the property from W Greenhurst Rd.

Correspondence: Nampa & Meridian Irrigation District had no comment regarding annexation but cautioned that additional conditions will be necessary to protect the Heron Lateral at time of development (Exhibit/Page 8). No correspondence has been received from any area property owners or residents either opposing or supporting the request for annexation and zoning to RS 6.

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 approves of the requested annexation and zoning the following findings are suggested:

1) The requested annexation parcel connects with the city limits along its west and south boundaries. The parcel is part of a 13-parcel 22.5-acre enclaved area.

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 have been annexed and developed.

3) The proposed zoning conforms with the city's comprehensive plan future land use map for medium density residential land use and is reasonably compatible with existing and proposed land uses in the area.

4) The property owner requested annexation and zoning to RS 6 to connect the property to city water and sewer service.

RECOMMENDED CONDITIONS OF APPROVAL

Staff suggests the City Council approves of the Annexation and Zoning subject to the following engineering required conditions of approval:

1) Dedication of 50 ft of right-of-way starting from the centerline of W Greenhurst Rd for the entire W Greenhurst Rd frontage.
2) Dedication of 2 ft of approximately 355' of unnamed right-of-way, running north from W Greenhurst Rd along the eastern property line.

ATTACHMENTS

1) Application (page 4)
2) Vicinity map with zoning (page 5)
3) Aerial photo (page 6)
4) Street view of property (page 7)
5) Agency and other correspondence (pages 8+)
APPLICATION FOR ANNEXATION/ZONING
PLANNING AND ZONING DEPARTMENT
411 3RD STREET S., NAMPA, IDAHO 83651
P: (208) 468-4487 F: (208) 465-2261

Nonrefundable Fee: $452.00 (1 acre or less) Nonrefundable Fee: $910.00 (more than 1 acre)

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<th>Home Number</th>
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<td>Wolf Building Co. - Blake Wolf</td>
<td>208-791-1770</td>
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<tr>
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<th>Mobile Number</th>
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<tr>
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<td>ID</td>
<td>83684</td>
<td><a href="mailto:wolfbuildingco@gmail.com">wolfbuildingco@gmail.com</a></td>
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<table>
<thead>
<tr>
<th>Applicant's interest in property: ( ) Own ( ) Rent ( ) Other</th>
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</table>

ADDRESS OF SUBJECT PROPERTY: 904 W. Greenhurst

Please provide the following required documentation

☒ Completed Application
☒ A copy of one of the following: ☐ Warranty Deed ☐ Proof Of Option ☐ Earnest Money Agreement
☒ Signed & Notarized Affidavit of Legal Interest (attached). Form must be completed by the legal owner (If owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to show that the person signing is an authorized agent)
☒ Original Legal description of property AND a legible WORD formatted document with Closure Calcs (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

Project Description

➢ State the zoning desired for the subject property: RSC

➢ State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for the use of the subject property:

To develop and build multiple homes

and hook into city utilities

Dated this 5 th day of March 2019

Applicant Signature

NOTICE TO APPLICANT

This application will be referred to the Nampa Planning Commission for a recommendation on the requested zoning. The Planning Commission shall hold a public hearing and will then make its recommendation to the City Council. The City Council will then hold a second public hearing. Notice of the public hearings must be published in the Idaho Press-Tribune 15 days prior to said hearings. Notice shall also be posted on the premises of the subject property not less than 1 week prior to the hearings. Notices will also be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.
Annexation and Zoning to RS6 for access to utilities for single family housing

ANN-00114-2019

3/21/2019

Visit Planning & Zoning at cityofnampa.us for more Info.

904 W Greenhurst Rd

904 W Greenhurst Rd

Exhibit

Illustrations prepared by

W Belknap Dr
S Sandercrest Dr
W Maryland Ave
PAF Blvd
S Midland Blvd
S Horton St
S Greenhurst Dr
S Highland Ave

RS7
"Enc"
"RA"
"RS8.5"
Wilderson Lateral

RS6

S San Francisco Ln

W Horizon Way
W Highland Ave

Nampa
Proud

Visit Planning & Zoning at cityofnampa.us for more Info.

904 W Greenhurst Rd

Annexation and Zoning to RS6 for access to utilities for single family housing

ANN-00114-2019

3/21/2019

Visit Planning & Zoning at cityofnampa.us for more Info.

904 W Greenhurst Rd

Annexation and Zoning to RS6 for access to utilities for single family housing

ANN-00114-2019

3/21/2019

Visit Planning & Zoning at cityofnampa.us for more Info.

904 W Greenhurst Rd

Annexation and Zoning to RS6 for access to utilities for single family housing

ANN-00114-2019

3/21/2019

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904 W Greenhurst Rd

Annexation and Zoning to RS6 for access to utilities for single family housing

ANN-00114-2019

3/21/2019

Visit Planning & Zoning at cityofnampa.us for more Info.

904 W Greenhurst Rd

Annexation and Zoning to RS6 for access to utilities for single family housing

ANN-00114-2019

3/21/2019

Visit Planning & Zoning at cityofnampa.us for more Info.

904 W Greenhurst Rd

Annexation and Zoning to RS6 for access to utilities for single family housing

ANN-00114-2019

3/21/2019

Visit Planning & Zoning at cityofnampa.us for more Info.
904 W Greenhurst Street View
March 18, 2019

Norman L. Holm, Planning Director
City of Nampa
411 3rd Street South
Nampa, ID 83651

RE: ANN-00114-2019/904 W. Greenhurst Road

Dear Norm:

Nampa & Meridian Irrigation District (NMID) has no comment on annexation only. Please be advised the Heron Lateral courses along the north boundary of this property and has an easement of fifty-five feet (55’) total, twenty-five feet (25’) left and thirty feet (30’) right facing downstream.

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
Hello Sylvia:

The Nampa Highway District has no comments on the subject application. Thanks for the opportunity to review and comment.

Best regards,

Eric R. Shannon, P.E.
Nampa Highway District No. 1
eric@nampahighway1.com
(208) 467-6576, Ext. 221 (office)
(208) 921-2736 (cell)

Good Morning Everyone! 😊

Re: Annexation at 904 W. Greenhurst Road - ANN-00114-2019

Blake Wolf for connection to city utilities and construction of single-family housing has requested Annexation and Zoning to RS6 (Single Family Residential – 6,000 sq. ft.) at 904 W. Greenhurst Rd. (A 1.92 acre or 80,376 sq. ft. portion of the SW ¼ SW ¼ of Section 33, T3N, R2W, BM).

The Annexation application will go before the Planning & Zoning Commission as a public hearing item on the April 09, 2019 agenda.

Please find attached the ANN-00114-2019 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) no later than March 27, 2019.

Thank you & Have a great day!

Shellie A. Lopez, Planning Administrative Specialist
O: 208.468.4487, F: 208.468.5439
411 3rd Street South, Nampa, ID 83651
Date: March 25, 2019
Rev: 
To: Planning and Zoning
Cc: Daniel Badger, P.E., City Engineer
Cc: Tom Points, P. E., Nampa City Public Works Director
From: Peter Nielsen – Engineering Division
Applicant: Blake Wolf
Applicant Address: 843 W Horizon Way, Nampa, Idaho 83686
Owner: Blake Wolf
Owner Address: 843 W Horizon Way, Nampa, Idaho 83686
Property Address: 904 W Greenhurst Rd, Nampa, Idaho 83686
Re: Annexation and Zoning to RS-6 to connect to City water and sewer.
ANN-00114-2019 for April 9, 2019 Planning & Zoning Meeting

Applicant is desirous to be annexed into the City of Nampa for the purpose of development of the site and connecting to City utilities. The Engineering Division does not oppose the granting of this request with the following conditions:

**General:**
- Annexation will require the dedication of 50 ft of right-of-way starting from the centerline of W Greenhurst Rd for entire W Greenhurst Rd frontage.
- Annexation will also require additional right-of-way dedication of 2 ft width along the western side of as yet unnamed public access road (approx. 355’ in length) currently shown as running north from W Greenhurst Rd along the eastern property line.
May 10, 2019

Wolf Building Company
Blake Wolf
843 W. Horizon Way
Nampa, ID 83686

Re: Annexation and Zoning to RS6 (Single Family Residential – 6,000 sf) at 904 W Greenhurst Rd for connection to city water and sewer services.

Dear Mr. Blake Wolf:

The Nampa Planning & Zoning Commission, during their regularly scheduled public hearing of 4/9/2019, voted to recommend approval of the above referenced request. The Planning & Zoning Commission made their decision contingent upon Applicant/Development compliance with the following condition(s):

Generally:
1. Developer(s) shall comply with all applicable requirements [including obtaining proper permits – like a Building Permit, etc.] as may be imposed by City agencies appropriately involved in the review of this request (e.g., Nampa Fire, Building, Planning and Zoning and Engineering Departments/Divisions) as the entitlement(s) granted by virtue of the City’s approvals of the requested annexation and zoning assignment do not, and shall not have, the effect of abrogating requirements from those departments/agencies in connection with entitlement of the Property; and,

Specifically:
1. Dedication of 50 ft of right-of-way starting from the centerline of W Greenhurst Rd for the entire W Greenhurst Rd frontage.
2. Dedication of 2 ft of approximately 355' of unnamed right-of-way, running north from W Greenhurst Rd along the eastern property line.

A hearing before the Nampa City Council to consider this recommendation from the Planning & Zoning Commission, is currently scheduled to be held on May 20th beginning at 7:00 p.m. in the Nampa City Hall Council Chambers.
If you should have any questions concerning this matter, please contact me during normal business hours Monday through Friday at (208)468-5457.

Sincerely,

Rodney Ashby, AICP
Principal Planner
Planning & Zoning, City of Nampa
Planning & Zoning Department

Before the Mayor & City Council
May 20, 2019

STAFF REPORT – PUBLIC HEARING

Annexation and Zoning to RS 7 (Single Family Residential – 7,000 sq. ft.) at 2700 E. Amity Ave. for Ricardo Reyes for connection to city water and sewer services (ANN 115-19).

Applicant: Ricardo Reyes

File No: ANN 115-19

Prepared by: Rodney Ashby

Date: May 10, 2019

Requested Actions: Annexation & Zoning to RS 7 (Single Family Residential – 7,000 sq. ft.)

Purpose: To connect the property to city water and sewer.

GENERAL INFORMATION

Planning and Zoning History: The applicant has requested annexation and zoning to connect the enclaved rural residential property to city water and sewer service. As part of the Amity Widening project, City utilities were stubbed to the property for this purpose. The Planning & Zoning Commission at their regularly scheduled public meeting recommended approval of annexation and zoning of this property (see attached Action Letter).

Status of Applicant: Owner

Annexation Location: 2700 E. Amity Ave. (A portion of the SE ¼ of Section 26, T3N, R2W, BM and Tax 98110).

Proposed Zoning: RS 7 (Single Family Residential – 7,000 sq. ft.)

Total Size: Approximately .50 acre or 21,737 sf.
Existing Zoning: County R1 (Single Family Residential)

Comprehensive Plan Designation: Medium Density Residential

Surrounding Land Use and Zoning:
North- Enclaved Single Family Residential, County- R1
South- Enclaved Single Family Residential, County – R1 (2704 Amity) requested annexation and zoning to RS 7
East- Single Family Residential, City- RS 7
West- Enclaved Single Family Residential, County – R1

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. The parcel connects with the city limits at its east and south boundaries. The parcel is part of a 10-parcel, 12.6-acre enclaved area.

Existing Uses: Residential parcel with single family dwelling and landscaped yard.

SPECIAL INFORMATION

Public Utilities:
12" water main in E. Amity Ave.
8" sewer main in E. Amity Ave.
12" irrigation main in E. Amity Ave.

Public Services: Police and fire already service city incorporated areas near the location.

Physical Site Characteristics: Existing rural residential parcel with single family residence and landscaped yard.

Transportation: Access to the property is from E. Amity Ave. on a private drive.

Correspondence: No correspondence has been received from any area property owners or residents either opposing or supporting the request for annexation and zoning to RS 7.

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 approves the requested annexation and zoning, the following findings are suggested:

1) The requested annexation parcel connects with the city limits along its east and south boundaries. The parcel is part of a 10-parcel 13.5-acre enclaved area.

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 have been annexed and developed.
3) The proposed zoning conforms with the city's comprehensive plan future land use map for medium density residential land use and is reasonably compatible with existing and proposed land uses in the area.

4) The property owner requested annexation and zoning to RS 7 to connect the property to city water and sewer service.

RECOMMENDED CONDITIONS OF APPROVAL

Staff suggests the City Council approve Annexation and Zoning, subject to the following engineering required conditions of approval:

1) Abandonment of the existing septic system will be accomplished under the guidelines established by Southwest District Health Department.
2) City shall be responsible for connecting meter to the existing stub and applicant's plumber shall be responsible for connecting water and sewer services.
3) Standard connection fees for water and sewer services shall be paid prior to connecting to the city services.
4) With issuance of the plumbing permits, the residence will be disconnected from the existing shared well. Owners will retain the shared well for irrigation purposes.

ATTACHMENTS

1) Application (page 4)
2) Vicinity map with zoning (page 5)
3) Aerial photo (page 6)
4) Street view of property (page 7)
5) Agency and other correspondence (pages 8+)
APPLICATION FOR ANNEXATION/ZONING
PLANNING AND ZONING DEPARTMENT
411 3RD STREET S., NAMPA, IDAHO 83651 P: (208) 468-4487 F: (208) 465-2261
Nonrefundable Fee: $452.00 (1 acre or less) Nonrefundable Fee: $910.00 (more than 1 acre)

APPLICATION FOR AN ANNEXATION/ZONING PLANNING AND ZONING DEPARTMENT

411 3RD STREET S., NAMPA, IDAHO 83651
P: (208) 468-4487 F: (208) 465-2261

Nonrefundable Fee: $452.00 (1 acre or less)
Nonrefundable Fee: $910.00 (more than 1 acre)

Applicant Name: Ricardo Reyes
Home Number: 208 724-8847

Property Owner Name: Ricardo Reyes
Home Number: Nampa, ID 83651
Mobile Number: 208 724-8847

Applicant's interest in property: (X) Own ( ) Rent ( ) Other

ADDRESS OF SUBJECT PROPERTY:
2700 E. Amity Ave Nampa, ID 83651

Please provide the following required documentation

☑ Completed Application
☑ A copy of one of the following: Warranty Deed, Proof Of Option, Earnest Money Agreement
☑ Signed & Notarized Affidavit of Legal Interest (attached). Form must be completed by the legal owner (If owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to show that the person signing is an authorized agent)
☑ Original Legal description of property AND a legible WORD formatted document with Closure Calcs (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

Project Description
➢ State the zoning desired for the subject property: RS-7
➢ State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for the use of the subject property: Connect to City Utilities

Dated this 5th day of March, 2019

Ricardo Reyes
Applicant Signature

NOTICE TO APPLICANT
This application will be referred to the Nampa Planning Commission for a recommendation on the requested zoning. The Planning Commission shall hold a public hearing and will then make its recommendation to the City Council. The City Council will then hold a second public hearing. Notice of the public hearings must be published in the Idaho Press-Tribune 15 days prior to said hearings. Notice shall also be posted on the premises of the subject property not less than 1 week prior to the hearings. Notices will also be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.
Annexation and Zoning to RS7 for connection to city utilities

Visit Planning & Zoning at cityofnampa.us for more info.

2700 E Amity Ave
2700 E Amity Ave, Nampa

Street View
Hello Sylvia:

The Nampa Highway District has no comments on the subject application. Thanks for the opportunity to review and comment.

Best regards,

Eric R. Shannon, P.E.
Nampa Highway District No. 1
eric@nampahighway1.com
(208) 467-6576, Ext. 221 (office)
(208) 921-2736 (cell)

From: Shellie Lopez <lopezs@cityofnampa.us>
Sent: Tuesday, March 12, 2019 9:01 AM
Subject: Annexation at 2700 E Amity Avenue - ANN-00115-2019

Good Morning Everyone!

Re: Annexation at 2700 E Amity Avenue - ANN-00115-2019

Ricardo Reyes for the purpose of connecting to city water and sewer has requested Annexation and Zoning to RS7 (Single Family Residential – 7,000 sq. ft.) at 2700 E Amity Ave. (A .5 acre or 21,737 sq. ft. portion of the SE ¼ SE ¼ of Section 26, T3N, R2W, BM and Tax 98110).

The Annexation application will go before the Planning & Zoning Commission as a public hearing item on the April 09, 2019 agenda.

Please find attached the ANN-00115-2019 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) no later than March 27, 2019.

Thank you & Have a great day!

Shellie A. Lopez, Planning Administrative Specialist
O: 208.468.4487, F: 208.468.5439
411 3rd Street South, Nampa, ID 83651
March 13, 2019

Norman L. Holm, Planning Director
City of Nampa
411 3rd Street South
Nampa, ID 83651

RE: ANN-00115-2019/2700 E. Amity Avenue

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
Date: March 25, 2019

Rev:

To: Planning and Zoning
Cc: Daniel Badger, P.E., City Engineer
Cc: Tom Points, P. E., Nampa City Public Works Director

From: Peter Nielsen – Engineering Division

Applicant: Ricardo Reyes

Applicant Address: 2700 E. Amity Avenue, Nampa, Idaho 83686

Owner: Ricardo Reyes

Owner Address: 2700 E. Amity Avenue, Nampa, Idaho 83686

Property Address: 2700 E. Amity Avenue, Nampa, Idaho 83686

Re: Annexation and Zoning to RS-7 to connect to City water and sewer.

ANN-00115-2019 for April 9, 2019 Planning & Zoning Meeting

Applicant is desirous to be annexed into the City of Nampa for the purpose of connecting to City Water and Sewer. With the Amity Widening project, City utilities were stubbed to the property for that purpose. The Engineering Division does not oppose the granting of this request with the following conditions:

**General:**

- Abandonment of the existing septic system will be accomplished under the guidelines established by Southwest District Health Department.
- City will connect meter to existing stub. Plumber responsible to connect water and sewer services.
- Standard connection fees for water and sewer be paid prior to connections being made.
- With issuance of the plumbing permits, the residence will be disconnected from the existing shared well. Owners will retain the shared well for irrigation purposes as discussed.
April 10, 2019

Ricardo Reyes  
2700 E Amity Ave  
Nampa, ID 83686

Re: Annexation and Zoning to RS 7 (Single Family Residential – 7,000 sf) at 2700 E. Amity Ave. for connection to city water and sewer services (ANN-00115-2019).

Dear Mr. Reyes:

The Nampa Planning & Zoning Commission, during their regularly scheduled public hearing of 4/9/2019, voted to recommend approval of the above referenced request. The Planning & Zoning Commission made their decision contingent upon Applicant/Development compliance with the following condition(s):

**Generally:**

1. Developer(s) shall comply with all applicable requirements [including obtaining proper permits – like a Building Permit, etc.] as may be imposed by City agencies appropriately involved in the review of this request (e.g., Nampa Fire, Building, Planning and Zoning and Engineering Departments/Divisions) as the entitlement(s) granted by virtue of the City’s approvals of the requested annexation and zoning assignment do not, and shall not have, the effect of abrogating requirements from those departments/agencies in connection with entitlement of the Property; and,

**Specifically:**

1. Abandonment of the existing septic system will be accomplished under the guidelines established by Southwest District Health Department.
2. City shall be responsible for connecting meter to the existing stub and applicant’s plumber shall be responsible for connecting water and sewer services.
3. Standard connection fees for water and sewer services shall be paid prior to connecting to the city services.
4. With issuance of the plumbing permits, the residence will be disconnected from the existing shared well. Owners will retain the shared well for irrigation purposes.
A hearing before the Nampa City Council to consider this recommendation from the Planning & Zoning Commission, is currently scheduled to be held on May 20th beginning at 7:00p.m. in the Nampa City Hall Council Chambers.

If you should have any questions concerning this matter, please contact me during normal business hours Monday through Friday at (208)468-5457.

Sincerely,

Rodney Ashby, AICP
Principal Planner
City of Nampa Planning & Zoning Department
STAFF REPORT – PUBLIC HEARING

Annexation and Zoning to RD (Two-Family Residential) at 3500 E. Greenhurst Road for Roberta Konzek (ANN 117-19).

Applicant: Roberta Konzek
File No: ANN 117-19

Prepared by: Norman L. Holm
Date: May 13, 2019

Requested Actions: Annexation & Zoning to RD (Two-Family Residential)

Purpose: To split the parcel into 2 lots with the front .3-acre lot for a single-family dwelling and the back 1-acre lot for possible multiple family dwellings.

Planning and Zoning Commission Recommendation: Approval subject to specified conditions.

GENERAL INFORMATION

Zoning & Planning History: The applicant purchased the property in 2007. It was zoned AG in the County. She converted the front single-family dwelling into a veterinary clinic via a CUP from the Canyon County and rented out the back manufactured home. She is requesting annexation to RD for the purpose previously stated.

Status of Applicant: Owner

Annexation Location: 3500 E. Greenhurst Rd. (A 1.33 acre or 57,913 sq. ft. portion of the S ½ of the SW ¼ of Section 36, T3N, R2W, BMSE ¼ SE ¼ of Section 26, T3N, R2W, BM)

Proposed Zoning: RD (Two-Family Residential – 6,000 sq, ft.)
Total Size: Approximately .95 acre or 41,491 sq. ft.

Existing Zoning: County R2 (Medium Density Residential)

Comprehensive Plan Designation: Medium Density Residential

Surrounding Land Use and Zoning:
North- Multiple and Single Family Residential; City RD, Enclaved County AG
South- Single Family Residential; City RS6, Enclaved County AG
East- Rural Residential; Enclaved County AG
West- Rural Residential; Roadway RD, Enclaved County AG

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. The parcel connects with the city limits on its west (S. Lexis Way) and south (E. Greenhurst Rd.) The parcel is part of a 4-parcel approximate 3.5-acre enclaved area.

Existing Uses: Rural residential parcel with single family dwelling (former veterinarian office use) and manufactured home.

SPECIAL INFORMATION

Public Utilities:
12" water main in E. Greenhurst Rd.
12" sewer main in E. Greenhurst Rd.
8" irrigation main in E. Greenhurst Rd. and S. Marcum Way near the parcel.

Public Services: Police and fire already service city incorporated areas near the location.

Physical Site Characteristics: Rural residential parcel with single family dwelling (former veterinarian office use) and manufactured home.

Transportation: Access to the property is from E. Greenhurst Rd.

Correspondence: No correspondence has been received from any area property owners or residents either opposing or supporting the request for annexation and zoning to RD.

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 Planning & Zoning Commission recommends approval of the requested annexation and zoning the following findings are suggested:

1) The requested annexation parcel connects with the city limits on its west (S. Lexis Way) and south (E. Greenhurst Rd.) property lines. The parcel is part of a 4-parcel approximate 3.5-acre enclaved area.
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 have been annexed and developed.

3) The proposed zoning conforms with the city's comprehensive plan future land use map for medium density residential land use and is reasonably compatible with existing and proposed land uses in the area.

4) The property owner requested annexation and zoning to RD to split the parcel into 2 lots with the front .3-acre lot for a single-family dwelling and the back 1-acre lot for possible multiple family dwellings.

**RECOMMENDED CONDITIONS OF APPROVAL**

Staff suggests the Commission recommend approval of the Annexation and Zoning to the City Council subject to the following engineering required conditions:

1) Annexation will include 50 feet of right-of-way dedication along the E. Greenhurst Rd. frontage.

2) A cross access and utility easement will be necessary for the shared access and underground utilities running across the multiple properties easterly side.

**ATTACHMENTS**

1) Application (Page 4)

2) Applicant narrative (Page 5)

3) Vicinity map with zoning (Page 6)

4) Aerial photo (Page 7)

5) Street view of property (Page 8)

6) Planning and Zoning Commission hearing minutes (Page 9)

7) Agency and other correspondence (Pages 11+)
APPLICATION FOR ANNEXATION/ZONING
PLANNING AND ZONING DEPARTMENT
411 3RD STREET S., NAMPA, IDAHO 83651  P: (208) 468-4487 F: (208) 465-2261
Nonrefundable Fee: $452.00 (1 acre or less) Nonrefundable Fee: $910.00 (more than 1 acre)

Nonrefundable Fee: $452.00 (1 acre or less) Nonrefundable Fee: $910.00 (more than 1 acre)

Applicant Name: [Redacted]
Home Number: [Redacted]
Street Address: 2657 Southside
City: Nampa  State: ID  Zip Code: 83651
Email: [Redacted]

Property Owner Name: [Redacted]
Home Number: [Redacted]
Street Address: [Redacted]
City: State: Zip Code: Email: [Redacted]

Applicant’s interest in property: ( ) Own ( ) Rent ( ) Other

ADDRESS OF SUBJECT PROPERTY: 3500 E Greenhurst Rd

Please provide the following required documentation
☑ Completed Application
☑ A copy of one of the following: ☐ Warranty Deed ☐ Proof Of Option ☐ Earnest Money Agreement
☐ Signed & Notarized Affidavit of Legal Interest (attached). Form must be completed by the legal owner
(If owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to show that
the person signing is an authorized agent)
☑ Original Legal description of property AND a legible WORD formatted document with Closure Calcs (Must
have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

Project Description
☑ State the zoning desired for the subject property: RD
☑ State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for
the use of the subject property: [Redacted]

Dated this 8th day of Feb., 2019

NOTICE TO APPLICANT
This application will be referred to the Nampa Planning Commission for a recommendation on the requested zoning. The
Planning Commission shall hold a public hearing and will then make its recommendation to the City Council. The City
Council will then hold a second public hearing. Notice of the public hearings must be published in the Idaho Press-
Tribune 15 days prior to said hearings. Notice shall also be posted on the premises of the subject property not less than 1
week prior to the hearings. Notices will also be mailed to property owners or purchasers of record within 300 feet of the
subject property. You will be given notice of the public hearings and should be present to answer any questions.

OFFICE USE ONLY
FILE NUMBER: ANN - 117 - 2019  PROJECT NAME: Annex + Zoning to RD
So, I bought the property now known as 3500 E Greenhurst Rd, Nampa, ID 83686 in September of 2007. At that time it was known as 3424 E Greenhurst Rd. It was zoned Agricultural per Canyon County and included a small single family home and a manufactured home on foundation. I converted the single family home into a veterinary clinic with a conditional use permit and rented the manufactured home. Recently, I have closed the veterinary clinic and am in the process of converting it back to a single family home. I cannot have 2 residences on the same lot per Canyon County, so I wish to have the lot annexed into the city and simultaneously split into 2 lots, both zoned RD. I would like to have the single family home on an ~0.3 acre parcel, and the remaining lot with the manufactured home on ~1 acre lot. I would like the 1 acre lot to also include the driveway from the street to the boundary with 3502 E Greenhurst Rd. My plan is to sell the single family home on ~0.3 acre. I am not sure about my plans for the manufactured home site, but I would like an option to develop it into multi-family dwellings if I desire.
Annexation and Zoning to RD (Two Family Residential) at 3500 E Greenhurst Rd. (A 1.33 acre or 57,913 sq ft portion of the SW ¼ of Section 36 T3N R2W BM, in the SE ¼ of Section 26 T3N R2W BM) for Roberta Konzek. (ANN-00117-2019).

Vice Chair Sellman proceeded to public hearing.

Roberta Konzek – 7323 Southside Blvd, Nampa – the applicant:
- Ms Konzek stated the subject property originally had a single-family home at the front of the property and a manufactured home at the back.
- Previously, stated Ms Konzek, she had converted the home at the front to a Veterinary Clinic and worked from there for 7 or 8 years.
- Ms Konzek explained she had since closed the Veterinary clinic and the County did not allow two residential homes on one parcel.
- Therefore, added Ms Konzek, she had decided to annex the subject property into the City and requested RD (Two Family [Duplex] Residential) zoning for the property.
- Ms Konzek stated she would eventually like to split the lot and had obtained a survey for the property split.

Planning Director Holm:
- Holm confirmed the request was for Annexation and RD zoning for the property located at 3500 E Greenhurst.
- The applicant, stated Holm, purchased the subject property in 2007 and it was zoned AG in the County at that time.
- The front dwelling was then converted to a Veterinary Clinic with a Conditional Use Permit through the County, and the manufactured home at the back of the property was rented as a dwelling, advised Holm.
- Holm reported the Comprehensive Plan designation for the property was Medium Density Residential, which would allow the requested RD zoning designation.
- Lexi’s Creekside Subdivision to the north was a four-plex development zoned RD, as well as the drive access to the subdivision located on the west side of the subject property.
- The requested annexation, continued Holm, would also accomplish the City objective of annexing enclaved parcels into the City.
- The requested Annexation and RD zoning, stated Holm, would allow the applicant to split the existing lot into two, sell off the single-family home at the front, and possibly develop the rear into multi-family dwellings in the future, as noted by the applicant.
- Holm reviewed the Staff Report and recommended conditions of approval.
- Holm indicated the Memorandum from the City Engineering Division, authored by Peter Nielsen, requiring dedication of 50 ft of right-of-way along Greenhurst Rd frontage; as well as a cross-access and utility easement for the shared access and underground utilities running across the multiple properties on the easterly side. City utilities were available to the subject property.
- Holm noted no comments had been received from surrounding property owners or residents.

Roberta Konzek:
- Ms Konzek explained she was not requesting annexation in order to connect to City utilities. The front house, continued Ms Konzek, was already connected to City sewer, along with a well.
- The back house was connected to City water and had a septic system.
- In response to a question from Vice Chair Sellman, Ms Konzek stated she was only requesting annexation and RD zoning at this time.
- Ms Konzek advised she was aware of the requirement for the dedication of 50 ft of right-of-way for the E Greenhurst Rd frontage.

Vice Chair Sellman proceeded to public testimony.
No public testimony forthcoming.

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

Van Auker, Jr motioned, and Garner seconded to recommend to City Council Annexation and RD zoning for 3500 E Greenhurst Rd for Roberta Konzek, subject to:
1. Annexation will include fifty (50) ft of right-of-way dedication along the East Greenhurst Road frontage.
2. A cross-access and utility easement will be necessary for the shared access and underground utilities running across the multiple properties on the easterly side.

Motion carried.

Meeting adjourned at 7:50 p.m.

Norman L. Holm, Planning Director
Date: March 25, 2019

Rev:

To: Planning and Zoning

Cc: Daniel Badger, P.E., City Engineer

Cc: Tom Points, P. E., Nampa City Public Works Director

From: Peter Nielsen – Engineering Division

Applicant: Roberta Konzek

Applicant Address: 7323 Southside Blvd, Nampa, Idaho 83686

Owner: Roberta Konzek

Owner Address: 7323 Southside Blvd, Nampa, Idaho 83686

Property Address: 3500 E Greenhurst Rd, Nampa, Idaho 83686

Re: Annexation and Zoning to RS-7 to connect to City water and sewer.

ANN-00117-2019 for April 9, 2019 Planning & Zoning Meeting

Applicant is desirous to be annexed into the City of Nampa for the purpose of connecting to City Water/ Sewer/ Pressure Irrigation and to take advantage of a lot split. The Engineering Division does not oppose the granting of this request with the following conditions:

**General:**

- Annexation will include 50 feet of right-of-way dedication along Greenhurst Rd fontage.
- A cross access and utility easement will be necessary for the shared access and underground utilities running across the multiple properties easterly side.
- City utilities are available.
March 13, 2019

Norman L. Holm, Planning Director
City of Nampa
411 3rd Street South
Nampa, ID 83651

RE: ANN-117-20019/ 3500 E. Greenhurst Road

Dear Norm:

Nampa & Meridian Irrigation District (NMID) has no comment on the annexation only for the above-referenced application. However, at 3502 E. Greenhurst the South Nampa Lateral courses along the northeast boundary.

The easement for the South Nampa Lateral at this location is a minimum of sixty feet (60') total, thirty feet (30') from centerline to each side.

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

Cc: Office/file
Hello Sylvia:

The Nampa Highway District has no comments on the subject application. Thanks for the opportunity to review and comment.

Best regards,

**Eric R. Shannon, P.E.**
*Nampa Highway District No. 1*
*eric@nampahighway1.com*
*(208) 467-6576, Ext. 221 (office)*
*(208) 921-2736 (cell)*

Good Morning Everyone! 😊

**Re: Annexation at 3500 E Greenhurst Road - ANN-00117-2019**

Roberta Konzek has requested Annexation and Zoning to RD (Two Family Residential) at 3500 E. Greenhurst Rd. (A 1.33 acre or 57,913 sq. ft. portion of the S ½ of the SW ¼ of Section 36, T3N, R2W, BMSE ¼ SE ¼ of Section 26, T3N, R2W, BM).

The Annexation application will go before the Planning & Zoning Commission as a public hearing item on the April 09, 2019 agenda.

Please find attached the ANN-00117-2019 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) no later than March 27, 2019.

*Thank you & Have a great day!*

Shellie A. Lopez, Planning Administrative Specialist
O: 208.468.4487, F: 208.468.5439
411 3rd Street South, Nampa, ID 83651
April 10, 2019

Roberta Konzek
7323 Southside Blvd
Nampa, ID 83686

Subject: Annexation and Zoning to RD (Two Family Residential) at 3500 E. Greenhurst Rd. (A 1.33 acre or 57,913 sq. ft. portion of the S ½ of the SW ¼ of Section 36, T3N, R2W, BMSE ¼ SE ¼ of Section 26, T3N, R2W, BM) for Roberta Konzek (ANN 117-19).

Dear Ms. Konzek:

The following is the decision of the Nampa Planning and Zoning Commission on the above matter heard before them on April 9, 2019. This letter will stand as the Findings of Fact, Conclusions of Law and Decision required by Idaho Code Section 67-6535. The Planning and Zoning Commission found the following concerning your annexation and zoning request:

1) The requested annexation parcel connects with the city limits on its west (S. Lexis Way) and south (E. Greenhurst Rd.) property lines. The parcel is part of a 4-parcel approximate 3.5-acre enclaved area.
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 have been annexed and developed.
3) The proposed zoning conforms with the city's comprehensive plan future land use map for medium density residential land use and is reasonably compatible with existing and proposed land uses in the area.
4) The property owner requested annexation and zoning to RD to split the parcel into 2 lots with the front .3-acre lot for a single-family dwelling and the back 1-acre lot for possible multiple family dwellings.

Consequently, the Planning and Zoning Commission voted to recommend approval of the Annexation and Zoning to RD to the City Council subject to the following conditions:

1) Annexation will include 50 feet of right-of-way dedication along the E. Greenhurst Rd. frontage.
2) A cross access and utility easement will be necessary for the shared access and underground utilities running across the multiple properties easterly side.

Further consideration, public hearing and final action on the Annexation and Zoning to RD have been scheduled before the Nampa City Council on May 20, 2019. You should be present at this hearing to address any questions the City Council may have. Should you have any questions, please feel free to contact me at 468-5446.

Sincerely,

Norman L. Holm, Planning Director
CITY OF NAMPA
STAFF REPORT - PUBLIC HEARING


To: Mayor & City Council

Owner/Applicant: Timbercreek Partners, LLC

File No: VAR 071-19

Prepared By: Norman Holm, Planning Director

Date: May 14, 2019


Purpose/Applicant Explanation: The owner/applicant states they are requesting the variances in order to maintain the character of the buildings as laid out in the amended and approved concept plan, and not utilize a different building plan or reduce the number of units, because all infrastructure and easements are already in place.

GENERAL INFORMATION

Status of Applicant: Owner

Existing Zoning: RML (Limited Multiple-Family Residential)

Location: West of S. Powerline Road and north of E. Iowa Avenue, Timbercreek Subdivision No. 2 (Lot 15, Block 1 of Timbercreek Subdivision No. 1 Amended, book 46, page 24 and a portion of the NE ¼ of Section 34, T3N, R2W, BM)
Size of Properties: Size of each lot is as shown on the approved final Plat for Timbercreek Subdivision No. 2.

Surrounding Land Use and Zoning:
North- Residential, RD (Two Family Residential)
South- Residential, RML (Limited Multiple-Family Residential)
East- Residential, RML (Limited Multiple-Family Residential)
West- Residential, RD (Two Family Residential)

Comprehensive Plan Designation: High Density Residential

**APPLICABLE REGULATIONS**

10-24-1: [Variance] Purpose:

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

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

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

10-24-2: Actions:

A. Granting of Variance Permit: The council may grant a variance permit with respect to requirements for fences and walls, site, area, width, frontage, depth, coverage, front yard, rear yard, side yards, outdoor living area, height of structures, distances between structures or landscaped areas as the variance was applied for or in modified form if, based on application, investigation and evidence submitted, the council concludes the following:

1. Literal interpretation and enforcement of the regulation would result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of the zoning ordinance.
2. There are extraordinary or unique site characteristics applicable to the property involved or to the intended use of the property which do not apply generally to other properties classified in the same zoning district.
3. Literal interpretation and enforcement of the regulation would deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district.
4. The granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.
5. The granting of the variance will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

10-11-5: PROPERTY AREA, WIDTH AND YARD REQUIREMENTS: (RML Zone)
D. Minimum Property Structure and Parking Front Yard (Setback): Shall be twenty feet (20') wide/deep...

SPECIAL INFORMATION

Transportation/Access: Each parcel has direct access on the common drive/parking areas with subdivision access from the South Powerline road arterial.

NARRATIVE/COMMENTS

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

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

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

Staff supports the applicants requested setback variances based on maintaining the character of the buildings as laid out in the amended and approved concept plan, and not utilizing a different building plan or reduce the number of units, because all infrastructure and easements are already in place, and that this constitutes a unique site circumstance and recommends that if the City Council votes to approve the front setback variances for the affected lots it be based upon the required findings of Section 10-24-2 of the Nampa City Code.

RECOMMENDED CONDITIONS OF APPROVAL

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

1) The applicant shall comply with all applicable requirements as may be imposed by City divisions/departments appropriately involved in the review of this request as the Variance approval shall not have the effect of abrogating requirements from those City divisions/departments.
ATTACHMENTS

1) Variance application (Page 5);
2) Application letter (Page 6)
3) Exhibit map with zoning overlay (Page 7)
4) Timbercreek subdivision site rendering (Page 8);
5) Timbercreek Subdivision No. 2 showing variance lots (Page 9);
6) Comment letter from Nampa – Engineering Division (Page 10);
7) Comment letter from Idaho – Transportation Department (Pages 11-12);
8) Comment letter from Nampa – Highway District #1 (Page 13);
9) Comment letter from Nampa – Building Department (Page 14);
10) Comment letter from Nampa – and Meridian Irrigation District (Page 15).
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: Timbercreek Partners LLC
Street Address: PO Box 14856
City: Jackson, WY 83002

Property Owner Name: Timbercreek Partners LLC
Street Address: PO Box 14856
City: Jackson, WY 83002

Applicant's interest in property: (X) Own ( ) Rent ( ) Other

ADDRESS OF SUBJECT PROPERTY:

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): see attached page

Dated this 10th day of April, 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 the following undue hardship:

1. Special characteristics of the site, which deprive it of privileges commonly enjoyed by other properties in the same zone or vicinity, and
2. The variance is not in conflict with the public interest.

Variances are not intended to allow something that others do not have a permitted right to do.

The use or construction permitted by a variance must be commenced within a 6-month period. If such use or construction has not commenced within such time period, the variance shall no longer be valid. Prior to the expiration of the 6-month period the applicant may request from the city council an extension for up to an additional 6 months from the original date of approval.

OFFICE USE ONLY

FILE NUMBER: VAR-011-2019 PROJECT NAME

Page 5
April 10, 2019

To Whom It May Concern,

Timbercreek Partners LLC purchased this property in 2016 with a Development Agreement in place from 2014 as attached to Ordinance #4129. Timbercreek Partners LLC then submitted and got approved by the City of Nampa an amendment to the original Development Agreement, which agreement was recorded as part of Ordinance #4248 on May 17, 2016 as document #2016-018662. The concept plan attached to the amended development agreement is the one that is currently being followed and built by Timbercreek Partners LLC.

Timbercreek Subdivision is currently approved as an RML zoned project and Section 10-11-5 (D) of the City of Nampa Code applies regarding the setback requirements. The required minimum front setback in the RML zone is 20 feet deep. During the permit application review of certain lots, it was brought to Timbercreek Partners LLC’s attention that the minimum setback requirements are not being met on 13 out of the 136 lots. The nonconforming lots are 13A, 14A, 14B, 14C, 14D, 16A, 16B, 16C, 16D, 17A, 17B, 17C, and 17D. Timbercreek Partners LLC is hereby requesting a variance from the minimum setback requirement of 20 feet in order to maintain the character of the buildings as laid out in the amended and approved Concept Plan. The project is currently at 75% completion and without the variance it would be necessary to place a different style building plan on lots 13, 14, 15, and 16 and potentially reduce the number of units even though all infrastructure and easements are in place already for the 136 individually platted lots. This would cause delay in the completion of the subdivision, would also change the overall concept plan, layout and building character in these areas, and would cause the neighbors to have to deal with a longer construction cycle than necessary. All the other building site plans are per plan and are meeting the minimum setback requirements of the Nampa City Code.

Our specific variance requests are as follows:

13A – we are requesting to reduce the front setback from 20’ to 10’.
14A, 14B, 14C, and 14D – we are requesting to reduce the front setback from 20’ to 6’.
16A, 16B, 16C, and 16D – we are requesting to reduce the front setback from 20’ to 11.79’.
17A, 17B, 17C, and 17D – we are requesting to reduce the front setback from 20’ to 11.79’.

Thank you for your consideration.

Sincerely,

Dennis Hourany, Managing Member
Timbercreek Partners LLC
Variance to reduce front setback requirement on two lots by Timbercreek Partners LLC

1168 & 1176 E Plumwood Place

Visit Planning & Zoning at cityofnampa.us for more info.
Date: May 10, 2019

Rev:

To: City Council
Cc: Caleb LaClair, P. E., Assistant City Engineer-Development
Cc: Daniel Badger, P. E., City Engineer
Cc: Tom Points, P. E., Nampa City Public Works Director

From: Jim Brooks – Engineering Division

Subject: Variance – Front yard setbacks

Applicant: Timbercreek Partners, LLC.

Applicant Address: P.O. Box 14856, Jackson, Wyoming 83002

Owner: Timbercreek Partners, LLC.

Owner Address: P.O. Box 14856, Jackson, Wyoming 83002

Parcel Address: Various lots and blocks in the Timbercreek No. 2 Subdivision

VAR-00071-2019 for the May 20, 2019 City Council Meeting

The Engineering Division does not oppose the granting of this variance request.
May 9, 2019

Sylvia Mackrill
City of Nampa
411 3rd Street South
Nampa, Idaho 83651

VIA EMAIL

<table>
<thead>
<tr>
<th>Development Application</th>
<th>VAR-00071-2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name</td>
<td>TIMBERCREEK SUBDIVISION</td>
</tr>
<tr>
<td>Project Location</td>
<td>North of East Iowa Avenue and west of South Powerline Road approximately 0.15 miles west of the intersection of South Powerline Road and East Iowa Avenue, east of SH-45 milepost 25.86</td>
</tr>
<tr>
<td>Project Description</td>
<td>Request additional lots be added to Variance request pertaining to Nampa Zoning Ordinance Chapter 10-11-15-D-a requiring a 20 foot front yard setback in the RML (Limited Multiple Family Residential) zoning district. Applicant is applying for a variance for a total of 13 lots.</td>
</tr>
<tr>
<td>Applicant</td>
<td>Timbercreek Partners</td>
</tr>
</tbody>
</table>

The Idaho Transportation Department (ITD) reviewed the referenced variance application and has the following comments:

1. This project does not abut the State highway system.

2. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.

3. 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
Sylvia Mackrill

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Wednesday, May 01, 2019 12:59 PM
To: Sylvia Mackrill
Subject: [External] RE: REVISED APPLICATION FOR VAR-00071-2019 Timbercreek Subdivision:

Good Afternoon Sylvia,

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

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From: Sylvia Mackrill <mackrill@cityofnampa.us>
Sent: Wednesday, May 1, 2019 10:18 AM
To: Addressing <Addressing@cityofnampa.us>; Beth Ineck <ineckb@cityofnampa.us>; bob.parsons@phd3.idaho.gov; Bobby Sanchez <sanchezb@cityofnampa.us>; boce@canyonco.org; Brent Hoskins <hoskinsb@cityofnampa.us>; Caleb LaClair <laclaire@cityofnampa.us>; Canyon Highway District No. 4 (chopper@canyonhd4.org) <chopper@canyonhd4.org>; Carl Miller - Compass of Idaho (cmiller@compassidaho.org) <cmiller@compassidaho.org>; Chanee Grant <cgrant@nmid.org>; Cody Swander <swander@cityofnampa.us>; Daniel Badger <BadgerD@cityofnampa.us>; deerflat@fws.gov; Don Barr <barrd@cityofnampa.us>; Doug Critchfield <critchfieldd@cityofnampa.us>; Eddy Thiel <eddy@nampahighway1.com>; Elijah Effinger <effingere@cityofnampa.us>; Eric Shannon <eric@nampahighway1.com>; gwiles@nampachristianschools.com; Jared Bryan <bryanj@cityofnampa.us>; Jason Kimball <kimballj@cityofnampa.us>; Jay Young <youngj@cityofnampa.us>; Jeff Barnes <barnesj@cityofnampa.us>; jenny.titus@vallivue.org; jessica.mansell@intgas.com; Jim Brooks <brooksj@cityofnampa.us>; Ken Couch - Idaho Transportation Dept, District 3 (D3Development.Services@itd.idaho.gov) <D3Development.Services@itd.idaho.gov>; Ken Keene <keenek@cityofnampa.us>; Kent Lovelace <lovelacek@cityofnampa.us>; kfunke@idahopower.com; mark@pioneerirrigation.com; Melissa Close <closem@cityofnampa.us>; monica.taylor@intgas.com; Neil Jones <jonesn@cityofnampa.us>; Nick Lehman <Nick@nampahighway1.com>; nmid@nmid.org; nre.easement@centurylink.com; Patrick Sullivan <sullivanw@cityofnampa.us>; Phillip Roberts <robertsp@cityofnampa.us>; pnilsson@canyonco.org; Ray Rice <ricer@cityofnampa.us>; rdewey@nsd131.org; Reggie Edwards <edwardsr@cityofnampa.us>; Richard Davies <daviesr@cityofnampa.us>; Shellie Lopez <lopezs@cityofnampa.us>; Soyla Reyna <reynas@cityofnampa.us>; Tammy Wallen <twallen@nsd131.org>; Tom Points <pointst@cityofnampa.us>; UCC ben melody <ben.melody@intgas.com>; vcharles@idahopower.com

Subject: REVISED APPLICATION FOR VAR-00071-2019 Timbercreek Subdivision:

Further to my e-mail of April 22nd regarding the Variance request for Timbercreek Subdivision.

Timbercreek Partners have now requested additional lots be added to their Variance request, pertaining to Nampa Zoning Ordinance Chapter 10-11-5-D.1. requiring a 20 ft front yard setback in the RML (Limited Multiple Family Residential) zoning district.
Building Department has no conditions on this variance for front setbacks.

From: Sylvia Mackrill <mackrill@cityofnampa.us>
Sent: Monday, April 22, 2019 11:54 AM
To: Addressing <Addressing@cityofnampa.us>; Beth Ineck <ineckb@cityofnampa.us>; bob.parsons@phd3.idaho.gov; Bobby Sanchez <sanchezb@cityofnampa.us>; bocc@canyonco.org; Brent Hoskins <hoskinsb@cityofnampa.us>; Caleb LaClair <ladairc@cityofnampa.us>; Canyon Highway District No. 4 (chopper@canyonhd4.org) <chopper@canyonhd4.org>; Carl Miller - Compass of Idaho (cmiller@compassidaho.org) <cmiller@compassidaho.org>; Chanee Grant <cgrant@nmid.org>; Cody Swander <swandercc@cityofnampa.us>; Daniel Badger <BadgerD@cityofnampa.us>; deerflat@fws.gov; Don Barr <barrd@cityofnampa.us>; Doug Critchfield <critchfield@cityofnampa.us>; Eddy Thiel <edy@nampahighway1.com>; Elijah Effinger <efingere@cityofnampa.us>; Eric R Shannon <eric@nampahighway1.com>; gwiles@nampachristianschools.com; Jared Bryan <bryanj@cityofnampa.us>; Jason Kimball <kimballj@cityofnampa.us>; Jay Young <youngj@cityofnampa.us>; Jeff Barnes <barnesj@cityofnampa.us>; jenny.titus@vallivue.org; jessica.mansell@intgas.com; Jim Brooks <brooksj@cityofnampa.us>; Ken Couch - Idaho Transportation Dept, District 3 (D3Development.Services@itd.idaho.gov) <D3Development.Services@itd.idaho.gov>; Ken Keene <keeneck@cityofnampa.us>; Kent Lovelace <lovelacek@cityofnampa.us>; kfunke@idahopower.com; mark@pioneerirrigation.com; Melissa Close <closenm@cityofnampa.us>; monica.taylor@intgas.com; Neil Jones <jonesn@cityofnampa.us>; nick@nampahighway1.com; nmid@nmid.org; nre.easement@centurylink.com; Patrick Sullivan <sullivanw@cityofnampa.us>; Phillip Roberts <robertsp@cityofnampa.us>; pnilsson@canyonco.org; Ray Rice <ricer@cityofnampa.us>; rdewey@nsd131.org; Reggie Edwards <edwardsr@cityofnampa.us>; Richard Davies <daviesr@cityofnampa.us>; Shellie Lopez <lopezs@cityofnampa.us>; Soyla Reyna <reynas@cityofnampa.us>; Tammy Wallen <twallen@nsd131.org>; Tom Points <pointst@cityofnampa.us>; UCC ben melody <ben.melody@intgas.com>; vcharles@idahopower.com
Subject: VAR-00071-2019 Lots 13A, 14A, a4B, 14C and 14D Timbercreek Subdivision

Good morning,

Timbercreek Partners, LLC have requested a Variance to City of Nampa Zoning Ordinance Chapter 10-11-5-D.1. requiring a twenty (20) ft front yard setback in the RML (Limited Multiple Family Residential) zoning
RE: VAR-071-2019/ Timbercreek Subdivision

Dear Norm:

Nampa & Meridian Irrigation District (NMID) has no comment on VAR071 only. A Land Use Change application will be required prior to submitting to platting.

The District’s Aaron Drain courses along the west boundary of this proposed project and has a minimum easement of one hundred feet (100’) total, fifty feet (50’) from centerline each side.

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
Asst. Water Superintendent
Nampa & Meridian Irrigation District
DTD/ gnf

Cc: Office/ file
ORDINANCE NO. __________

AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS AN UNADDRESSED PARCEL LYING SOUTH OF CHERRY LANE BETWEEN TEN LANE AND MIDLAND BOULEVARD, COMPRISING APPROXIMATELY 21.395 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 HC (HEALTHCARE) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND, DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215.

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

Section 1. That the Nampa City Council, upon recommendation of the Planning & Zoning Commission, and following the public notice and hearing procedures set forth in the Local Land Use Planning Act and Nampa City Code § 10-03-08 and Chapter 2, Title 10, approved Case No. ANN 110-18 (St. Luke’s RMC Annexation) at a public hearing held on March 18, 2019.

Section 2. The following described property, commonly known as an unaddressed parcel lying south of Cherry Lane between Ten Lane and Midland Boulevard, comprising approximately 21.395 acres, more or less, is contiguous to the City of Nampa, Idaho, and the applicant has requested that said following described property should be annexed into the City of Nampa as HC (Healthcare):

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

Said described property is also visually depicted in the drawing attached hereto and marked as Exhibit “B,” which is also made a part hereof by this reference.

Section 3. That the above-described property is hereby annexed into the corporate limits of the City of Nampa and zoned HC (Healthcare).
Section 4. That the City Engineer and the Planning & Zoning Director of the City of Nampa, Idaho, are hereby instructed to so designate the same above described property on the official zoning map and other area maps of the City of Nampa, Idaho as lying within the city limits and zoned HC (Healthcare).

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, this 20th day of May, 2019.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 20th day of May, 2019.

Attest:

Mayor Debbie Kling

City Clerk
March 28, 2019
Project No.: 118118

ST. LUKE'S REGIONAL MEDICAL CENTER, LTD

ANNEXATION

A parcel of land being APN: R3100300000 & a portion of existing APN: R3099800000 & located in a portion of the Northeast 1/4 of the Northwest 1/4 of Section 9, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho being more particularly described as follows:

COMMENCING at the West One Sixteenth North corner of said Section 9, marked by a 5/8" steel pin, from which the North One Quarter corner of said Section 9 bears North 89° 47' 40" East, 1326.63 feet; thence on the west line of said Northeast 1/4 of the Northwest 1/4 of Section 9, South 00° 05' 48" East, 50.00 feet, to a point on the southerly right-of-way line of Cherry Lane AND the POINT OF BEGINNING;

Thence North 89° 47' 40" East, 135.40 feet;
Thence South 00° 05' 48" West, 220.00 feet;
Thence North 89° 47' 40" East, 166.61 feet;
Thence North 00° 05' 48" East, 112.43 feet;
Thence North 89° 47' 40" East, 370.32 feet;
Thence North 00° 05' 48" East, 107.57 feet;
Thence North 89° 47' 40" East, 14.30 feet;
Thence South 00° 04' 48" West, 613.10 feet;
Thence South 89° 46' 20" West, 13.83 feet;
Thence South 00° 11' 02" West, 49.35 feet to a point of curvature;
Thence 33.74 feet on the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 38° 39' 32", and whose long chord bears South 19° 08' 37" East, 33.10 feet;
Thence South 38° 28' 16" East, 741.36 feet, to a point on the south line of said Northeast 1/4 of the Northwest 1/4 of Section 9;
Thence on said south line of the Northeast 1/4 of the Northwest 1/4 of Section 9, South 89° 44' 59" West, 1146.01 feet, to the Northwest One Sixteenth corner of said Section 9;
Thence on the west line of said Northeast 1/4 of the Northwest 1/4 of Section 9, North 00° 05' 48" East, 1276.74 feet to the POINT OF BEGINNING.

The above described parcel contains (931981 sq.ft.) 21.395 acres, more or less.

PREPARED BY:
The Land Group, Inc.
Michael Femenia, PLS
Exhibit "B"
Horizontal Scale: 1" = 250'

Annexation
St. Luke's Nampa Campus Expansion
St. Luke's Regional Medical Center, LTD
0 Cherry Ln

Annexation and Zoning of two parcels to HC (Healthcare)

ANN-00110-2018

1/29/2019

Visit Planning & Zoning at cityofnampa.us for more info.

For illustrative purposes only