Call to Order and Pledge to Flag

Invocation – Mike Rice - Lakeview Bible Church

Roll Call

Proposed Amendments to Agenda

(1) Consent Agenda (Action Items)

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

1-1. Minutes
   a. Regular City Council Meeting – June 17, 2019
   b. Planning and Zoning Meeting – June 11, 2019
   c. Local 804 Fire Negotiation Meeting – June 26, 2019

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

1-3. Plat Approvals
   a. Final
      • New York Landing Subdivision No. 1, east of Southside Blvd, on the north side of Alma Lane. (A parcel located in the N ½ of Section 12 T2N R2W BM – 95 Single Family Residential lots on 35.69 acres or 2.332 lots/gross acre), for Kent Brown representing Trilogy Idaho. (SPF-00089-2019)
   b. Short
      • Smith Avenue Hideaway, for two (2) single family detached lots and one duplex lot on .7 acres, approved for RS-6 zoning designation by City Council on June 17, 2019, 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 Office in the NW ¼ of Section 21 T3N R2W BM, for Susan Schindler as Applicant, Mason & Associates as Engineers/Surveyors. (SPS-00019-2019)

1-4. Authorize Public Hearings
   a. Annexation and Zoning to BC (Community Business) for .525 acres or 22,866 sq ft located in the SE ¼ Section 10 T3N R2W BM, Franklin Tracts Plot C at 0 N Franklin Blvd; Zoning Map Amendment from AG (Agricultural) to BC (Community Business) for 2.24 acres, or 97,574 sq ft located in the SE ¼ Section 10 T3N R2W BM, Franklin Tracts Plot B at 1414 E Karcher Rd; and, (The Planning Commission approved the Conditional Use Permit for Five 18 Unit Luxury Apartment Buildings for a total of 90 units on 4.37 acres, or 190,357 sq ft,

*Or as Soon After 7:00 PM as Each Matter may be Heard
located in the SE ¼ Section 10 T3N R2W BM, at 0, 0, and 1414 E Karcher Rd and 0 N Franklin Rd – CUP-00139-2019), all for Dean Anderson. (ANN-00122-2019 and ZMA-00107-2019)

b. Annexation and Zoning to IL (Light Industrial) at 16261, 16285 and 16317 N Madison Rd for 4.02 acres or 175,111 sq ft (Lots 1, 2 and 3, Block 1, Madison Acres situated in the SW ¼ of Section 10 T3N R2W BM), for Adler Industrial LLC, represented by Kent Brown (ANN-00124-2019)

c. Comprehensive Plan Future Land Use Map Amendment from Low Density Residential to High Density Residential at 525 E Greenhurst Rd. (A 2.90 acre parcel of land and Tax 3, Tax 5 and Tax 6, Lot 3, Asselins Subdivision, in the NW ¼ Section 10 T3N R2W BM), for Gavin King. (CMA-00046-2019). **Planning and Zoning Commission recommended denial of the Comprehensive Plan Amendment from Low Density Residential to High Density Residential**

d. Zoning Map Amendment from RML (Limited Multiple Family Residential) to IL (Light Industrial) for a 2.38 acre or 103,673 sq ft portion of the NW ¼ of Section 23 T3N R2W BM, located at 1504 Garrity Blvd, for Loni R Monson (ZMA-00108-2019)

1-5. Authorize to Proceed with Bidding Process
   a. Authorize Staff to Advertise Request for Qualifications for 3rd Avenue North and West Industrial Road Intersection Improvements and Initiate Contract Negotiations with Selected Consultant

1-6. Authorization for Execution of Contracts and Agreements
   a. Approve the proposed irrigation plan for the Red Tail Estates Subdivision #3, and grant a deferral of all requested subdivision improvements until such time as the property is annexed into the City and such improvements (curb, gutter, sidewalk, street lights, landscaping, and fencing) are deemed to be warranted by the City. The City Council decision will be provided to Canyon County Development Services for their use in processing the Preliminary Plat.

1-7. Monthly Cash Report
   a. None

1-8. Resolutions
   a. None

1-9. Licenses for 2019
   a. Alcohol Renewal
      • None
   b. Alcohol New

*Or as Soon After 7:00 PM as Each Matter may be Heard*
• Holy Cow Restaurant – On Premise Beer and wine license for 1226 1st Street South

1-10. Approval of Agenda

(2) Proclamations

2-1. Snake River Stampede Days
2-2. Dianne Siewert Appreciation Day

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

Mayor & Council Comments

(3) Agency & Commission Reports

3-1. None

(4) Staff Communications

4-1. Staff Report – Tom Points Public Works

(5) New Business

5-1. Action Item: Appoint additional Compass Board position, due to Nampa population exceeding 100,000

5-2. Action Item: Authorize the Mayor to sign a Memorandum of Understanding with the Downtown Business Improvement District #2

5-3. Action Item: Declare 728 South Powerline Road as Surplus Property and Authorize Staff to Attempt Sale of Property to Contiguous Property Owners per Federal Highway Administration Divestiture Rules

5-4. Action Item: Authorize Mayor and Public Works Director to Sign Task Order for Scope of Work for Consultant Services with CTA Architects Engineers for Facility Master Plan for Fleet Services Division, Street Division and Water Division

5-5. Action Item: Authorize Mayor and Public Works Director to Sign Task Order for Scope of Work for Consultant Services with CTA Architects Engineers for Design Services for New Restroom Construction at Street Division

5-6. Action Item: Authorize Mayor and Public Works Director to sign Professional Services Agreement and Task Order for Scope of Work with Negotiation Services, LLC, for Middleton

*Or as Soon After 7:00 PM as Each Matter may be Heard
City of Nampa  
Regular Council Meeting  
Livestreaming at https://livestream.com/cityofnampa  
July 1, 2019  
Regular Council – 6:00 PM  
Public Hearings – 7:00 PM*

Road Rebuild (Greenhurst Road to Roosevelt Avenue) project in the amount of $65,500.00 time and materials, not to exceed (T&M NTE)

5-7. **Action Item**: Authorize Mayor to sign task order for attached scope of work with Paragon Consulting, Inc. for Midland Boulevard & Lake Lowell Avenue project design in the amount of $89,550.00 Time and Materials Not to Exceed (T&M N.T.E.)

5-8. **Action Item**: Award quote and authorize Mayor to sign contract for the Holly Street Pedestrian Improvements project with Hess Construction in the amount of $46,303.90

5-9. **Action Item**: Award the bid and authorize the Mayor to sign contract for FAA-AIP-31 Grant – Construct Hangar Taxiways at Nampa Municipal Airport in the amount of $522,250.00 with Idaho Materials & Construction pending FAA funding

5-10. **Action Item**: 1st Reading of Ordinance for Annexation and Zoning to RS7 (Single Family Residential – 7,000 sq. ft.) zoning district for Gemstone Subdivision at 3615 Southside Blvd. (16 single family detached lots on 5 acres for 3.2 dwelling units per gross acre - a 5-acre or 217,800 sq. ft. portion of the SE ¼ SE 1/4, Section 20, T2N, R2W, BM) for Mason and Associates representing Lanco, Inc. (PH was 7-1-2019)

5-11. **Action Item**: Resolution implementing increase to Water Rates and Fees by 9%, effective October 1, 2019 (PH was 7-1-2019)

5-12. **Action Item**: Resolution implementing increase to Water Hookup Fees by PPI-West Index Rate of 6.09%, effective 1, 2019 (PH was 7-1-2019)

(6) Public Hearings

6-1. **Action Item**: Annexation and Zoning to RS7 (Single Family Residential – 7,000 sq. ft.) zoning district for Gemstone Subdivision at 3615 Southside Blvd. (16 single family detached lots on 5 acres for 3.2 dwelling units per gross acre - a 5-acre or 217,800 sq. ft. portion of the SE ¼ SE 1/4, Section 20, T2N, R2W, BM) for Mason and Associates representing Lanco, Inc. (ANN 119-19)

6-2. **Action Item**: Vacation of the 10 ft wide Public Utilities, Drainage and Irrigation Easement within the Broadmore Commercial Park First Addition Subdivision Plat, running along the west side of Lot 2, Bk 2 for 341.93 ft, along the south side of Lot 2, Bk 2 for 700 ft; and, Vacation of the 5 ft wide Public Utilities, Drainage and Irrigation Easement along the east side of Lot 2, Block 2 for 297.20 ft; and along the west side of Lot 1, Block 2 for 297.20 ft; all in the Broadmore Commercial Park First Addition Subdivision, south of Shannon Drive, in the NE ¼ Section 16 T3N R2W BM, Instrument No. 827059, Recorded April 7, 1978. The applicants state they are requesting Vacation of the subject easements because the easements no longer exist and all the public utilities serving the property have been placed in alternate locations, for Richard Evans, representing AgEquity, LLC. (VAC-00038-2019)

6-3. **Action Item**: Vacation of the remaining 22 ft of the Greenbelt Easement running through the east side of 1024 Augusta Dr, (Lot 14, Block 1, Augusta Subdivision, in the NW ¼ Section 33
T3N R2W, within an RS-6 Single Family Residential – 6000 sq ft minimum lot size) zoning district. The applicants state they are requesting the Vacation of the Greenbelt Easement in order to locate an in-ground swimming pool on the property, for Bryan Crookham. (VAC-00039-2019)

6-4. **Action Item**: Vacation of the 25 ft x 2,103 ft Right-Of-Way for Wilson Ave, located approximately 2,615 ft north of Cherry Lane, between N Franklin Blvd and 11th Ave N, within the RS-7 (Single Family Residential – 7000 sq ft) and RS-8 (Single Family Residential – 8000 sq ft) zoning districts. The applicant states Wilson Ave was never improved and is not in alignment with the existing and proposed subdivisions in the area, for Heartland Townhomes Property Management, LLC. (VAC-00037-2019)

6-5. **Action Item**: Variance to City of Nampa Zoning Ordinance Section 10-8-6 requiring a 6,000 sq ft minimum lot size in the RS-6 zoning district for a substandard size property located at 1104 E Clark Ave, an approximate 75 ft x 75 parcel comprising approximately 5,619 sq ft, within the RS-6 (Single Family Residential – 6000 sq ft minimum lot size) zoning district, the West 75 ft of the S ½ of Lot 5, and the West 75 ft of Lot 6, Block 81, Kurtz Addition, Nampa. The applicants state they are requesting the Variance in order to locate a duplex on the property, for Cavin Duffin, representing Floyd C Mitchell. (VAR-00076-2019)

6-6. **Action Item**: Consider Increase in Water Rates and Fees for Operations, Maintenance and Systematic Replacement of Supply and Infrastructure in Order to Continue to Provide Continuous and Reliable Utility Services

6-7. **Action Item**: Consider Increase in Water Hookup Fees for Systematic Replacement of Water Infrastructure to Provide Continuous and Reliable Utility Services

(7) **Unfinished Business**

7-1. **Action Item**: Consider approval of the Marketing Agreement between the City of Nampa and Utility Partners Private Label, Inc. for the marketing of service line insurance to City water and sewer customers

7-2. **Action Item**: 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**)

7-3. **Action Item**: 1st reading of ordinance for 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** (**PH was 5-20-2019**)

7-4. **Action Item**: 1st reading of ordinance for 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; (PH was 5-20-2019)

7-5. Action Item: 1st reading of Ordinance for Vacation of a 10 ft x 70 ft long portion of the Lone Star Rd Right-Of-Way, located on the west side of the property addressed as 561 Lone Star Rd (Canyon County Parcel R15216010A1), a .741 acre parcel located within an RS-6 (Single Family Residential – 6000 sq ft minimum lot size) on the south side of Lone Star Rd. The applicant states they are requesting the Vacation of Right-Of-Way in order to align the property lines after dedicating 15 ft of Lone Star Rd Right-Of-Way to the City of Nampa on the east side of the subject property, for Mitchell Page. (VAC-00035-2019) (PH was 6-3-2019)

7-6. Action Item: 1st reading of Ordinance for Zoning Map Amendment from RA (Suburban Residential) to RS-6 (Single Family Residential – 6000 sq ft minimum lot size) for .7 acres or 30,368 sq ft at 714 Smith Ave, for Smith Avenue Hideaway (2 single family detached lots and one duplex lot on .7 acres 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) for Susan Schindler (ZMA-00105-2019) (PH was 6-17-2019)

7-7. Action Item: 1st reading of Ordinance Correcting Ordinance 4412 for corrections to legal descriptions

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

8-1. 1st reading of ordinance for modification of an Annexation and Zoning Development Agreement (Ord. 3554 – Instr. # 200629961) between BB One LLC and the City of Nampa by amending Exhibit B - Commitments and Conditions, and introducing an Exhibit C - Preliminary Plat for Laguna Farm Apartments pertaining to Parcel #R304170000 (1652 Idaho Center Blvd.) a 24.53-acre property in a GB2 (Gateway Business 2) zoning district in Government Lot 1 and the NE ¼ of the NW ¼ of Section 7, T3N, R1W, BM - for Kent Brown representing FIG Laguna Farms LLC (DAMO 027-18) (PH was 2-4-2019)

8-2. 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)
8-3. 1st reading of ordinance for 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) (PH was 5-20-2019)

8-4. 1stk reading of Ordinance for Zoning Map Amendment from BC (Community Business) to IL (Light Industrial) and Conditional Use Permit 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), for Byron Healy. (ZMA-00106-2019, CUP-00138-2019) (PH was 6-17-2019)

(9) Executive Sessions

9-1. Motion to Adjourn into Executive Session Pursuant to Idaho Code 74-206 (1) (j) To consider labor contract matters authorized under section 67-2345A [74-206A](1)(a) and (b), Idaho Code.

Adjourn

Next Meeting

Regular Council at 6:00 PM – Monday, July 15, 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.

Mayor Kling presented a request to amend the agenda by removing item #6-4. – public for vacation of portions of the ten (10) ft wide Water Easement traversing 1255 North Happy Valley Road (Tax 17376 in Lots 1 and 2, Block 1, Winco Place Subdivision), to be relocated in order to allow for a suitable building pad location. The property is located on the west side of N Happy Valley Rd, south of E Flamingo Ave and East of Garrity Blvd, within a BC (Community Business) zoning district, for KM Engineering, representing Idaho Central Credit Union. (VAC-00036-2019).

❖ (1) Consent Agenda (Action Items) ❖

MOVED by Levi and SECONDED by Rodriguez to approve the Consent Agenda with the above-mentioned amendment; Item #1-1. – Regular Council Minutes of June 3, 2019; Special CDBG Council Meeting of June 3, 2019; Special Storage Unit Moratorium Council Meeting of June 3, 2019; Special CDBG Council Meeting of June 10, 2019; Bicycle and Pedestrian Advisory Committee Minutes of May 9, 2019; Board of Appraisers Minutes; Airport Commission Minutes of May 13, 2019; Planning & Zoning Commission Minutes; Library Commission Minutes; Item #1-2. - The Nampa City Council dispenses with the three (3) reading rule of Idaho Code § 50-902 for all ordinances; Item #1-3. - Final and Preliminary Plat Approvals: 1) None; Item #1-4. - Authorize Public Hearings: 1) authorize Community Development Staff to open up a CDBG 30-day comment period on June 21st for our Draft 2019 Program Year Action plan and to make the Draft Action plan available on the City of Nampa’s website; 2) Annexation and Zoning to RS-6 (Single Family Residential – 6000 sq. ft minimum lot size) at TBD High Ave. (A .84 acre or 36,438 sq. ft portion of the SE ¼ of Section 20 T3N R2W BM), for Mark and Alina Kondratyuk for construction of single-family homes. (ANN-00120-2019); 3) Annexation and Zoning to RML (Limited Multiple Family Residential) at 1111 E Iowa Ave. (A .34 acre or 14,938 sq. ft portion of the SE ¼ of Section 34 R2W BM), for Anthony Sparks for construction of a Fourplex. (ANN-00121-2019 Planning and Zoning Commission recommended Annexation and RD (Residential Two Family - Duplex) zoning district; Item #1-5. - Authorize Public Comment Period: 1) Authorize Staff to open a CDBG 30-day comment period on June 21st for our Draft 2019 Program Year Action plan and to make the Draft Action plan available on the City of Nampa’s website; Item #1-6. - Authorize to Proceed with Bidding Process: 1) Authorize Staff to open a CDBG 30-day comment period on June 21st for our Draft 2019 Program Year Action plan and to make the Draft Action plan available on the City of Nampa’s website; Item #1-7. - Authorization for execution of Contracts and Agreements: 1) Library Square – Task Order and MOU • REQUEST 1: Authorize Mayor to sign MOU with NDC for the Library Square Traffic Modifications design work and • REQUEST 2: Authorize Mayor to sign task order for professional services with Keller Associates for the Library Square Traffic Modifications in the amount of $36,600 (T&M N.T.E.); 2) Authorize Mayor and Public Works Director to sign the Task Order for Professional Services between the City of Nampa and TO Engineers, Inc. for the Stoddard Path Extension Phase 1 (Key Number 22050) and Stoddard Path Extension Phase 2 (Key Number 22070) in the amount of
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$99,400.00 Time and Materials Not to Exceed; Item #1-8. - Monthly Cash Report: 1) May 2019; Item #1-9. - Resolutions: 1) None; Item #1-10. - License for 2019: a) Renewal Alcohol: 1) None; b) New Alcohol: 1) None; Miscellaneous Items: 1) None. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. Mayor Kling declared the

MOTION CARRIED

(2) Proclamation

Item #2-1. – Elder Abuse Awareness Month

Whereas, all senior citizens deserve to live safely and be treated with respect and dignity to enable them to continue to serve as leaders, mentors, and volunteers who contribute to the vitality of the community; and

Whereas, elder abuse consists of intentional actions that cause harm or a serious risk of harm to a vulnerable elder by a legal guardian, a person in a trusted relationship, or failure by a caregiver to satisfy the elder's basic needs, whether at home, long term care facilities or in the community; and

Whereas, it is estimated that 1 in 10 elders living in their homes experience elder abuse each year and this number continues to increase and crosses all socio-economic boundaries; and

Whereas, the National Center on Elder Abuse determined the most common perpetrator of elder abuse is the victim's spouse or partner, defined as domestic violence; and

Whereas, we are all responsible for eliminating elder abuse by watching for signs such as physical trauma, withdrawal, depression, anxiety, fear of family members, friends, or caregivers; and

Whereas, protecting vulnerable and older adults is a community responsibility and it is imperative communities work together to help prevent and reduce abuse, neglect and exploitation;

Now Therefore, I, Debbie Kling, Mayor of the City of Nampa, Idaho, do hereby proclaim June 17, 2019 as

“Vulnerable Adults and Elder Abuse Awareness Month”

The City of Nampa and I request every citizen of our great community commit to building safer lives and a safe community for our elderly residents’ worth.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Nampa to be affixed this 17th day of June in the year of our Lord two thousand nineteen.

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Family Justice Center Director, Criselda De La Cruz, said in 2014 we received a grant and now have another grant and we have been able to provide more service for elders. In 2018 we served 138 elders and to date in 2019 we served 100.

**Item #2-2. – Jim Brooks Appreciation Day (this will be read on Friday)**

*Whereas,* Mr. Jim Brooks has honorably and faithfully served the City of Nampa as a member of the Water Department, October, 1975, and transferred to the Engineering Department September, 1977; and

*Whereas,* these years of service have been marked by exemplary performance and valuable leadership in the vital accomplishments of this Authority; and

*Whereas,* his unwavering dedication and commitment to excellence is in keeping with the highest standards of service to our community;

**Now Therefore,** I, Debbie Kling, Mayor of the City of Nampa, Idaho, do hereby proclaim June 21, 2019 as

“Jim Brooks Appreciation Day”

I encourage the citizens and staff of the City of Nampa to take time today to support and thank Mr. Brooks for his years of service in the City of Nampa, Idaho.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Great Seal of the City of Nampa to be affixed this 17th day of June in the year of our Lord two thousand nineteen.

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

*Mayor Kling asked if there was any Nampa Residents wishing to speak on any item that was not on the agenda (5 persons limit):*
  * None

*Mayor Kling’s and Council Comments*
  * One-year anniversary for the livestream - Mayor
  * June 26, 2019 God and Country at the Ford Idaho Center – Mayor
  * Gave a shout out to Chief Huff and Jason Cantrell for allowing training with the SWAT Team – Councilmember Haverfield*
(3) Agency/External Communications

- None

(4) Staff Communications

Item #4-1. – Public Works Director Tom Points presented a staff report to update the council on current projects as follows:

**Update to 2019 Street Division Chip Sealing Campaign** – Major chip sealing in Zone D1 and Zone D2 is well underway. It is estimated that chip sealing is about 50% complete with 100% of arterials completed as of June 10. The following roads have been chip sealed: South Canyon Street/Georgia; West Iowa Avenue from 12th Avenue South to Midland Boulevard; South Midland Boulevard from West Dooley Lane to West Greenhurst Road; West Locust Lane from Shipman Circle to city limits past South Raintree Drive; Sunnyridge Road from East Greenhurst Road south to city limits; Blakeslee Drive from South Powerline Road to West Greenhurst Road; East Greenhurst Road from South Powerline Road to Juniper; 11th Avenue South from 3rd Street South to city limits; 7th Street South from 12th Avenue South to Yale Street; 7th Avenue South from 3rd Street South to Lonestar Road; 1st Street South from Northside Boulevard to 11th Avenue South. Staff began chip sealing subdivisions the afternoon of June 10, starting with Crystal Cove. Chip sealing should wrap up by June 20; sweeping excess chip and final cleanup is estimated to be June 27. Fog sealing will commence on July 8 in approximately the same order of chip sealing in Zones D1 and D2. Thermoplastic application and paint striping are estimated to be completed by August 8. Staff provides daily updates to the Nampa City website for citizens to review and track the progress. As this campaign takes all Street staff and resources, additional work requests will be delayed until after completion, apart from an emergency.

**ITD Reevaluation of Idaho 16, I-84 to Idaho 44 Corridor Design** - In May 2019, Mayor Kling, with support of Nampa City Council, sent a letter to the Idaho Transportation Department (ITD) Board stating the following City of Nampa interests in the I-84/SH-16 Interchange planning process (see Exhibit A):

1. The City of Nampa supports the development of a local southerly corridor study starting at the future I-84/SH-16 Interchange and extending to southern Nampa near Greenhurst Road.
2. The City of Nampa desires to partner with ITD by dedicating $500,000 toward the SH-16 Interchange project or the local southerly corridor planning study. These dollars are in addition to the $250,000 promised by the City of Nampa to ITD as part of the Project Bronco I-84/Garrity Interchange mitigations.
3. Nampa volunteers to coordinate and lead the multiagency local southerly corridor planning study effort.
Public Works Director Tom Points, and Nampa City Engineer Daniel Badger, met with the Kuna Public Works Director to request support for the local southerly corridor planning study. As a result, Kuna Mayor Joe Stear drafted a letter to the ITD Board stating Kuna’s support (see Exhibit B).

The ITD Board received Nampa’s letter, along with the support letter from Kuna, and provided response with the following main points (see Exhibit C):

1. The Idaho 16, 1-84 to Idaho 44 original Environmental Impact Statement (EIS) did not preclude a direct SH-16 Interchange southerly from I-84.
2. ITD understands the Nampa City’s concerns that without a southerly SH-16 connection there will not be adequate connectivity for future growth.
3. ITD will maintain the opportunity for a direct southerly connection as they move forward with the design study.
4. However, the local road connection itself, to the south of I-84, is not included in the design refinements or re-evaluation of the EIS that are currently underway. Any future connection to I-84 would need to be independent of the Idaho 16, 1-84 to Idaho 44 corridor study.
5. ITD will provide technical support for the local southerly corridor planning study.

Staff will continue to work with ITD through the planning and design process to ensure the design allows for a future direct southerly connection from SH-16. In addition, staff will begin the process of launching a local southerly corridor planning study.

Wastewater Program Updates - The Reuse Permit for Class A Recycled Water 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 of Nampa received notification on May 24, 2019, that IDEQ will draft a permit (see Exhibit D). It is anticipated that the draft permit will be provided to the City sometime before the end of July and a final permit later this year.

For the fiscal year 2020 budget, staff will recommend hiring a wastewater project manager. This would be one new fulltime employee in the Wastewater Division, functioning as a project manager focused on the delivery of capital projects. This position would begin the transition of bringing wastewater program management services in-house. Since 2012 this need has been met through professional services contracting. Brown and Caldwell provided excellent technical resources and program personnel to get the City of Nampa’s wastewater program position to delivery of the Wastewater Upgrades Phase I, II, and III projects. Continued support from Brown and Caldwell will be needed to deliver the $189 million Phase II project. This new position would add engineering technical and management capacity to the City of Nampa. The position can be funded by a reduction in professional services contracting for annual WWPM for an estimated savings of $200,000 in fiscal year 2020.
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The City of Nampa and Pioneer Irrigation District were invited to co-present on the recycled water program at the Idaho Water Users Association (IWUA) Water Law & Resource Seminar on June 10 (see Exhibit E). The IWUA “is organized to promote, aid and assist the development, control, conservation, preservation and utilization of the water resources of the State of Idaho and to cooperate with similar organizations in other states.” Its membership includes irrigation districts, agriculture businesses, municipal water utilities, and private industry professionals.

The Wastewater Program Management Team (WPMT) has identified an opportunity for additional funding from the WaterSMART Program through the Bureau of Reclamation (BOR). Through the Title XVI Program, BOR funds opportunities to reclaim and reuse wastewaters in western states. Funds are allocated to projects including funds to planning, design, and construction of water recycling and reuse projects.

The WPMT will be pursuing a grant through the Title XVI Program, which can provide up to $20M in funding (typical grants are $3-5M). Submitting for the grant requires the development of a feasibility study that meets the BOR requirements. Therefore, a feasibility study will be submitted by the end of fiscal year 2019 to be eligible for application for grant funding in fiscal year 2020.

✧ (5) New Business ✧

Item #5-1. - Mayor Kling presented the request to authorize the Mayor and Parks and Recreation Director to sign a design services task order with Jensen Belts for Orah Brandt Park Phase 2 in the amount of (time and materials not to exceed) $85,345 (Approved in FY19 Budget)

Parks and Recreation Director Darrin Johnson presented a staff report explaining that a proposal for design services for Phase 2 of Brandt Park. The design will include a large playground, prefabricated bathrooms, hardscape, greenspace and electrical. An exhibit is included of the Master Park Plan that illustrates the footprint of Phase 2.

This project is a continuation from Phase 1 that was completed in 2018. Phase 1 included road improvements, a parking lot, hardscape and greenspace. It is anticipated that design for Phase 2 will be completed the summer/fall of 2019 and the project will go out for bid in the winter of 2019. Construction is planned to begin in spring of 2020.

As a result of Nampa’s recent Impact Fee update, Brandt Park is now part of the impact fee capital improvement plan. With this, Phase 2 of Brandt Park will be funded through impact fees.

MOVED by Hogaboam and SECONDED by Rodriguez to authorization for Mayor and Parks and Recreation Director to sign a design services task order for Orah Brandt Park Phase 2 in the
Item #5-2. - Mayor Kling presented the request to authorize the Mayor and Parks and Recreation Director to sign a contract with the Idaho Department of Corrections to provide a workforce group to help maintain landscape areas under the responsibility of the Nampa Parks and Recreation Department.

Darrin Johnson presented a staff report explaining that in recent years, hiring seasonal staff has been difficult. Competition in a strong labor market has created challenges finding and keeping staff for the Parks and Recreation Department. With this, we believe diversifying our workforce will be beneficial. Nampa Parks currently has about 11 fulltime park technicians and we try to maintain about 23 seasonal workers. Moving forward, we are requesting Nampa City Council approve an agreement with the Idaho Department of Corrections Vocational Workforce Program. The vocational workforce program will supply six workers that will perform landscaping tasks.

This effort will not replace any fulltime employees nor will it replace our temporary seasonal workers. Having an agreement with the vocational workforce program will be a supplement to our staff and allow us to reduce the number of temporary workers. The cost of having six vocational workforce members is comparable to hiring six temporary workers. The program will fit into the current budget and will have a neutral budget impact.

For oversight and safety, no sex offenders will be part of the vocational workforce group and a law enforcement official will always be directly supervising the workers. The contract has been reviewed by Nampa’s legal office.

MOVED by Skaug and SECONDED by Bruner to authorization for the Mayor and Parks and Recreation Director to sign the agreements with the Idaho Department of Corrections Vocational Workforce Program. 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 to award the bid and authorize the Mayor to sign contract for the FY18 Water Improvement Project - 11th Avenue North at 2nd Street North & 4th Street North with Cascade Pipelines in the amount of $209,293.00.

Nampa City Engineer Daniel Badger presented a staff report explaining that the Engineering Division, as part of the Public Works Asset Management Program, identified the following deteriorated water lines to be replaced in 11th Avenue North.
1. 8” water line in 2nd Street North crossing 11th Avenue North.
2. 6” water line in 4th Street North crossing 11th Avenue North.

The improvements, identified by the Nampa City Water Department, will replace the deteriorated pipe and appurtenances. These pipes are in danger of immediate breakage and one had an emergency repair completed in the summer of 2018.

The project will install approximately 820 linear feet of 6” and 8” pipe using pipe bursting along with new valves and hydrants.

Prior Council actions include:
- Authorized a Task Order with Mountain Waterworks on December 17, 2018.
- Authorized proceeding with the bid process for the project on May 6, 2019.

The estimated FY18 Water Improvement Project – 11th Ave/2nd St & 11th Ave/4th project costs are as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design (FY19 Water funds)</td>
<td>$27,360.00</td>
</tr>
<tr>
<td>Construction Low Bid Amount</td>
<td>$209,293.00</td>
</tr>
<tr>
<td>Construction Engineering &amp; Inspection (In House)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total estimated cost</td>
<td>$236,653.00</td>
</tr>
</tbody>
</table>

Construction Engineering & Inspection will be performed in house saving an estimated $15,000.

Project Funding:
- Remaining FY18 Water Improvement Project Budget $344,000.00.

MOVED by Bruner and SECONDED by Haverfield to award the bid and authorize the Mayor to sign a contract for the FY18 Water Improvement project – 11th Avenue North and Second Street North and 4th Street North with Cascade Pipelines in the amount of $209,293.00. 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 sign a Memorandum of Understanding (MOU) with Nampa Development Corporation (NDC) for the Library Square Traffic modifications design work and authorize the Mayor to sign task order for professional services with Keller Associates for the Library Square traffic modifications in the amount of $36,600 (time and materials not to exceed {T&M N.T.E.})
Daniel Badger presented a staff report explaining that at the NDC’s March meeting they requested staff to provide them with scope of work to have design work completed for modifications to the traffic pattern around the Library Square, including the addition of second right turn lane from 3rd Street South to 12th Avenue South. Staff worked with Keller Associates to prepare a scope of work for these design services (see attached Scope of Work).

At the NDC’s May meeting they authorized proceeding with the design work by Keller Associates in the amount of $36,600.

Because the selection of Keller Associates was from the City of Nampa’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 Keller Associates and NDC will reimburse the City of Nampa for the cost of the design work.

The Nampa 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.

MOVED by Haverfield and SECONDED by Rodriguez to authorize the Mayor to sign MOU with NDC for the Library Square Traffic Modifications design work and authorize the Mayor to sign task order for professional services with Keller Associates for the Library Square Traffic Modifications in the amount of $36,600 (T&M N.T.E.). 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 approve Letter of Objection to the City of Caldwell regarding Annexation of the property situated in the Nampa Area of City Impact at 9792 Ustick Road.

Planning and Zoning Director Norm Holm presented a staff report explaining that for many years, your leadership and professional staff have been vital in creating and maintaining a strong relationship between our communities. The cities of Caldwell and Nampa have been partners in many efforts to strengthen the communities we live in and serve the people of the treasure valley. I value this partnership and will always work to ensure this good relationship continues.

Recently, Caldwell's Director of Planning & Zoning, Jerome Mapp, was kind enough to meet with Nampa's planning team to discuss an inquiry by a property owner within Nampa's Impact Area. This property owner is interested in obtaining city services in order to develop the property at 9792 Ustick Rd. They have approached both Nampa and Caldwell for services. Caldwell and Nampa's
staff met and discussed challenges for servicing the area and determined that Nampa would continue to plan for providing utilities to this property within the City's Impact Area.

I am writing to state the official position of the City of Nampa regarding this parcel. For over a year, Nampa's Economic Development team have been working closely with the property owners to explore ways to service this area. The City of Nampa considers this property an important piece of a core industrial area we are trying to preserve and develop. The Nampa Development Corporation recently approved a memorandum of understanding with the City of Nampa to expend significant funds to design the extension of the sewer line on Ustick from Northside Blvd to Midland Blvd, directly benefitting the subject property. The Nampa Development Corporation has also indicated a willingness to partner with industrial development in this area to install the necessary infrastructure for new projects. The City of Nampa opposes any proposal to annex this property into the City of Caldwell.

In recent years, our communities' leadership have agreed to respect the established impact area boundaries by not annexing into the other community's boundaries. In addition, we have even agreed to additional planning areas which the City of Nampa will continue to respect. This has been critical for maintaining the partnership we have. I appreciate your staff involving us in this discussion early in the process and am confident we will continue to partner when issues like this arise.

MOVED by Skaug and SECONDED by Bruner to approve the letter of objection to the City of Caldwell. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #5-6. - Mayor Kling presented the request for discussion/decision on increase in council’s compensation.

Debra Curry presented a staff report explaining that a citizen led salary advisory group made up of Debra Curry, Nampa Resident; Jose DeLeon, Idaho Department of Labor; Sharon Harris, Board of Appraisers; Mitch Minnette, Nampa Chamber of Commerce; Jean Mutchie, St. Luke’s Hospital; Hubert Osborne. The group met to discuss and review the salary structure for mayors and city council members in cities throughout the Treasure Valley, compare the size of city populations and evaluate the services provided by these cities constituting levels of required oversite.

The Salary Advisory Group makes the recommendations listed below:

- Nampa City Council Members' salaries be modified to reflect a 5% increase ($546.00) for FY 2020.
• Nampa City Council Members' salaries be modified to reflect a 5% increase ($573.00) for FY 2021.
• City of Nampa Mayor's salary be modified to reflect a 5% increase ($4064.00) for FY 2020.
• City of Nampa Mayor's salary be modified to reflect a 5% increase ($4267.00) for FY 2021.
• Modification of Mayor's salary and modification of Council Members' salaries should be at the same percentage rate

Going forward, a Citizen-led Salary Advisory Group be convened during FY 2021 to provide further analysis and

**Rationale**

<table>
<thead>
<tr>
<th>Currently:</th>
<th>Nampa Mayor Salary = $81,286</th>
<th>Nampa Council Salary = $10,930</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caldwell Mayor Salary = $89,020</td>
<td>Caldwell Council Salary = $9,097</td>
<td></td>
</tr>
<tr>
<td>Meridian Mayor Salary = $90,956</td>
<td>Meridian Council Salary = $10,000</td>
<td></td>
</tr>
<tr>
<td>Boise Mayor Salary = $140,873</td>
<td>Boise Council Salary = $25,600</td>
<td></td>
</tr>
</tbody>
</table>

The committee took the following factors into consideration before making the above recommendations:

City of Nampa population – with a current population of 102,000, (and continuing to grow) Nampa is approximately:

- 43% larger than Caldwell
- 11% smaller than Meridian
- 55% smaller than Boise

Level of Services - Except for Caldwell, Nampa provides more services for citizens than other cities in the Treasure Valley. This requires greater diligence and oversight by elected officials. As a full-service city, Nampa provides several services, some of which are not provided by some other cities. These include but may not be limited to:

- Street Services
- Storm water
- Wastewater system
- Airport

- Civic Center
- Golf Courses
- Rec Center
- Arena/Horse Park

Other cities in the Treasure Valley are either scheduled or expected to increase elected officials’ salaries in 2020.
With the adoption of the proposed modifications, Nampa’s Mayor’s salary will continue below market for salary paid by other cities in the Treasure Valley – even the much smaller city of Caldwell.

Positioning Nampa for the long-term with competent leadership requires adequate salary compensation for time and effort required in executing the responsibilities of the offices.

<table>
<thead>
<tr>
<th>City</th>
<th>2019 projected</th>
<th>2018</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nampa Mayor</td>
<td>81,286.40</td>
<td>81,286.40</td>
<td>77,558.44</td>
<td>68,706.72</td>
</tr>
<tr>
<td>Nampa City Council</td>
<td>$10,930.00</td>
<td>$10,930.00</td>
<td>$10,930.00</td>
<td>$10,930.00</td>
</tr>
</tbody>
</table>

Research from Surrounding Cities

<table>
<thead>
<tr>
<th>City</th>
<th>City Manager</th>
<th>Mayor</th>
<th>Council</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meridian</td>
<td></td>
<td>$90,956</td>
<td>$10,000 (Council President receives 10% additional wage)</td>
<td>Committee meeting this summer to review</td>
</tr>
<tr>
<td>Boise</td>
<td></td>
<td>$140,873</td>
<td>$25,660 (Set to increase in 2020 - $145,099 and 2021 - $149,452)</td>
<td>Increases approved</td>
</tr>
<tr>
<td>Caldwell</td>
<td></td>
<td>$89,019.96</td>
<td>$9,097.92</td>
<td>Considering Increase</td>
</tr>
<tr>
<td>Twin Falls</td>
<td>$164,000</td>
<td>$12,000</td>
<td>$9,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Councilmembers made comments.

MOVED by Hogaboam and SECONDED by Rodriguez to **approve the recommendation for the Mayor as follows** City of Nampa Mayor's salary be modified to reflect a 5% increase ($4064.00) for FY 2020. City of Nampa Mayor's salary be modified to reflect a 5% increase ($4267.00) for FY 2021 and to reject the recommendation for the Nampa City Councilmembers. The Mayor asked for a roll call vote with Councilmembers Bruner, Levi, Haverfield, Rodriguez, Hogaboam voting YES. Councilmember Skaug voting NO. The Mayor declared the **MOTION CARRIED**

◆ (6) Public Hearings ◆

**Item #6-1.** - Mayor Kling opened a **public hearing** for Fiscal Year 2019 budget amendment.
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Finance Director Doug Racine presented the following staff report:

The proposed budget amendment is funded primarily using unassigned fund balances in the General Fund and by restricted fund balances in other funds that are available to be applied to this budget amendment. These balances have accumulated as of the close of fiscal 2018.

The total unassigned fund balance in the General Fund amounted to $13,211,894 at the close of fiscal 2018. This amendment calls for $3,231,337 to be used for funding, leaving $9,980,557 remaining in General Fund’s unassigned fund balance.

The total General Fund request is comprised of $3,261,337 from existing fund balances and $963,546 from lease proceeds related to the acquisition of two fire trucks in fiscal 2019, and is detailed below:

<table>
<thead>
<tr>
<th>Department/ Division</th>
<th>Budget Request</th>
<th>Proposed Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Development</td>
<td>Fund Balance - Purchase of First Interstate Bank Building</td>
<td>$2,533,822</td>
</tr>
<tr>
<td>Facilities Development</td>
<td>Fund Balance - Utility Costs for the remainder of Fiscal Year 2018-2019</td>
<td>49,524</td>
</tr>
<tr>
<td>Facilities Development</td>
<td>Fund Balance - Capital Improvements to First Interstate Bank Building HVAC/Roof</td>
<td>477,746</td>
</tr>
<tr>
<td>Facilities Development</td>
<td>HNPSB facility repairs due to flooding</td>
<td>125,375</td>
</tr>
<tr>
<td>City Council</td>
<td>Rollover - Appropriates Funds for Travel and Training</td>
<td>5,870</td>
</tr>
<tr>
<td>Planning and Zoning</td>
<td>Rollover - Funds Legal Fees</td>
<td>30,000</td>
</tr>
<tr>
<td>Finance</td>
<td>Fund Balance - Appropriates additional funds for the annual audit</td>
<td>39,000</td>
</tr>
<tr>
<td>Nampa Fire Dept.</td>
<td>Lease Purchase of two Fire Trucks</td>
<td>963,546</td>
</tr>
<tr>
<td><strong>General Fund Total</strong></td>
<td><strong>Funded from existing General Fund Balances</strong></td>
<td><strong>3,261,337</strong></td>
</tr>
<tr>
<td></td>
<td><strong>General Fund Total</strong></td>
<td><strong>$4,224,883</strong></td>
</tr>
</tbody>
</table>

The proposed Street Fund budget requests, inclusive of Stormwater, amount to $1,136,178. These requests are funded in total using the available restricted unassigned fund balance in the Street Fund. Equipment purchases comprise $80,000 of the total. Various intersection improvements account for $82,832 and $574,114 is earmarked for infrastructure replacement. In the non-capital expenditure category $120,299 will be spent on a Transportation Masterplan for future projects and $58,843 will be expended on paving management. In the Stormwater Management Program, $140,090 will be spent on the installation of new catch basins, manholes, ponds, and stormwater mainline improvements.

The Street Fund finished FY 2018 with a restricted, but unassigned fund balance of $8,235,995. The FY 2019 Budget used $904,564 of the ending unassigned balance to help fund the Budget. This proposal will draw upon an additional $1.1M, leaving an available balance of $6,195,253.
The City of Nampa has eleven Special Revenue Funds which are used to account for the proceeds of specific revenue sources that are restricted or committed to expenditures for a specified purpose. The budget amendment proposes to use fund balances to increase the level of expenditure in three of the funds including the Recreation Center Fund, 911 Fee Fund, and the Grants and Contracts Fund.

The Recreation Center Fund accounts for the operations of the Nampa “Rec. Center”; it is supported by charging primarily by membership fees and facility rentals. At the close of Fiscal Year 2018, the Center’s available fund balance amounted to $3,504,295. The FY 2019 Budget earmarked $23,600 to be used. The budget amendment proposes to expend an additional $688,000 of the fund balance for capital purposes. The remaining fund balance will amount to $2,783,529.

Financing for the 911 Fee Fund comes from a surcharge levied on telecommunications service providers that collect the 911 fees from their customers on behalf of the City of Nampa. The funds are used to pay for the cost operating, maintaining, and upgrading the city’s emergency 911 network. The available balance in the Fund at the close of Fiscal Year 2018 was $571,613, of which, $110,594 was committed to the FY 2019 Budget to continue system operations. The Nampa Police Department proposes to use an additional $253,000 to upgrade or replace existing software and hardware necessary to maintain uninterrupted Network services. Approval of the request would leave $208,019 remaining in the Fund for future use.

The operation of Nampa City’s Parks and Recreation Program is comprised of several funds and a diverse revenue stream including fees for service, support from property tax revenues, grants,
donations, and other miscellaneous revenues. The spending increase proposed in the budget amendment is made possible using the remaining balance in the Grants/Donations Fund accrued to Parks and Recreation and from the transfer of $100,000 from the available fund balance of the Capital Projects Fund. The $139,000 will be used for installing irrigation and seeding the Orah Brandt Park and for improvements at the Amity Dog Park.

<table>
<thead>
<tr>
<th>Department/ Division</th>
<th>Budget Request</th>
<th>Proposed Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>RECREATION CENTER</td>
<td>Buildings – Boiler replacement</td>
<td>$63,000</td>
</tr>
<tr>
<td></td>
<td>Buildings – Restroom renovation</td>
<td>36,000</td>
</tr>
<tr>
<td></td>
<td>Buildings – Entrance Construction</td>
<td>113,000</td>
</tr>
<tr>
<td>RECREATION CENTER FUND</td>
<td>Equipment – Provides funding for weight room, cardio equipment, etc.</td>
<td>476,000</td>
</tr>
<tr>
<td>911 FEE FUND</td>
<td>Capital Acquisition or Upgrade to 911 Emergency Communications System</td>
<td>253,000</td>
</tr>
<tr>
<td>GRANTS AND CONTRACTS</td>
<td>Capital Improvements – This request funds various land improvements including</td>
<td>139,000</td>
</tr>
<tr>
<td></td>
<td>irrigation and seeding the Orah Brandt Park</td>
<td></td>
</tr>
<tr>
<td>Special Revenue Fund Total</td>
<td></td>
<td>$1,080,000</td>
</tr>
</tbody>
</table>

Capital Projects consists of two Funds; The Developmental Impact Fee Fund (DIF) and Capital Projects Fund (CPF). The Developmental Impact Fee Fund is authorized by State Statute in Chapter 87, Title 82. The purpose is to provide resources for necessary capital investments for the expansion of recreational, transportation, public works, and public safety services due to residential and commercial development within the City of Nampa’s Impact Area. The funds must be used for capital investment only as State Law prohibits the use of these funds for planning or operations and maintenance activities. The Capital Projects Fund accounts for financial resources restricted, committed, or assigned for capital projects in the Nampa City’s Governmental Funds. These resources may be used for the acquisition or construction of capital assets.

The restricted balance in the DIF amounted to $4,194,351 at the close of Fiscal Year 2018. $1,527,440 was made available at the commencement of Fiscal 2019 to fund planned projects. This budget amendment proposes to expend an additional $672,000 to be funded using $72,000 of the remaining balance in the fund, and, an increased forecast in the collection of fees during the remainder of Fiscal 2019. Sans consideration of any increase in fee revenue, the remaining balance in the DIF available for future use is $2,594,911.

The Capital Projects Funds closed the prior fiscal year with a balance of $1,739,653. At the start of Fiscal Year 2019, $599,230 was earmarked to continue funding capital investments. $100,000 is requested in the budget amendment to be transferred to the Grants and Contracts Fund to
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continue the capital improvement initiatives at the Orah Brandt Park as well as accumulate the record of expenditure in one fund.

<table>
<thead>
<tr>
<th>Department/ Division</th>
<th>Budget Request</th>
<th>Proposed Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developmental Impact Fee Fund</td>
<td>Fund Balance - Intersection Improvement - Midland &amp; Lake Lowell, the request funds design and right of Way purchases in advance of FY2020 construction</td>
<td>$100,000</td>
</tr>
<tr>
<td></td>
<td>Fund Balance - Intersection Improvement – Middleton &amp;Smith installation of traffic signals</td>
<td>72,000</td>
</tr>
<tr>
<td></td>
<td>Fund Balance - Grant Funding Match – SHWY 16 IDOT improvements</td>
<td>250,000</td>
</tr>
<tr>
<td></td>
<td>Fund Balance - MOU – Project Bronco</td>
<td>250,000</td>
</tr>
<tr>
<td>Developmental Impact Fee Fund Total</td>
<td></td>
<td>$672,000</td>
</tr>
<tr>
<td>Capital Projects Fund</td>
<td>Rollover - Transfers Funds – Makes Funds available via transfer to the Grants &amp; Contracts Fund to continue improvements at Orah Brandt Park</td>
<td>100,000</td>
</tr>
<tr>
<td>Capital Projects Funds’ Total</td>
<td></td>
<td>$772,000</td>
</tr>
</tbody>
</table>

Currently, the City of Nampa operates four Enterprise Funds. Three of the Funds are public utilities for Water inclusive of Irrigation, Sewer, and Sanitation. The fourth Fund accounts for the collection and expenditure of fees related to residential and commercial property development such as building permits, inspections, and plan reviews.

The Water Fund derives its revenues from furnishing potable water to its customers, water meter connection fee, and waterline installation fees. Money is expended for operations and maintenance of the system, capital improvements, and expansion/replacement of the System’s infrastructure. The Water Fund closed Fiscal Year 2018 with an available fund balance of $11,119,297. $1,168,663 was committed toward the Fiscal Year 2019 Budget. The amendment proposes to use an additional $773,685 for improvements to the system’s infrastructure and for the purchase of needed equipment. If the proposals are approved, approximately $9.2 million will remain in available fund balance.

Sewer Fund revenues accrue from handling wastewater for 24,000 residential customers, 3,200 commercial customers and 10 industrial customers. These service fee collections along with collections along hookup fees pay for then cost of operations, maintenance and required capital investment. The Fund closed the prior fiscal year with an available fund balance of $18,089,387. The Fiscal 2019 Budget estimated included $13,977,690 of ending fund balance to applied toward current year operations. An additional $2,866,661 is proposed to be used from fund balance to pay for additional capital investment in the Sewer Fund. This will leave approximately $1.3 million available in the fund balance.
### ENTERPRISE FUNDS

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Budget Request</th>
<th>Proposed Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Water Fund</strong></td>
<td>Infrastructure – Well 5 Replacement</td>
<td>$133,506</td>
</tr>
<tr>
<td></td>
<td>Infrastructure – Well 16 waste line</td>
<td>143,519</td>
</tr>
<tr>
<td></td>
<td>Infrastructure – Irrigation main line construction</td>
<td>13,539</td>
</tr>
<tr>
<td></td>
<td>Infrastructure – Irrigation pump at Locust Lane</td>
<td>257,508</td>
</tr>
<tr>
<td></td>
<td>Infrastructure – Aerial Irrigation line replacement</td>
<td>45,613</td>
</tr>
<tr>
<td></td>
<td>Equipment – Dump truck</td>
<td>180,000</td>
</tr>
<tr>
<td><strong>Water Fund Total</strong></td>
<td></td>
<td>$773,685</td>
</tr>
<tr>
<td><strong>Sewer Fund</strong></td>
<td>Wastewater Information Management System (WIMS)</td>
<td>$2,040</td>
</tr>
<tr>
<td></td>
<td>Buildings – Completion of Solids Handling Building &amp; Equipment</td>
<td>551,774</td>
</tr>
<tr>
<td></td>
<td>Infrastructure – Anerobic Methane Digester</td>
<td>774,785</td>
</tr>
<tr>
<td></td>
<td>Improvements – Lift Station Upgrades</td>
<td>529,846</td>
</tr>
<tr>
<td></td>
<td>Equipment – Pumps</td>
<td>5,661</td>
</tr>
<tr>
<td></td>
<td>Infrastructure – Underground pipe replacement</td>
<td>828,292</td>
</tr>
<tr>
<td></td>
<td>Infrastructure – design of new trunk line</td>
<td>170,264</td>
</tr>
<tr>
<td></td>
<td>Equipment repair</td>
<td>4,000</td>
</tr>
<tr>
<td><strong>Sewer Fund Total</strong></td>
<td></td>
<td>$2,866,661</td>
</tr>
<tr>
<td>ENTERPRISE FUNDS’ TOTAL</td>
<td></td>
<td>$3,640,346</td>
</tr>
</tbody>
</table>

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

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

**MOTION CARRIED**

**MOVED** by Haverfield and **SECONDED** by Rodriguez to approve the FY19 budget amendment as presented. 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 Zoning Map Amendment from RA (Suburban Residential) to RS-6 (Single Family Residential – 6000 sq. ft minimum lot size) for .7 acres or 30,368 sq. ft at **714 Smith Ave**, for Smith Avenue Hideaway (2 single family detached lots and one duplex lot on .7 acres 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) for Susan Schindler (ZMA-00105-2019).

Susan Schindler, 714 Smith Avenue presented the request.

Principal Planner Rodney Ashby presented the following staff report explaining that the applicant Susan Schindler/Mason & Associates are requesting a zoning map amendment from RA (Suburban Residential) to RS6 (Single Family Residential – 6,000 sf) for .7 acres or 30,368 sf at 714 Smith Ave for subdivision for two single family detached and one duplex.

**General Information**

**Planning & Zoning History:** Annexation and zoning to RA zoning followed the 1971 zoning ordinance. In August of 2002, the property was split from lot 24 of Westview Subdivision. On May 10, 2019, the Nampa Planning & Zoning Commission granted a Conditional Use Permit to allow the owner to build a new single-story duplex on the northern-most lot (lot #3 of 3) of the project. The Planning & Zoning Commission also approved the Conditional Use Permit for a one-year permit time frame to allow for securing financing, selecting builder/general contractor and completing infrastructure such as utilities and paving of the shared driveway.

The Planning & Zoning Commission approved the Smith Ave Hideaway short-plat (SPS-00019-2019) which is on the Council’s agenda as a business item for final plat approval.

Finally, the commission recommended approval of the Zoning Map Amendment from RA (Suburban Residential) to RS6 (Single Family Residential – 6,000 sf) for .7 acres or 30,368 sf at 714 Smith Ave. They made their approval conditional upon the applicant providing a cross access agreement specifically naming each parcel before the Nampa City Council public hearing. The agreement shall either include maintenance of the common drive and utilities shared by all property owners or shall note that when a property is sold separately from the others, a maintenance agreement shall be procured at that time.

**Proposed Land Uses:** Two single family homes and a duplex. **Surrounding Land Use and Zoning:** North- Single Family home on an RA (suburban residential) lot; South- Single Family Homes (RS6 zoning); East- Single Family Homes (RS6 zoning); West- Single Family Homes (RS6 zoning). **Comprehensive Plan Designation:** Medium Density Residential. **Public Utilities/Services:** Water and sewer services are available from Smith Ave and irrigation is already stubbed into the southern end of the property. All other city service providers serve this area.

**Transportation:**
Regular Council  
June 17, 2019  

The property has an access on the east side of the property connecting to Smith Ave. The back properties will be access by way of a 20’ wide private common driveway, running along the east side of the property (as shown on the Proposed Building Exhibit).

**Applicable Regulations:**

**Zoning Map Amendment**
Rezones must be reasonably necessary, in the interest of the public, further promote the purposes of zoning, and agree with the adopted future land use plan for the neighborhood. Section 10-3-2 Schedule of District Land Use Controls permits single family dwellings and requires a conditional use permit (CUP) for two-family (duplex) dwellings in residential zones (already obtained by the applicant)

**Correspondence:**
Any correspondence from agencies or the citizens is attached to this document.

**Staff Findings & Discussion**

**Zoning Map Amendment**
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 and consistent with abutting zoning designations. Staff finds this zoning amendment to follow city code and state regulations.

**Suggested Conditions of Approval**

Should the Nampa City Council approve of rezoning from RA to RS6 for the Smith Avenue Hideaway Subdivision, then Staff suggests the following as (a) Condition(s) of Approval(s):

1. Generally, the Applicant/Development shall:
   
   a. Comply with all city department/division or outside agency requirements pertinent to this matter.

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

**MOVED** by Haverfield and **SECONDED** by 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**
Regular Council  
June 17, 2019

MOVED by Haverfield and SECONDED by Rodriguez to approve the zoning map amendment from RA (Suburban Residential) to RS-6 (Single Family Residential – 6000 sq. ft minimum lot size) for .7 acres or 30,368 sq. ft at **714 Smith Ave**, for Smith Avenue Hideaway (2 single family detached lots and one duplex lot on .7 acres 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) for Susan Schindler with staff conditions and authorize the City of Nampa 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 zoning map amendment from BC (Community Business) to IL (Light Industrial) and Conditional Use Permit 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), for Byron Healy. (ZMA-00106-2019, CUP-00138-2019)

Amanda Snowy Holiday, 755 West Hunt Street presented the request.

Norm Holm presented the following staff report explaining that the request is for a Zoning Map Amendment (Rezone) from BC (Community Business) to IL (Light Industrial) and Conditional Use Permit for a Towing/Impound Business for Just Off the Blvd LLC/Byron Healy at 3315 Caldwell Boulevard for a .9 acre or 39,204 square foot parcel.

**General Information**

**Existing Zoning:** BC (Community Business). **Proposed Zoning:** IL (Light Industrial). **Location:** 3315 Caldwell Blvd. **Proposed Use:** Towing/Impound Business. **Size of Property:** A .9 acre or 39,204 sq. ft. parcel being Tax 4-A in Block 1, Portner Subdivision in the NE ¼, NW ¼ Section 7, T3N, R2W, BM. **Surrounding Land Use and Zoning:** North- Truck Repair, BC (Community Business); South- Rural Residential, County R2 (Medium Density Residential); East- Industrial, IL (Light Industrial); West- Commercial, BC.

**Comprehensive Plan Designation:** Medium Density Residential but adjoins the Light Industrial designation to the east. The requested zoning map amendment from BC to IL therefor complies with the adjacent Light Industrial designation to the east under the map note: “The mapped boundary between two adjoining land use designations is considered flexible and may be interpreted as being stretchable to include the abutting parcels in the direction of either designation.”
Regular Council  
June 17, 2019

**Planning & Zoning History:** The property has previously been utilized for other Commercial/Industrial uses. An internet search reveals that the property has been used for at least the last year for towing services under the name of Code Red Towing. Towing or impound is a permitted use in IH (Heavy Industrial) zones and a conditional use in IL (Light Industrial) zones. Apparently towing businesses have an opportunity to enter a rotation with other towing businesses providing service to local police departments. The applicant cannot compete in the rotation unless all the zoning entitlements are in place for the property where they operate.

The applicant realized they needed the rezone from BC to IL but were not aware of necessity for a Conditional Use Permit. This being the case the CUP entitlement was not included along with the zoning change request when heard before the Planning and Zoning Commission on May 14, 2019. The Planning and Zoning Commission following their hearing on the rezone recommended to the Nampa City Council approval of the rezone to IL as well as approval of a Conditional Use Permit for a Towing/Impound yard. As such the decision and action on the required CUP is scheduled before the Nampa City Council concurrent with their decision on the rezone.

**Proposed Land Uses:** No change in use is proposed, other than continuation of impound or towing use. **Applicable Regulations:** Rezones or zoning map amendments must be reasonably necessary, in the interest of the public, further promote the purposes of zoning, and agree with the adopted comprehensive plan for the neighborhood.

Section 10-5-2 Schedule of District Land Use Controls requires a conditional use permit for Towing/Impound in the proposed IL zone. Chapter 25 sets forth the criteria of approval. These criteria essentially require that the use be compatible with and not adversely affect the livability or appropriate development of the surrounding neighborhood. Section 10-25-4 states the general criteria for approval of a conditional use permit.

**Special Information**

**Public Utilities:** 10” sewer main located in Caldwell Blvd. 8” water main located in Caldwell Blvd. No irrigation service available. **Public Services:** All present. **Transportation and Traffic:** The property has private drive easement and access to Caldwell Blvd. The actual building and use are situated approximately 375’ south of Caldwell Blvd.

**Environmental:** The rezone would have little effect on the adjoining properties. The adjoining property to the east is already zoned IL, and surrounding land uses are compatible with industrial zoning. Staff opinion is that Towing/Impound is a reasonable use for the location. The Impound Yard area is not viewable from Caldwell Blvd.

**Correspondence:** As of the date of this memo no area property owners, businesses, or residents have expressed any opposition to or support for the requested zoning amendment and conditional
use permit. **Physical Site Characteristics:** Existing developed commercial/industrial site. **Parking:** Adequate off-street parking was previously provided on the property to satisfy code required off-street parking spaces.

**Staff Findings and Discussion**

The requested rezone is appropriate. The parcel is interpreted to have a Light Industrial use designation on the Comprehensive Plan future land use map as noted above. The requested zoning map amendment is therefore interpreted as complying.

If the Nampa City Council accepts the Planning and Zoning Commission recommendation and votes to approve of the rezone the following findings are suggested:

1) Rezone of the subject property to IL is reasonably necessary in order to allow the applicant to obtain the required land use entitlements for a towing/impound yard.
2) Rezone of the subject property to IL is in the interest of the property owner and conforms to the adopted comprehensive plan designation of Light Industrial use.
3) The proposed Towing/Impound use of the subject property will be compatible with the existing commercial/industrial uses in the immediate area.
4) The applicant realized they needed the rezone from BC to IL but were not made aware of necessity for a Conditional Use Permit. This being the case the CUP entitlement was combined with that zoning map amendment hearing before the Nampa City Council.

If the Nampa City Council accepts the Planning and Zoning Commission recommendation and votes to approve the conditional use permit the use of the property for a Towing/Impound Business could be compatible with the surrounding industrial/commercial neighborhood if appropriate conditions are adhered to in the operation. In reference to the required CUP findings the following are provided:

1) The location, size and design and operating characteristics of the proposed Towing/Impound Business will be compatible with and will not adversely affect the livability or appropriate development of the abutting properties and the surrounding neighborhood if the below conditions are adhered to in the use of the property.
2) The location, design, and site planning of the proposed Towing/Impound Business will be as attractive as the nature of the use and its location and setting warrants.
3) The proposed Towing/Impound Business will enhance the successful operation of the surrounding developing area in its basic community function and provide an essential service to the community or region.
At the date of this memo I have received no statements of opposition or support from any property owners, businesses, or residents in or around the area concerning either the zoning map amendment or the requested conditional use permit.

Suggested Conditions of Approval

If the Nampa City Council determines to approve the requested Conditional Use Permit for the Towing/Impound Business the following conditions are recommended:

1) All requirements of the Nampa Planning, Building, Engineering, and Fire Departments as well as state, or federal agencies regarding use of the property for a Towing/Impound Business shall be satisfied prior to occupancy.
2) The conditional use permit shall be issued only for a Towing/Impound Business. No outside vehicle salvage shall be allowed.
3) The outdoor parking and yard area adjacent the business shall be maintained free of oil and debris and otherwise maintained in a neat and orderly manner. Any vehicle fluids shall be disposed of at an approved dump site and not on the property.
4) The property shall be continuously maintained in conformance with weed and nuisance ordinance provisions.
5) The conditional use permit is granted only to the property for the duration of the use and shall not be transferable to any other location.
6) Any other conditions recommended by the Nampa City Council following public hearing.

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

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 Bruner and SECONDED by Rodriguez to approve the zoning Map Amendment from BC (Community Business) to IL (Light Industrial) and Conditional Use Permit 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), for Byron Healy with staff conditions and authorize the City of Nampa 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. – The public hearing for vacation of portions of the ten (10) ft wide Water Easement traversing 1255 North Happy Valley Road (Tax 17376 in Lots 1 and 2, Block 1, Winco Place Subdivision), to be relocated in order to allow for a suitable building pad location. The property
is located on the west side of N Happy Valley Rd, south of E Flamingo Ave and East of Garrity Blvd, within a BC (Community Business) zoning district, for KM Engineering, representing Idaho Central Credit Union was removed from the agenda at the request of the applicant. (VAC-00036-2019)

(5) New Business

Item #5-7. – The following Ordinance was read by title:

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO, AMENDING ORDINANCE NO. 4393, THE APPROPRIATIONS ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, APPROPRIATING ADDITIONAL MONIES FROM AVAILABLE FUND BALANCES THAT HAVE ACCRUED AS OF THE CLOSE OF THE PRIOR FISCAL YEAR ENDED SEPTEMBER 30, 2018, DEVELOPMENTAL IMPACT FEES THAT ARE TO BE RECEIVED BY THE CITY OF NAMPA, IDAHO IN THE SUM OF $600,000, AND THE RECOGNITION OF $963,546 OF LEASE PROCEEDS RECEIVED FOR THE APPROVED LEASE – PURCHASE OF TWO FIRE TRUCKS, AND, PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: That Ordinance No. 4393, the appropriations ordinance for the City of Nampa, Idaho, for the fiscal year commencing October 1, 2018, be, and the same is hereby amended as follows: That the additional amount of $4,224,883 be appropriated from the available resources of the General Fund including: $963,546 from lease proceeds available from the Lease – Purchase of two fire trucks; $3,261,337 from the available fund balance of the General Fund and from transfers from other funds to be used for authorized activities including, but not limited to, the purchase, renovation, and operations of the First Interstate Bank Building, and other necessary operations of the City of Nampa. Further, an additional $5,984,0263 be appropriated from the available funds balance of the various Special Revenue Fund and Enterprise Funds and $600,000 of increased Fee Revenue accruing to the Developmental Impact Fee Fund be appropriated to fund capital improvements in the affected Funds to ensure the necessary and proper operations of the City of Nampa through September 30, 2019.
Section 2: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 3: This ordinance shall take effect and be in full force upon its passage, approval and publication in one issue of Idaho Press Tribune, a newspaper of general circulation in the Treasure Valley and the official newspaper of said city.

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 4443 and directed the Clerk to record it as required.

MOTION CARRIED

❖ (7) Unfinished Business ❖

Item #7-1. - Mayor Kling presented the request to authorize the Mayor to sign the Memorandum of Understanding (MOU) with the Salvation Army for Nampa Shares and Cares.

?? presented a staff report explaining that the Nampa City Council allocated funds donated by Republic Services to benefit residents age 62 and over in the Nampa Shares and Cares program on May 6, 2019. This allocation is included in Exhibit B.

The existing Nampa Shares and Cares program does not restrict by age and is outlined in Exhibit A.

After internal staff meetings and speaking with the Council on Aging and the Salvation Army, the following staff recommendation have incorporated into the MOU.

- Extending income limits to 150% of federal poverty (previous guidelines were 125% of federal poverty; see current federal and state income limits attached as reference)
- Board of Appraisers: the previous MOU required changes to the MOU be approved by the Board of Appraisers. Due to the limited number of committee meetings, the Public Works Director approved a change which would require an annual report be presented to the committee, but not require their approval for change to the MOU.
- Previously the program used printed voucher awards which residents would be required to obtain and then physically bring to the utility billing office. The updated recommendation reflects directly communication between the Salvation Army and the City of Nampa utility billing regarding suggested credits. Resident would be encouraged to go directly to the Salvation Army and utility billing staff will confirm eligibility before issuing credit on resident’s account.
- A final addition to the MOU is the recommendation “The applicant must have been a residential customer with the City of Nampa for at least 12 months at the time of the first credit”

MOVED by Bruner and SECONDED by Rodriguez to approve the MOU as presented. The Mayor asked for a roll call vote with all Council members present voting YES. The Mayor declared the

MOTION CARRIED
Item #7-2. – The following Resolution was presented:

TITLE RESOLUTION AUTHORIZING THE EXECUTION OF CLOSING DOCUMENTS ON THE NAMPA CITY’S PURCHASE OF THE REAL PROPERTY LOCATED AT 500 12TH AVE. SOUTH, NAMPA PURSUANT TO THAT CERTAIN PURCHASE AND SALE AGREEMENT WITH FIRST INTERSTATE BANK.

MOVED by Skaug and SECONDED by Haverfield to pass the resolution as presented. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the resolution passed, numbered it 30-2018 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 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)

8-3. 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)

8-4. 1st reading of ordinance for 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) (PH was 5-20-2019)

8-5. 1st reading of ordinance for 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) (PH was 5-20-2019)

8-6. 1st reading of ordinance for 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; (PH was 5-20-2019)

8-7. 1st reading of Ordinance for Vacation of a 10 ft x 70 ft long portion of the Lone Star Rd Right-Of-Way, located on the west side of the property addressed as 561 Lone Star Rd (Canyon County Parcel R15216010A1), a .741 acre parcel located within an RS-6 (Single Family Residential – 6000 sq. ft minimum lot size) on the south side of Lone Star Rd. The applicant states they are requesting the Vacation of Right-Of-Way in order to align the property lines after dedicating 15 ft of Lone Star Rd Right-Of-Way to the City of Nampa on the east side of the subject property, for Mitchell Page. (VAC-00035-2019) (PH was 6-3-2019)

ủ (9) Executive Session ü

Item #9-1- None

MOVED by Hogaboam and SECONDED by Haverfield to adjourn the meeting at 7:46 p.m. The Mayor declared the

MOTION CARRIED

Passed this 1st day of July 2019.

__________________________________
MAYOR

ATTEST:

__________________________________
NAMPA CITY CLERK
Chairman McGrath called the meeting to order at 6:46 p.m.

Approval of Minutes: Sellman motioned and Kehoe seconded to approve the Minutes of the May 28, 2019 Planning and zoning Commission meeting. Motion carried.

Report on Council Actions. Planning Director Holm informed the Commission regarding the City Council's decision to place a 182 day moratorium on any new applications for Storage Facilities, due to the major increase in Storage Facility inquiries and applications. He reported those applications already received, or in process, would still proceed. Holm advised Staff would be working on a Code Amendment: reviewing the most appropriate places to locate Storage Facilities; areas that would be best used for other purposes; utilities already located on properties that would facilitate job creation; and, what other cities in the area are doing regarding Storage Facilities.

Holm added staff had been instructed to come up with Ordinance provisions, within 90 days, that would help determine how the City would proceed into the future with Storage Facilities. Holm stated City Council indicated a desire to have a Work Session with the Nampa Planning Commission, to facilitate communications between the City Council and the Planning Commission.

Chairman McGrath proceeded to business items on the agenda.

None.

Chairman McGrath proceeded to public hearing at 7:00 p.m.

Public Hearing No. 1:
Conditional Use Permit for a Duplex in an RS-6 (Single Family Residential — 6000 sq ft minimum lot size) zoning district at 1422 E Amity Ave. (An 8,807 sq ft or .2 acre portion of Block 85, Kurtz addition, and tax 19094 in the SE ¼ Section 27 T3N R2W BM), for Wesley L Waldorf (CUP-00137-2019). ACTION ITEM.

Chairman McGrath proceeded to public hearing.

Wesley Waldorf, 226 Sebastian Pl, Nampa — the applicant:
- Mr Waldorf indicated the Survey he had just received for the three properties addressed as 725 S Powerline Rd, 1422 Amity Ave and 1412 Amity Ave, and noted the access easement.
• According to Mr Waldorf he had purchased the three lots and would be applying for a Building Permit this week for a house for his daughter at the 1412 Amity Ave lot.
• On 725 S Powerline, added Mr Waldorf, he would be building a home for his son.
• Mr Waldorf stated he was a builder and would be doing most of the building himself.
• The center lot, 1422 Amity Ave, continued Mr Waldorf, was the lot he had requested Conditional Use Permit approval for a duplex. The subject lot, added Mr Waldorf, previously had a duplex, and that was removed with the road re-construction.
• The goal for the duplex, stated Mr Waldorf, was initially to use it as a rental for the first 10 years, and then later on sell their current home, move into one side of the duplex and on the other side would be his child with disabilities.
• The house to be built at 725 S Powerline Rd would be rented for about 5 years until his son, currently finishing college, would then buy it at cost.
• Mr Waldorf referred to the Survey he had just received regarding the Road Maintenance Agreement and Sewer Maintenance Agreement that would be going within the driveway easement.
• In response to a question from Kehoe, Mr Waldorf referred to the revised floor plan for the proposed duplex and advised there would be a master bedroom on the first floor of one of the living units, so they would not have to use the stairs when living there in 10 years.
• Kehoe stated the building elevation for the duplex was very nice.
• Mr Waldorf noted there would be a garage for both living units in the duplex, and an additional parking space for each unit.

Senior Planner Watkins:
• Watkins reported the subject property was surrounded by properties also zoned RS-6, included in the University District overlay, and shown as Medium Density Residential on the Comprehensive Plan Future Land Use Map.
• The density proposed by adding a two dwelling unit structure to the subject property would be in care and keeping with RS-6 zoning allowances.
• Watkins referred to the memorandum from the Nampa Engineering Department stating utility and emergency services are available to the subject property.
• In January 2007, a Conditional Use Permit was approved for an existing duplex on the property to make it a conforming use. That structure, added Watkins, had since been removed due to the City’s realigning of Amity Ave.
• Watkins referred to the Agency memos received regarding the application and noted most had no comment and others had minor input on the project, listed as conditions of approval in the Staff Report.
• No other comments, stated Watkins, had been received prior to the public hearing.
• The location, size, design and operating characteristics of the proposed development would be compatible with, and would not adversely affect the livability, or appropriate development, of abutting property.
• The location, site design and site planing of the proposed development will provide a convenient and functional living, working, shopping, or civic environment, as well as close proximity to Northwest Nazarene University, and would be as attractive as the nature of the use and its locational warrants.
• Watkins referred to the recommended conditions of approval in the Staff Report and noted Condition No. 3 would no longer be necessary, and to amend the wording to add: “Provide an Access Easement” as per the information provided by the applicant during his testimony.

Chairman McGrath proceeded to public testimony.

Lorraine Jewell of 1411 E Amity Ave, Nampa – in favor:
• Ms Jewell stated she was excited to have someone move in on the subject vacant property.
• At the present time, added Ms Jewell, there were so many people dumping stuff, or driving on to the property and using it as a trash dump.
• Ms Jewell noted it would be nice to have neighbors living there again.

Linda Barrows of 1724 E Amity Ave – Undecided.

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• Ms Barrows stated she had questioned what the City was thinking when the subject pieces of property were left there.
• According to Ms Barrows she had wondered if it would be turned into a park but noted it would not be safe for children via S Powerline or Amity Ave.
• The duplex was a pretty good idea, considered Ms Barrows, however, her first concern had been the traffic at that location because of the cars racing up and down. The duplex, added Ms Barrows, would not be far from the main intersection and she could see that could be a potential problem with the number of housing units - a total of four living units on the three lots.
• The cars back up at Amity and S Powerline Rd, added Ms Barrows, and questioned if there would be a problem with traffic due to people coming and going from the subject property.

Mr Waldorf:
• Mr Waldorf stated 1412 Amity and 725 S Powerline would be single family homes with two car garages.
• The proposed duplex at 1422 Amity Ave would have a single car garage and additional parking space for each living unit.
• Mr Waldorf advised it was not his choice to only have one access point, determined by the City when they did the Amity Ave upgrade/realignment, because of the traffic, and keeping parking off the roadway.

City Engineer Badger:
• Badger advised the subject three properties were purchased by the City Street Department as part of the Amity Ave Project and the two houses and existing duplex were torn down due to the necessity of realigning the intersection offset for the amount of traffic.
• The drive approach had been a condition of the City, due to the safety, turning movements and queuing at the existing signal. Badger advised the proposed location was the safest place for the drive approach for the existing parcels.

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

Miller motioned and Sellman seconded to approve the Conditional Use Permit for a duplex in an RS-6 zoning district at 1422 E Amity Ave for Wesley Waldorf, subject to:

Generally:
1. Owner/operator/applicant(s) shall comply with all applicable requirements [including obtaining proper permits] as may be imposed by City agencies appropriately involved in the review of the request (e.g. Nampa Fire, Building, Planning and Zoning and Engineering Departments, etc) as the Conditional Use Permit approval does not, and shall not, have the effect of abrogating requirements from those agencies.
2. At the time of permit application, owner will pay the standard connection fees, if necessary, as the parcel originally had two residences and one duplex existing on site prior to the Amity Widening project. All Connection fees may be waived.
3. Per the applicant provided easement description, dated June 5, 2019, a shared access agreement will be required to be submitted prior to issuance of a Building Permit.
4. In order for the approval to be valid and in force, a Building Permit to begin the project shall be applied for and issued by the City within six months from the date of the Commission’s approval of this application.

Motion carried.

Public Hearing No. 2:
Annexation and Zoning to RS-6 (Single Family Residential – 6000 sq ft minimum lot size) at TBD High Ave. (An .84 acre or 36,438 sq ft portion of the SE ¼ of Section 20 T3N R2W BM), for Mark and Alina Kondratyuk for construction of single family homes. (ANN-00120-2019). ACTION ITEM.

Chairman McGrath proceeded to public hearing.

Mark Kondratyuk of 318 Cemetery Rd, Middleton – the applicant:

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• Mr Kondratyuk indicated the two proposed lots for the subject parcel, with W High Ave on the east side of the property. The subject parcel, continued Mr Kondratyuk, was part of a larger parcel that had previously been farmed, bisected by the Joseph Drain. The Joseph Drain had an easement of 50 ft on each side of the drain.
• Mr Kondratyuk stated he had been conferring with the Nampa Meridian Irrigation District regarding obtaining 10 ft of the 50 ft easement.
• Mr Kondratyuk discussed the proposed homes that would be placed on the two parcels, with the northerly residential unit being around 1600 sq ft, single story, and the southerly home about 1,800 sq ft and two story. The shared driveway, added Mr Kondratyuk, would be on the larger side so the Nampa Fire Department could access the properties with fire trucks and have room to maneuver.
• Mr Kondratyuk stated he was trying to offset the $8000 cost to bring in the gas line to the property by creating two lots.

Principal Planner Ashby:
• Ashby indicated the proposed two lots on the subject property and noted the homes would have to go through the approval process for setbacks, etc.
• The applicant, advised Ashby, was requesting Annexation and RS-6 (Single Family Residential – 6000 sq ft minimum lot size) for the property.
• The property was currently enclaved – surrounded by City limits but still under Canyon County jurisdiction, comprising .84 of an acre, part of a 19.2 acre enclaved area.
• The applicant, continued Ashby, was proposing two single family homes on the .84 acre parcel.
• Ashby indicated the letter from Nampa Meridian Irrigation District, noting an Irrigation License Agreement with the district would be required to be in place.
• Idaho Transportation Department had also submitted correspondence stating they had no opposition to the application because the subject property was not on an ITD roadway.
• The Comprehensive Plan Future Land Use Map indicated the area designation as Medium Density Residential – 4 to 9 dwelling units per acre, and the proposed use would be in compliance with that designation.
• To the north, advised Ashby, was City of Nampa RS-6 (Single Family Residential – 6000 sq ft) zoned properties, to the south was the enclaved property, to the east was also City of Nampa RS-6, and to the west was the rest of the enclaved property.
• Ashby noted for the property to be annexed it must be contiguous to the City limits. The parcel connects with the City limits at its northern and eastern boundaries, and was part of an enclaved area.
• The existing use of the property was a vacant parcel next to the Joseph Drain.
• Ashby advised there were sewer, domestic water and pressurized irrigation lines available in the immediate area, off High Ave.
• Access to the property would also be off High Ave.
• Ashby referred to the Memorandum from the Nampa Engineering Division authored by Jim Brooks, dated May 28, 2019, with three recommended conditions: A recorded cross access/shared driveway, and utility easement will be required that details each party’s responsibilities for maintenance of the shared access; each parcel shall be provided with separate domestic water, sewer, and pressure irrigation services at time of lot development and building permit issuance; Owner may opt to have services stubbed to each parcel at his own expense ahead of Building Permit application and issuance – Owner option to have utility stubs constructed prior to building permits; This will require inspection by City Engineering and or City Plumbing inspectors; Access (west end of High Ave) shall be improved with curb, gutter sidewalk/drive approach, storm drainage designed and connection to existing catch basin, and necessary asphalt: All city utilities are available.
• Ashby indicated some pictures and aerial view of the subject property and surrounding area.

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

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

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Kehoe motioned and Van Auker, Jr seconded to recommend to City Council Annexation and RS-6 zoning for the .84 acre parcel located at the west end of High Ave, Canyon County Parcel R1612701000, for Mark and Alina Kondratyuk, to allow for construction of single family homes, subject to:

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 the 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.

Specifically:

1. A recorded Cross Access/Shared Driveway, and Utility Easement will be required that details each party’s responsibilities for maintenance of the shared access.

2. Each parcel shall be provided with separate domestic water, sewer, and pressure irrigation services at time of lot development and Building Permit issuance. Owner may opt to have services stubbed to each parcel at their own expense ahead of Building Permit application and issuance.

   a) Owner option to have utility stubs constructed prior to Building Permits. This will require inspection by City Engineering and or City Plumbing Inspectors.

3. Access (west end of High Avenue) shall be improved with curb, gutter, sidewalk/drive approach, storm drainage designed and connection to existing catch basin, and necessary asphalt.

4. A License Agreement shall be obtained from the Nampa and Meridian Irrigation District regarding the Joseph Drain.

Motion carried

Public Hearing No. 3:
Annexation and Zoning to RML (Limited Multiple Family Residential) at 1111 E Iowa Ave. (A .34 acre or 14,938 sq ft portion of the SE ½ of Section 34 R2W BM), for Anthony Sparks for construction of a Fourplex. (ANN-00121-2019) ACTION ITEM.

Chairman McGrath proceeded to public hearing.

Marla Carson of NeUdesign Architecture at 725 E 2nd St, Meridian – representing Anthony Sparks

- Ms Carson stated the applicant had requested Annexation and RML zoning for 1111 E Iowa Ave, a .34 acre parcel, in order to allow flexibility for potential development of the property.
- The applicant, stated Ms Carson, would like to construct a three story, potential five-plex, with garage parking on the ground level and living space on the second level and bedrooms on the third level.
- Ms Carson stated the structure would have a flat roof, and a contemporary design.
- If the three story design would not work, then they would go back to a two story development.

Planning Director Holm:

- According to the applicant, stated Holm, the request would be to improve the subject property and build a new four-plex, in line with the surrounding neighborhood. Holm noted there were four-plexes on properties to the west and to the north.
- The property, continued Holm, was currently a single family dwelling situated in the County, with an R-2 (Medium Density) zoning district.
- The City of Nampa Comprehensive Plan Future Land Use Map indicates the subject property to be in the Employment Center designation, but surrounded on the north, west and south by a Medium Density Residential designation.
- Holm noted the RML zone in the area was further north and not adjacent to the property, and added the RML zoning for the subject property would need a High Density Residential Comprehensive Plan.
designation - and the High Density Residential Comprehensive Plan area to the north was not adjacent and could not be stretched that far.

- Holm considered the Medium Density Residential Comprehensive Plan designation would mean an RD (Residential [Duplex] Two Family) zoning district. A fourplex on RD zoned property, added Holm, would require 14,000 sq ft of land for the four-plex.
- The current size of the subject property, stated Holm was above 14,000 sq ft but the required Dedication of Right-Of-Way for E Iowa Ave, would reduce the size of the lot to less than the 14,000 sq ft lot size required for a four-plex. The applicant could potentially receive the RD zoning designation for the subject property and request a Variance from City Council on the 14,000 sq ft lot size requirement for a four-plex, due to the Right-Of-Way take.
- Holm advised staff’s recommendation would be for the RML zoning district not to be approved as it was not adjacent to existing RML zoning, however, the RD zoning would be appropriate and if the applicant did not wish to proceed with a tri-plex then a Variance from City Council on the lot size would be required.
- No communication or correspondence had been received regarding the Annexation and zoning request, stated Holm.
- Holm noted the Memorandum dated June 4, 2019, authored by Jim Brooks, with the recommended conditions of approval from the Engineering Division.
- Holm suggested the recommendation for approval be for RD zoning and not the RML zoning designation.
- In response to a question from Kehoe, Holm stated staff had reviewed the issues with the applicant.

Chairman McGrath proceeded to public testimony.

Arly Wilson of 1119 E Iowa Ave – opposed:
- Mr Wilson noted the existing fourplexes previously mentioned were located immediately to the west of the subject property.
- Mr Wilson stated there had been a number of complaints to the police department about problems with those fourplexes.
- Mr Wilson asked that the Planning Commission not recommend the subject property for RD/four-plexes.
- Mr Wilson stated he would like to see any development only be single level structures.
- Mr Wilson voiced concern there would be more cases of trespassing and calls for police if the RD zoning for a fourplex were to be approved for 1111 E Amity Ave.
- The majority of homes in the area, stated Mr Wilson, were all single family homes.

Tiffany Wilson of 1119 E Iowa Ave, Nampa – opposed:
- Ms Wilson stated another concern would be the increased volume of traffic in the area.
- The existing fourplexes, added Ms Wilson, do not have a stop sign and the drivers going in and out of the four-plex development do not pay attention to other vehicles on the road.
- According to Ms Wilson, it was a very narrow road with a large amount of traffic coming in and out over a short distance and considered adding another four-plex would make traffic even worse.
- Trash on the roadway was also an issue, reported Ms Wilson.

Marla Carson:
- Ms Carson stated she did have a telephone discussion with Planning Director Holm regarding the RD option and the applicants would like to be considered for that if the RML zoning were denied.
- Ms Carson considered most people have lived in an apartment or four-plex at some point in their life and added there was a big need for affordable housing.
- Mr Sparks, continued Ms Carson, wants to keep the property and build something that would be a quality product to last through the years.

Garner motioned and Kropp seconded to close public hearing. Motion carried.

Kehoe considered the property should not be zoned RML.
Van Auker, Jr noted it would be up to City Council to allow a Variance for a substandard lot size for a four-plex in the RD zoning district, if the RD zone were to be approved.
Garner motioned and Kehoe seconded to recommend to City Council the Annexation and RD zoning for 1111 E Iowa Ave for Anthony Sparks, for construction of no more than a triplex on the property, subject to:

1. At the time of development of the site, the developer shall extend all public utilities to and through the site in accord with current City Policy and Master Plans. These improvements will include, but not be limited to:
   a) Sewer main and service(s).
   b) Water main and service(s).
   c) Pressure Irrigation main and service.
   d) Storm drainage – both on and off-site.
   e) Gravity Irrigation – Either continued delivery to, or wastewater from, adjacent properties.

2. Abandonment of any existing domestic well or septic systems will be accomplished under the guidelines established by:
   a) Domestic Well – the Idaho Department of Water Resources.
   b) Septic Systems – Southwest District Health Department.
   c) Copies of all related documents certifying the well and septic systems have been abandoned shall be forwarded to the City of Nampa Engineering Division for the project files.

   a) East Iowa Avenue – Functional Classification is a local road. Thirty (30) feet for half of a future sixty (60) foot Right-Of-Way.

4. At time of development, or redevelopment, full frontage improvements are required and will include, but not be limited to:
   a) Curb, gutter and sidewalk.
   b) Pavement widening and striping as required.
   c) Landscaping as required.
   d) Storm drainage.

5. If parcel is divided, each parcel shall be provided with separate domestic water, sewer and pressure irrigation services at time of lot development and Building Permit issuance. Motion carried.

Meeting adjourned at 8:55 p.m.

Norman L Holm, Planning Director
Local 804 Contract Labor Internal Negotiations Minutes
June 26, 2019
Baker Room, HNPSB

Call to Order  9:30 am

Present:        Adam Swift, NFD Negotiator
                   Joel Baker, NFD Lead Negotiator
                   Bobby Sanchez, Nampa Director
                   Bruce Skaug, City Councilman
                   Chris Swift, NFD Negotiator
                   Richard Davies, NFD Deputy Chief
                   Robert Hunt, NFD Negotiator

Discussed:
• Introductions: Each participant introduced themselves with a brief bio
• Proposed ground rules were reviewed – sign off by both sides
• Scheduled meeting: July 1st, 11th, and 15th all to start 9:00 am
• It was decided that Livestream would not be part of the current negotiations.

Joel Baker asked what numbers the city is looking at this year, and if the city was looking for as one- or two-year contract.

Bruce Skaug answered with; city is looking for a two-year contract and the stated the city had a proposal ready, (all subject to council approval).

This was distributed to all present, this was discussed, and all agreed some language and numbers that would be available for the next meeting.

After review, any additional proposals would be prepared to present at the next meeting.

Adjourn at 9:45 am

Next meeting Tuesday July 1, 2019
9:00 am   Baker Room HNPSB
Proposed Ground Rules

Memorandum of Understanding
Ground Rules for Negotiations

The parties to this Memorandum of Understanding are

Nampa Firefighters Local #804
and the
City of Nampa

This Memorandum of Understanding provides ground rules for negotiations to take place between Local #804 and the City of Nampa concerning a term agreement covering the bargaining unit established by Federal Labor Relations Authority.

This Memorandum of Understanding is to be interpreted in accordance with all applicable laws, rules, and regulations. These ground rules are not anticipated to address every item that may arise during the negotiation process and may be altered or modified by the written agreement of both parties.

Schedule of Negotiations

a. Negotiations shall commence and then conclude within a (30) Thirty-day timeframe.

b. After 30 days, those items not agreed upon shall go to fact finding, unless parties agree to extend timelines.

c. Negotiations will commence on scheduled dates from 9:00am to 5:00pm, which may include a mutually agreed upon lunch break of one (1) hour, unless the parties mutually agree to amend the time frames for reasonable purposes.

d. Breaks other than caucuses will be at the mutual agreement of the parties.

Negotiating Team Members

Local #804 has determined to use negotiators on its bargaining team.

The City of Nampa may have an equal number of negotiators.

Local #804 may have non-unit representatives if it so chooses. Each party will notify the other party at least five (5) calendar days prior to the meeting at, which new resources will be attending, unless a different time period is mutually agreed upon. All such non-unit representatives will carry out their functions at no cost to the City of Nampa.

The City of Nampa will notify Local #804 at least five (5) calendar days prior to the
beginning of negotiations of the number of negotiators assigned to the City of Nampa team to include the identity and contact information of the Lead negotiator, unless otherwise mutually agreed upon.

e. Only those designated as "lead negotiator" may make a tentative agreement on behalf of a Party. Changes in the designation must be in writing and provided to the other Party prior to the start of a negotiation session. Each party must have a designated authority to TA at each Meeting.

f. Negotiators may be temporarily replaced by an alternate, who will have the same rights to speak for and bind their principals as the members they replace.

g. If the City of Nampa or Local #804 offers an expert on a given topic to the negotiation, that person shall not be a member of its team and will only be present to discuss that specific topic. Such a person shall have no negotiating authority. Such resources including The Fire Chief, City Financial Advisor, and Human Resource Administrator, shall sit at a separate table on the side of the room and be resources for both teams.

h. If either party wishes to invite an observer to attend, that party will assume all related costs of the observer. No more than one observer from each party may attend.

Exchange of Proposals

a. Initial proposals will be exchanged on June 18, 2018. The parties agree to exchange proposals by electronic copy, between the lead negotiators.

b. The parties agree to use a Microsoft word format.

Location of Negotiations and Available Facilities

a. Negotiations will take place at a neutral facility.

Negotiating Procedures

a. Discuss and agree upon possible comparable.

b. The order of the discussion of proposals during negotiations will be as mutually agreed. During negotiations the parties agree to exchange proposals in paper and electronically.

c. Either party may table a proposal, or any part of a proposal.

d. These ground rules are designed to assist the parties in the negotiations and may not prohibit a proposal or counter proposal whether in the form of a single issue or package of issues.

e. The parties agree to provide on June 29, 2018, any new articles proposed not exchanged
initially. After that date new proposals may be accepted only at the mutual agreement of the parties.

f. Either party may call a caucus. The length of the caucus will be determined by what is reasonable by the party calling the caucus. However, if the caucus exceeds one (1) hour, the parties will meet to discuss the possibility of tabling the issue or meeting at a later date when the party calling the caucus is better equipped to continue negotiations.

g. All proposals and counter proposals will be reduced to writing at the request of either party.

h. As proposed articles are agreed upon, the lead negotiator for each party will initial the tentative language, thereby certifying that a tentative agreement has been reached subject to agreement on the whole.

i. The parties will retain a signed copy of the agreed to proposals upon signing.

J. Each party shall keep its own notes. Verbatim and electronic recording of negotiations sessions or meetings between the parties pursuant to the negotiations are permitted.

k. During the course of the negotiations, no media release of any kind will be released by either party without mutual consent.

l. Upon request and to the extent possible, each party shall provide an explanation of the rationale for each proposal.

m. Each party will respond promptly to requests for relevant and necessary information.

Sidebar discussions

a. Sidebar discussions discouraged and non-binding

b. Sidebar discussions may happen as way of clarifying discussions or communicating information between meetings, however those discussions are non-binding in negotiation sessions.

c. Emails should be communicated to the entire group of negotiation teams.

d. No discussions on negotiation topics should happen with union members outside the negotiation room.

Negotiability
a. Negotiability disputes shall be handled in accordance with law.

b. Any matter in which a declaration of non-negotiability has been issued is severed from negotiations. If the provision is later found to be negotiable, the term agreement shall be reopened solely to permit negotiation on the provision in question.

Execution

a. Once finalized, the tentative agreement shall be executed by a elated signature of the Lead negotiators. The last dated signature shall be the execution date.

Ratification and City of Nampa Review

a. After execution, the parties agree that the executed term agreement shall be referred to Local #804 for ratification under its bylaws and to the City of Nampa City Council for final acceptance.

b. Upon ratification, Local #804 will notify the City of Nampa in writing that ratification has taken place.

c. Upon final acceptance the City of Nampa, will notify Local #804 of Executive vote.

Duration

a. This Memorandum of Understanding shall remain in effect while the Parties are negotiating a contract but shall cease to be in effect on the effective date of the contract.

Official Representative for the City of Nampa,


Official Representative for Nampa Firefighters L804


Authorization to Advertise Request for Qualifications for 3rd Avenue North and West Industrial Road Intersection Improvements
(Key No. 22103)

- This project will be covered by fiscal year 2020 impact fees and freight grants

- The City engaged HDR Engineers for a concept study in early 2017 to develop conceptual alternatives for improving safety and freight mobility on Franklin Boulevard, immediately south of Interstate 84. This roadway intersects with 3rd Avenue North and West Industrial Road, both of which have severe safety and congestion issues

- Four preliminary alternatives were prepared. HDR and City staff expanded upon this outcome with an additional fifth alternative and multiple changes of the first and third original alternatives. HDR’s final concept paper was submitted in mid-2017

- Staff, with Council endorsement, applied to Idaho Transportation Department (ITD) and COMPASS for a freight grant to narrow the alternatives to a single option and construction. The grant was approved as a project titled “3rd Avenue North and West Industrial Road Intersection Improvements” (Key No. 22103) with a total budget of $5,774,000; $500,000 of the total is in fiscal year 2020 for preliminary engineering. The City match for the $500,000 is $37,000 and is included in the draft fiscal year 2020 City budget

- This project requires a National Environmental Policy Act (NEPA) study to review all alternatives, including the favored alternative. This detailed investigation would uncover challenges that were not a part of the concept study. NEPA studies also require a significant level of public involvement

- Staff proposes to use a Qualification Based Selection (QBS) process to select a consultant for professional services for the conceptual design and NEPA analysis effort. The approved alternative will follow immediately after the NEPA evaluation which is included in the attached Request for Qualifications (RFQ) solicitation (see Exhibit A)

- Staff requests authorization from Council to move forward with the attached RFQ to seek the best qualified consultant or consultant team to conduct the NEPA analysis and conceptual design

REQUEST: Authorize staff to advertise the Request for Qualifications for 3rd Avenue North and West Industrial Road Intersection Improvements and initiate contract negotiations with the highest-ranked consultant or consultant team after thorough review and evaluation of submitted Statements of Qualifications.
THE CITY OF NAMPA:
REQUEST FOR QUALIFICATIONS

FOR

3RD AVENUE NORTH AND WEST INDUSTRIAL ROAD
INTERSECTION IMPROVEMENTS
PROJECT NO. A022(103) KEY NO. 22103

July 1, 2019
Request for Qualifications (RFQ)
The City of Nampa (City) seeks qualified and experienced Consultants to submit qualifications to prepare a Concept Design and conduct a NEPA analysis for the Franklin Blvd & Industrial Rd project (ITD Key Number 22103). One Consultant will be selected from the submitted qualifications to provide this service. Work is intended to start as soon as a contract has been finalized with the selected Consultant and City Council has approved.

Description of Work
The City is continuing its efforts to improve freight mobility near Franklin Boulevard and Interstate 84 (I-84). Franklin Boulevard is designated as a critical freight corridor due to the large freight mobility demand it serves for nearby industrial and commercial businesses. The City is beginning the design and environmental analysis to improve traffic and freight operations along Franklin Boulevard by increasing distance between intersections, removing approaches close to the I-84 interchange and improving turning radii.

The City seeks a qualified Consultant to provide the City with the following services:

- Survey and Mapping
- Traffic Analysis
- Geotechnical Engineering (Phase I, II, III and IV)
- Right of Way
- Roadway Design
- Structural Design
- Drainage and Irrigation
- Hydraulics
- Public Involvement
- Environmental Evaluation

The following are major deliverables anticipated for the project:

- Project Charter
- Concept Design
- Approved Material Phase Reports
- Approved Environmental Document
- Approved Hydraulics Report
- Approved Structures (Situation and Layout)
- Design Approval
- Preliminary Right of Way Plans
- Preliminary Roadway and Utility Plans

The City may consider awarding future phases of the project (through PS&E) to the selected firm.
Work Completed to Date
A non-NEPA Pre-Concept Study was finalized in July 2017 which analyzed existing and projected traffic conditions within the study area, developed and evaluated alternatives.

Statements of Qualifications Criteria

1. Team Experience and Qualifications (Weight – 3)
Describe the proposed team’s relevant experience including experience within the project area. Describe what makes the team uniquely qualified to provide professional services for the project. Provide information for no more than three (3) similar projects successfully completed within the past five (5) years. List no more than three (3) verifiable professional services references with a contact person and phone number.

2. Project Manager (Weight – 5)
Identify the Project Manager (PM) who will be responsible for overseeing the work, being responsible for quality and timeliness of the team’s performance, and the office location from which project management will be performed. Address the PM’s personal experience working with the City and familiarity with the project area. List all projects the PM is currently managing and the percent of time spent by him/her on each project. Include estimated completion date for each of those projects. Provide proof of Idaho Professional Engineer registration (registration is required at the time of submittal).

3. Key Personnel and Resources Available (Weight – 3)
Identify key Consultant and sub-consultant personnel including their project roles and duties. Provide a brief summary of experience and qualifications as they relate to services to be provided. Include an organizational chart of the key personnel with their roles and office locations.

4. Understanding and Approach (Weight – 4)
Provide narrative demonstrating knowledge, methodology, policies and procedures to accomplish this project outlined in the description of work. Identify significant features and potential issues that may be encountered and possible steps to eliminate or minimize those issues.

Statements of Qualifications Format
Proposals must conform to the following instructions. These will be strictly enforced, and any non-conforming proposal will be rejected.

- Required File Format: pdf
- Maximum Length: Six (6) pages including all pages submitted
- Pages shall be 8 ½ x 11 inches, with minimum 1/2” margins and minimum font size of 11 including all tables and graphics
Submittal

Statements of Qualifications must be submitted via e-mail in PDF format with the project name and Consultant’s name clearly indicated in the subject line. Late proposals will not be considered. Direct Statements of Qualifications both to Clair Bowman via email at bowmancm@cityofnampa.us and to Jenifer Spurling via email at spurlingj@cityofnampa.us. Proposals must be received by 4:00 P.M. MST on August 9, 2019.

Contact Information

- All questions concerning this RFQ shall be directed to Clair Bowman via email at bowmancm@cityofnampa.us.
- All project specific questions shall be directed by e-mail to Clair Bowman at bowmancm@cityofnampa.us. No questions will be accepted by telephone. All questions will be responded to by e-mail, within two days of receipt of the question(s).
- Interested firms are encouraged to submit a contact e-mail address to Mr. Bowman with a request to be included on an electronic mailing list. Firms on the mailing list will receive copies of responses to all project questions submitted. No firms will be identified in the responses. No project specific questions will be accepted after July 26, 2019.
REQUEST FOR DEFFERAL OF IMPROVEMENTS
RED TAIL ESTATES SUBDIVISION #3

The Audrey Corsberg is pursuing development of their property located at 3901 and 4001 E Lewis Lane, Nampa, Idaho, as a 13 lot residential subdivision through Canyon County Development Services. The property is located within the City of Nampa Area of Impact, and as such, is subject to typical subdivision improvements required by the City, including curb, gutter, sidewalk, street lights, landscaping, and fencing, as described in Chapter 9, Article 11 of the Canyon County Code, as well as, approval of the proposed irrigation plan by the City of Nampa. Aspen Engineers has requested the City approved the irrigation plan for the development and approve waivers of the typical subdivision improvements via letter sent on June 11, 2019, attached as Exhibit A. The proposed Preliminary Plat is attached for reference as Exhibit B. The following facts are associated with this request.

- The proposed Red Tail Estates Subdivision #3 development consists of 13 recitational lots on approximately 77.76 acres. The minimum proposed lot size is 5.01 acres. The Preliminary Plat reflects a 50’ public right-of-way dedication along E Lewis Lane to Nampa Highway District. The internal roadway is also shown to be public with a proposed 60’ right-of-way.

- The subject property is located approximately 0.5-miles south of the current City limits (at Alma Lane), and at the south end of the City impact area.

- The closest City services are more than 0.5-miles away to the north and west. Sewer service for this area requires a large regional lift station near Lake Lowell. There are no current plans for construction of this improvement.

- The subject property is located to the west of Red Tail Estates Subdivision #1 and #2, which were recorded in 2003 and 2007 respectively. The lots within these subdivisions as well as other surrounding parcels are similar in size and nature, with no subdivision improvements other than typical County rural roads.

- The City’s current Comprehensive Plan designates this area as Low Density Residential.

- Aspen Engineers reasoning for the waiver is due to the large lot size (5.0 acre minimum), and the rural nature of the lots and surrounding region.

- The Engineering Division agrees with the reasoning provided by Aspen Engineers, that subdivision improvements are not warranted at this time given the project location and characteristics. However, we do not support an outright waiver of subdivision improvements, but instead recommend granting a deferral of improvements until such time as the property is annexed into the City and the character of the surrounding area changes to warrant such improvements.

REQUEST: Council approve the proposed irrigation plan for the Red Tail Estates Subdivision #3, and grant a deferral of all requested subdivision improvements until such time as the property is annexed into the City and such improvements (curb, gutter, sidewalk, street lights, landscaping, and fencing) are deemed to be warranted by the City. The City Council decision will be provided to Canyon County Development Services for their use in processing the Preliminary Plat.
June 11, 2019

Caleb LaClair
City of Nampa - Engineering
411 Third Street South
Nampa, ID 83651

SUBJECT: Request for approval of Irrigation Plan and Waivers of Subdivision Improvements for RED TAIL ESTATES SUB NO. 3
3901 E. & 4001 E. Lewis Ln
Nampa, Canyon County, Idaho

Dear Caleb:

We are working on designing a Rural-Residential subdivision in the Nampa City impact area known as “Red Tail Estates Subdivision No. 3”. It is a 13 lot preliminary plat for two parcels owned by Audrey Corsberg at 3901 & 4001 E. Lewis Ln, near Nampa in Canyon County, Idaho. The project sits on an area of approximately 77.76 acres.

I have enclosed copies of the preliminary plat, which includes the irrigation plat that has been submitted to the county for approval.

On behalf of the owner, Audrey Corsberg, we would like to request that the City approve the irrigation plan for the development and approve waivers of typical subdivision improvements.

IRRIGATION

The property has surface irrigation rights from Nampa-Meridian Irrigation District. The irrigation water has two points of delivery, the Burke near the southeast corner (Located in lot 6) and the Niday on the east side of the property (located in lot 3).

As shown on the enclosed irrigation plan, we will continue to use the same points of delivery for the subdivision. We plan to continue to use some of the existing lines and ditch to convey water. In addition the irrigation plan shows the new pipes needed to create a gravity irrigation system to adequately supply irrigation water to the lots.

WAIVERS OF SUBDIVISION IMPROVEMENTS

The development will construct a new public street, “Arvalis Dr” which will be owned and maintained by Nampa Highway District No. 1 which will originate E. Lewis Ln at the center of the property and wind south as to avoid existing trees and ditches in the property. The street will be built in two phases each ending at a turn-around. “Arvalis Dr” will be the only access point onto E. Lewis Ln. and once constructed all lots, including the existing home, will take access from said street.
We have depicted a 50’ right-of-way along the south side of E. Lewis Ln as required for future expansion and development of the roadway. For the proposed road we have shown a 60’ right-of-way, which will include the roadway and barrow ditches to manage storm water runoff.

We are asking for waivers to the subdivision because of the lot sizes being large, the lots being rural, and the location of the development. Due to these reasons we are asking that the City Council approve waivers of the typical subdivision improvements (e.g., curbs, gutter, sidewalks, streetlights, perimeter landscaping and fencing).

CONCLUSION

We believe that the proposed gravity irrigation system will be able to adequately provide water to all proposed lots and is the best use of existing resources for this project.

We believe that the lot configuration and 5 acre size shown on the preliminary plat take into account the surrounding area and will offer lots that are compatible with the area. The development fits in the rural nature of the existing homes and lots adjacent to it. In addition to a house, these 5 acre lots can provide pastures, animals, and associated features that people seeking a rural lifestyle are drawn to. Therefore the need for subdivision improvements such as (e.g. curbs, gutter, sidewalk, streetlights, perimeter landscaping, and fencing) for this type of development should not be required.

Feel free call me at 208-466-8181 if you have any questions or need additional information.

Respectfully,

Aspen Engineers, Chartered

Lance Warnick, PE
Principal Engineer

cc: Aspen 18035
PRELIMINARY PLAT FOR
RED TAIL ESTATES SUBDIVISION NO. 3
LOCATED IN A PORTION OF THE NE 1/4 OF
SEC 13, T2N, R2W, BOISE MERIDIAN,
CANYON COUNTY, IDAHO
DATE OF PREPARATION: JUNE 7, 2019
PRELIMINARY PLAT FOR
RED TAIL ESTATES SUBDIVISION NO. 3
LOCATED IN A PORTION OF THE NE 1/4 OF
SEC 13, T2N, R2W, BOISE MERIDIAN,
CANYON COUNTY, IDAHO
DATE OF PREPARATION: JUNE 7, 2019
PRELIMINARY IRRIGATION PLAN FOR
RED TAIL ESTATES SUBDIVISION NO.3
LOCATED IN A PORTION OF THE N 1/2
SEC 13, T2N, R2W, BOISE MERIDIAN,
CANYON COUNTY, IDAHO
DATE OF PREPARATION: JUNE 7, 2019

[Map of Red Tail Estates Subdivision No.3]
Proclamation
Office of the Mayor

Whereas, in 1915, the first Nampa Harvest Festival, also known as the Snake River Stampede, kicked off the first rodeo event; and

Whereas, since that date in 1915, the Snake River Stampede Rodeo has become one of the premier rodeo’s in the State of Idaho and the United States; and

Whereas, the Snake River Stampede attracts over 60,000 spectators each year from across the State and around the world that enjoy the rodeo in Nampa, Idaho; and

Whereas, the Snake River Stampede sponsors one of the largest all horse parades, that is attended by community families; horse lovers; and

Whereas, the Snake River Stampede is considered as one of the top PRCA indoor rodeo’s in the nation; and

Whereas, our community gets to observe over 700 world ranking contestants, competing for over $450,000.00 in prize money

Whereas, the rodeo is celebrating the 104th year as the WILDEST, FASTEST, SHOW ON EARTH;

Now Therefore, I, Debbie Kling Mayor of the City of Nampa, Idaho, do hereby proclaim July 8—20, 2019, in the City of Nampa as:

“Snake River Stampede Days”

And encourage our citizens to promote this exciting community celebration and to:

WEAR WESTERN APPAREL

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the city of Nampa to be affixed this 8th day of July in the year of our Lord two thousand nineteen.

__________________________
Debbie Kling
Mayor, City of Nampa
Proclamation

Office of the Mayor

Whereas, Mrs. Dianne Siewert has honorably and faithfully served the Deal Insurance Agency since 1959 and

Whereas, these years of service have been marked by exemplary performance and valuable leadership in vital accomplishments to this the Authority; and

Whereas, her unwavering dedication and commitment to excellence is in keeping with the highest standards of service to our community

Now Therefore, I, Debbie Kling, Mayor of the City of Nampa, Idaho do hereby proclaim July 11, 2019 as

"Dianne Siewert Appreciation Day"

I encourage the citizens and staff of the Deal Agency to take time today to support and thank Mrs. Siewert for her years of service in the City of Nampa, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the city of Nampa to affix this 11th day of July in the year of our Lord two thousand nineteen.

Debbie Kling Mayor City of Nampa
Proclamation
Office of the Mayor

Whereas parks and recreation programs are an integral part of communities throughout this country, including the City of Nampa; and

Whereas, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

Whereas, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

Whereas, parks and recreation programs increase a community’s economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

Whereas, parks and recreation areas are fundamental to the environmental well-being of our community; and

Whereas, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

Whereas, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

Whereas, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

Whereas, the City of Nampa recognizes the benefits derived from parks and recreation resources

NOW THEREFORE, I, Debbie Kling, Mayor of the City of Nampa, Idaho do hereby proclaim the month of July, 2019 in the City of Nampa as:

"Parks and Recreation Month"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Nampa to be affixed this 1st day of July in the year of our Lord two thousand nineteen.

Debbie Kling, Mayor, City of Nampa
CITY OF NAMPA
REGULAR COUNCIL
JULY 1, 2019
STAFF REPORT BY PUBLIC WORKS DEPARTMENT
TOM POINTS, P.E., PUBLIC WORKS DIRECTOR

Update to 2019 Street Division Chip Sealing Campaign

Chip and fog sealing in Zone D1 and Zone D2 is 100% complete. Thermoplastic application and paint striping will commence on July 8 with an estimated completion date of August 8. Staff provides daily updates to the City website for citizens to review and track the progress.

Domestic Water System Update

The Nampa Water Division’s mission is to provide a safe, clean supply of potable water and exceptional customer service. This includes continued sampling, monitoring, and annual reporting on the domestic water supply to our customers through a Consumer Confidence Report (CCR) that is mailed out to the customers and can be found on the City website at https://www.cityofnampa.us/297/Water-Quality. By July 1st of each year the CCR is published as required by the U.S. Environmental Protection Agency and Idaho Department of Environmental Quality under the Federal Safe Drinking Water Act. This report informs City customers of where their drinking water comes from and what is in it. In 2018, approximately 550 water samples were collected from the domestic water system. These samples were monitored for over 75 contaminants including disinfectant byproducts; organic, inorganic, microbiological, and radioactive contaminants. The 2018 CCR results show that Nampa’s two domestic water systems meet all state and federal drinking water standards (see Exhibit A).

Wastewater Program Update

Phase I Upgrades Construction Update

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

The $38 million Phase I Upgrades projects are more than 92% 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.
Wastewater Treatment Plant Upgrades Phase 1 Group A project implemented an automated dissolved oxygen (DO) control system to reduce an air demand within the aeration basin process for a project cost of approximately $1,184,000. The project costs include the DO control equipment specific to the blowers, including actuators, DO probes, transmitters, airflow meters, and related systems integration services. In June the pre-approval application was submitted to Idaho Power with support from Cascade Energy. After the application is approved there is a measurement and verification step to be completed. The total estimated energy savings is 283,824 kWh/yr., representing energy savings of about 25 average-sized Idaho homes and estimates the incentive payment back to the City at $51,088.

This will be the second Idaho Power efficiency incentive for the Phase 1 project. Back in October 2017 the City received $40,207.14 from Idaho Power for improvements related to the primary effluent pump station.

**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 94%
- The Contract Work Completed is currently at 93%

Key activities and milestones achieved since the update to City Council on May 6, 2019, include:
- Completion of centrifuge installation in May
- Initiation of centrifuge startup activities began in June
- Contractor continues to address thickening system and reclaimed water system punch list items

Based on the current project schedule, the following is the major work items expected to be completed in the near future:
- Centrifuge startup will continue and is scheduled for completion in August 2019
- City staff training on safe and proper operation and maintenance of centrifuges
- Completion of 30 day commissioning of dewatering system
- Continued operation of thickening system
- Punch list completion by contractor
The following photos show the progression of Project Group B:

![Figure 1 – Centrifuge installed in Solids Handling Building](image1)

![Figure 2 – Front view of Centrifuge Pipes](image2)
**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 69%
- The Contract Work Completed is currently at 55%

Key activities and milestones achieved since the update to City Council on May 6, 2019, include:

- Completion of the digester structure following final concrete pour
- Initiation of piping installation inside and outside of Digester No. 4
- Delivery of the floating cover
- Construction and welding of the floating cover has started in the staging area

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

- Installation of the floating cover
- Coating of the structure and electrical work are scheduled for the near future

The following photos show the progression of Project Group C:

![Primary Digester No. 4 Structure](image)

**Figure 1 – Primary Digester No. 4 Structure**
Figure 2 – Primary Digester No. 4 Concrete Pour of Upper Ring

Nampa WWTP Phase I Upgrades: Financial Report

The following table shows current financials for Phase I Upgrades:

<table>
<thead>
<tr>
<th>Contract</th>
<th>Original Budget</th>
<th>Current Budget</th>
<th>Change Order Rate</th>
<th>Spent</th>
<th>Percent Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Group A – Ewing</td>
<td>$12,494,000</td>
<td>$14,071,194</td>
<td>11.2%</td>
<td>$14,071,194</td>
<td>100%</td>
</tr>
<tr>
<td>Project Group A Contingency</td>
<td>$1,500,000</td>
<td>-$77,194</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Group A Total</strong></td>
<td><strong>$13,994,000</strong></td>
<td><strong>$13,994,000</strong></td>
<td></td>
<td><strong>$14,071,194</strong></td>
<td><strong>101%</strong></td>
</tr>
<tr>
<td>Project Group B - JC</td>
<td>$11,255,000</td>
<td>$11,689,436</td>
<td>3.7%</td>
<td>$10,926,770</td>
<td>93%</td>
</tr>
<tr>
<td>Project Group B Contingency</td>
<td>$500,000</td>
<td>$65,564</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Group B Total</strong></td>
<td><strong>$11,755,000</strong></td>
<td><strong>$11,755,000</strong></td>
<td></td>
<td><strong>$10,926,770</strong></td>
<td><strong>93%</strong></td>
</tr>
<tr>
<td>Project Group C – Ewing</td>
<td>$3,311,094</td>
<td>$3,215,085</td>
<td>-3.0%</td>
<td>$1,915,446</td>
<td>60%</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><strong>$3,461,094</strong></td>
<td><strong>$3,461,094</strong></td>
<td></td>
<td><strong>$1,915,446</strong></td>
<td><strong>55%</strong></td>
</tr>
<tr>
<td>PHASE I UPGRADES TOTAL</td>
<td><strong>$29,210,094</strong></td>
<td><strong>$29,210,094</strong></td>
<td></td>
<td><strong>$26,913,411</strong></td>
<td><strong>92%</strong></td>
</tr>
</tbody>
</table>

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

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

- Completion of the 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.
- Completion of preliminary design activities for Project Group D (Primary Digester No. 5 and Flare Relocation) including a Preliminary Engineering Report which has been submitted to the Idaho Department of Environmental Quality (IDEQ) for review.
- Selection of project packaging and delivery approach. Several project packaging and delivery alternatives were analyzed during this effort. The final selection occurred during the June 3, 2019, City Council meeting.
- Continued development of schematic design on Project Group E (Laboratory and Administration Building) including the development of a preliminary engineering report.
- 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).
- Conducted eight 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 in the near future:

- Completion of the Project Group E Preliminary Engineering Report.
- Continuation of preliminary design activities for Project Group F.
**Schedule Decision Log Status**

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

<table>
<thead>
<tr>
<th>Decision</th>
<th>Status</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Liquid Stream Decisions</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liquid Product Quality Design Criteria</td>
<td>Pending</td>
<td>Decision will be informed by Recycled Water Permit.</td>
</tr>
<tr>
<td>Secondary Treatment Technology</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Primary Clarification Design Approach</td>
<td>Pending</td>
<td>Repair and replacement projects to be further defined pending other decisions.</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 following Recycled Water Permit issuance.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Decision</th>
<th>Status</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Solid Stream Decisions</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solid Product Quality Design Criteria</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Dewatering Design Approach</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>WAS Thickening Design Approach</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Solids Mass Balance</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Primary Sludge Thickening Technology</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Digestion Design Approach</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Digested Sludge Storage Tank Size</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Digester Heating Design Approach</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Decision Made</td>
<td>Approved by City Council 6/3</td>
<td></td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-------------------------------</td>
<td></td>
</tr>
<tr>
<td>Digester Control Building</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Design Approach</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Decisions</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Chemical System Design</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Approach</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Packages</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Approved by City Council 6/3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Delivery Approach</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Approved by City Council 6/3</td>
<td></td>
</tr>
</tbody>
</table>
Do I need to take special precautions?

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons, such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA and Central District Health guidelines on appropriate means to lessen risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Water Drinking Hotline at 1-800-426-4791.

Arsenic

While your drinking water meets EPA's standard for arsenic, it does contain low levels of arsenic. EPA's standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. EPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

Nitrate

Nitrate in drinking water at levels above 10 parts per million (ppm) is a health risk for infants of less than six months of age. High nitrate levels in drinking water can cause blue baby syndrome. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity. If you are caring for an infant, you should ask advice from your health care provider.

Lead

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City of Nampa is responsible for providing high quality drinking water but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking and cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline at 800.462.4791 or www.epa.gov/safewater/lead.

Frequently Asked Questions

Is my water hard?

City of Nampa water hardness level ranges from none to 7.08 grains of hardness per gallon. Water hardness is classified by the U.S. Department of Interior and the Water Quality Association as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>grains/gal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soft</td>
<td>0-1</td>
</tr>
<tr>
<td>Slightly hard</td>
<td>1-3.5</td>
</tr>
<tr>
<td>Moderately hard</td>
<td>3.5-7.0</td>
</tr>
<tr>
<td>Hard</td>
<td>7.0-10.5</td>
</tr>
<tr>
<td>Very hard</td>
<td>10.5+</td>
</tr>
</tbody>
</table>

Is there fluoride in my water?

Some fluoride compounds dissolve easily into groundwater as it moves through gaps and pore spaces between rocks. City of Nampa water supplies contain naturally occurring, low levels of fluoride; therefore, our water supplies meet EPA standards for fluoride.

Do I need a backflow assembly?

If you are unsure of your need for a device, please contact Nampa City Waterworks to schedule a determination survey. Our Backflow Inspector can provide you with details on the approved device type, premise isolation location, and information for ongoing test requirements. If you have any questions about your need for a backflow assembly, call the City of Nampa Waterworks to speak with our Backflow inspector.

In order to ensure that tap water is safe to drink, EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water:

- Microbial contaminants, such as viruses and bacteria, may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.
- Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration regulations establish limits for contaminants in bottled water which must provide the same protection for public health.
Dear Customers,

We are pleased to share with you the City of Nampa 2018 Consumer Confidence Report (CCR). We vigilantly safeguard the water supply and are proud to report that our system has met or exceeded all drinking water quality standards.

While meeting requirements set forth by the Environmental Protection Agency (EPA) to ensure that the water provided by the City is safe to consume, we also welcome this opportunity to share water system improvements and program management updates made in 2018. Reinvesting in water infrastructure is critical when striving to deliver the highest quality water possible to our customers - we have managed these improvements while maintaining affordable and sustainable rates.

A few improvements made to the water system in 2018 include the following:

- Preventative maintenance was performed on two domestic water pumping facilities. The preventative maintenance program helps ensure reliability of the City well supply to the distribution system.
- Burke Lane water mainline was installed for improvements to fire protection.
- Sunny Ridge and Dooley Lane pressure reducing valve installation – reduce pressure for better system performance.

If you have any questions about this report, please go to www.nampawaterdivision.org, email us at water@cityofnampa.us, or call our office at 208.468.5860.

Sincerely,

Keith Begay
Nampa Water Department Superintendent

Where Does Your Water Come From?
The City of Nampa’s drinking water supply is fully sourced by groundwater wells, 14 in total, which draw from the western Snake River Plain Aquifer. These wells serve over 88,221 customers. Water is delivered to individual homes and businesses through over 488 miles of pipe.

Source Water Assessment
In this water quality report, you will find an overview of the water testing programs in place to protect your drinking water system. In 1996, Congress amended the Safe Drinking Water Act to emphasize the protection of surface and ground water sources used for public drinking water. The amendments require that each state possessing primacy over its drinking water develop a source water assessment plan for drinking water sources, conduct assessments on all public water systems, and make the assessments available to the consumer. The City of Nampa’s Source Water Assessment can be requested through Idaho Department of Environmental Quality (IDEQ) by calling 208.373.0500.

2018 Drinking Water Quality
In 2018 the City of Nampa Waterworks Division took approximately 550 water samples and monitored for over 75 contaminants as required by the EPA and IDEQ, including disinfectant byproducts; organic, inorganic, microbiological, and radioactive contaminants. All results are for 2018, unless otherwise noted. Only contaminants that fell within detectable levels were included in this report. The results continue to meet or surpass all State and Federal drinking water standards.

Tips for Reading Results
Each of the regulated contaminants compares to a Maximum Contaminant Level (MCL) and a Maximum Contaminant Level Goal (MCLG) as established by the EPA and IDEQ. Definitions for technical terms is included on the bottom of this page.

Source Water Assessment

<table>
<thead>
<tr>
<th>Contaminants</th>
<th>MCLG</th>
<th>MCL</th>
<th>Highest Result</th>
<th>Range of Results</th>
<th>Samples Exceeding AL</th>
<th>Short-Term</th>
<th>Typical Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disinfectants &amp; Disinfectant By-Products (There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chlorine (as Cl2) (ppm)</td>
<td>4</td>
<td>4</td>
<td>.63</td>
<td>Annual Ave. 0.27</td>
<td>2018</td>
<td>No</td>
<td>Water additive used to control microbes</td>
</tr>
<tr>
<td>TTHMs [Total trihalomethanes] (ppb)</td>
<td>NA</td>
<td>80</td>
<td>5.66</td>
<td>ND-5.66</td>
<td>2018</td>
<td>No</td>
<td>Disinfection by-product Annual Average 3.1</td>
</tr>
<tr>
<td>Haloacetic Acids (HAAS) (ppb)</td>
<td>NA</td>
<td>60</td>
<td>1.65</td>
<td>ND-1.65</td>
<td>2018</td>
<td>No</td>
<td>Disinfection by-product Annual Average 0.62</td>
</tr>
<tr>
<td>Inorganic Contaminants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arsenic (ppb)</td>
<td>0</td>
<td>10</td>
<td>7.5</td>
<td>ND-7.5</td>
<td>2018</td>
<td>No</td>
<td>Erosion of Natural Deposits</td>
</tr>
<tr>
<td>Barium (ppm)</td>
<td>2</td>
<td>2</td>
<td>0.1</td>
<td>ND-0.1</td>
<td>2017</td>
<td>No</td>
<td>Erosion of Natural Deposits</td>
</tr>
<tr>
<td>Cadmium (ppm)</td>
<td>0.015</td>
<td>0.005</td>
<td>N/D</td>
<td>N/D</td>
<td>2018</td>
<td>No</td>
<td>Erosion of Natural Deposits</td>
</tr>
<tr>
<td>Chromium (ppm)</td>
<td>100</td>
<td>100</td>
<td>7</td>
<td>ND-7</td>
<td>2018</td>
<td>No</td>
<td>Erosion of Natural Deposits</td>
</tr>
<tr>
<td>Fluoride (ppm)</td>
<td>4</td>
<td>4</td>
<td>1.3</td>
<td>O-2.13</td>
<td>2018</td>
<td>No</td>
<td>Erosion of Natural Deposits</td>
</tr>
<tr>
<td>Nitrate [measured as Nitrogen] (ppm)</td>
<td>10</td>
<td>10</td>
<td>6.1</td>
<td>ND-6.1</td>
<td>2018</td>
<td>No</td>
<td>Erosion of Natural Deposits</td>
</tr>
<tr>
<td>Microbiological Contaminants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Coliforms (% positive in monthly samples)</td>
<td>0</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>2018</td>
<td>No</td>
<td>Naturally Present in Environment</td>
</tr>
<tr>
<td>Radioactive Contaminants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alpha emitters (pCi/L)</td>
<td>0</td>
<td>15</td>
<td>6.4</td>
<td>Annual Average 3.1</td>
<td>2018</td>
<td>No</td>
<td>Erosion of Natural Deposits</td>
</tr>
<tr>
<td>Combined Radium -226 &amp; -228 (pCi/L)</td>
<td>0</td>
<td>5</td>
<td>2.3</td>
<td>ND-2.32</td>
<td>2017</td>
<td>No</td>
<td>Erosion of Natural Deposits</td>
</tr>
<tr>
<td>Combined Uranium (µg/L)</td>
<td>0</td>
<td>38</td>
<td>14</td>
<td>ND-14</td>
<td>2018</td>
<td>No</td>
<td>Erosion of Natural Deposits</td>
</tr>
<tr>
<td>Contaminants</td>
<td>MCLG</td>
<td>AL</td>
<td>Highest Result</td>
<td>Range of Results</td>
<td>Samples Exceeding AL</td>
<td>Short-Term</td>
<td>Typical Source</td>
</tr>
<tr>
<td>Inorganic Contaminants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copper - action level at consumer taps (ppm)</td>
<td>1.3</td>
<td>1.3</td>
<td>0.06</td>
<td>0</td>
<td>2018</td>
<td>No</td>
<td>Corrosion of household plumbing systems; erosion of natural deposits 11 samples taken</td>
</tr>
<tr>
<td>Lead - action level at consumer taps (ppb)</td>
<td>0</td>
<td>15</td>
<td>ND</td>
<td>0</td>
<td>2018</td>
<td>No</td>
<td>Corrosion of household plumbing systems; erosion of natural deposits 13 samples taken</td>
</tr>
</tbody>
</table>

Definitions

- **Action Level (AL):** The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
- **Maximum Contaminant Level (MCL):** The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
- **Maximum Contaminant Level Goal (MCLG):** The level of contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- **Not detected (ND):** Substance not detectable using current monitoring methods.
- **ppb:** Parts per billion, also known as micrograms per liter (µg/L) which is equal to the number of micrograms of a substance in one liter of water.
- **ppm:** Parts per million, also known as milligrams per liter (mg/L) which is equal to the number of milligrams of a substance in one liter of water. One part per million is equal to 1,000 parts per billion.
- **pCi/L:** Picocuries per liter (a measure of radioactivity).

Este informe contiene informacion muy importante sobre la calidad de su agua potable. Por favor lea este informe o comuníquese con alguien que pueda traducir la información.
In order to ensure that tap water is safe to drink, EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water:

- Microbial contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.
- Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

Health Notes

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons, such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly and infants can be particularly at risk from infections. People who consume water containing lead are at risk of lead poisoning.

LEAD

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from lead service lines and lead solder in plumbing fixtures. Lead from service water assessment plan for public drinking water sources, conduct assessments on all public water systems, and make the assessments available to the public. M & M Mountain View Subdivision currently does not have a Source Water Assessment.

ARSENIC

While your drinking water meets EPA’s standard for arsenic, it does contain low levels of arsenic. EPA’s standard balances the current understanding of arsenic’s possible health effects against the costs of removing arsenic from drinking water. EPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

NITRATE

Nitrates in drinking water at levels above 10 parts per million (ppm) is a health risk for infants of less than six months of age. High nitrate levels in drinking water can cause blue baby syndrome. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity. If you are caring for an infant, you should ask advice from your health care provider.
Drinking Water Quality - 2018

The water quality table shows how the quality of your drinking water in 2018 compared to the standards set by the EPA and the ID DEQ. The tables in this report list minimum and maximum values for substances detected in our sources of supply. All testing performed is in accordance with all regulations. Each of the regulated contaminants compares to a Maximum Contaminant Level (MCL) and a Maximum Contaminant Level Goal (MCLG) established by the EPA and the State of Idaho. We tested for contaminants that were required for this year's monitoring schedule and detected only those indicated in the Drinking Water Quality Table. Some of the information is technical in nature so we have provided definitions on the following page.

Primary Standards directly related to the safety of drinking water.

| Contaminants | MCLG | MCL | Highest Result | Range of Results | Sample Date | Violation | Typical Source
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Inorganic Contaminants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arsenic (ppb)</td>
<td>0</td>
<td>10</td>
<td>3.0</td>
<td>NO RANGE; DUE TO WELL SITE</td>
<td>2010</td>
<td>No</td>
<td>Erosion of natural deposits</td>
</tr>
<tr>
<td>Barium (ppm)</td>
<td>2</td>
<td>2</td>
<td>.05</td>
<td>NO RANGE; DUE TO WELL SITE</td>
<td>2010</td>
<td>No</td>
<td>Erosion of natural deposits</td>
</tr>
<tr>
<td>Nitrate [measured as Nitrogen] (ppm)</td>
<td>10</td>
<td>10</td>
<td>4.8</td>
<td>NO RANGE; DUE TO WELL SITE</td>
<td>2018</td>
<td>No</td>
<td>Runoff from fertilizer use; Erosion of natural deposits</td>
</tr>
</tbody>
</table>

Radioactive Contaminants

| Contaminants | MCLG | MCL | Highest Result | Range of Results | Sample Date | Violation | Typical Source
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Alpha emitters (pCi/L)</td>
<td>0</td>
<td>15</td>
<td>10.6</td>
<td>NO RANGE; DUE TO WELL SITE</td>
<td>2018</td>
<td>No</td>
<td>Erosion of natural deposits</td>
</tr>
<tr>
<td>Radium (pCi/L) (combined 226/228)</td>
<td>0</td>
<td>5</td>
<td>ND</td>
<td>ND</td>
<td>2018</td>
<td>No</td>
<td>Erosion of natural deposits</td>
</tr>
<tr>
<td>Uranium (ug/L)</td>
<td>0</td>
<td>30</td>
<td>26</td>
<td>19-26</td>
<td>2018</td>
<td>No</td>
<td>Erosion of natural deposits</td>
</tr>
</tbody>
</table>

It’s easy to take water for granted, but clean, fresh water is essential to our survival. We need clean water to drink, cook and clean. We need it for sanitation and fire protection.

What does ppm or ppb mean??

| Contaminants | MCLG | AL | Highest Result | Sample Date | # Samples Exceeding AL | AL | Typical Source
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Inorganic Contaminants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copper - action level at consumer taps (ppm)</td>
<td>1.3</td>
<td>1.3</td>
<td>0.13</td>
<td>2017</td>
<td>0</td>
<td>No</td>
<td>Corrosion of household plumbing systems; Erosion of natural deposits</td>
</tr>
<tr>
<td>Lead - action level at consumer taps (ppb)</td>
<td>0</td>
<td>15</td>
<td>4</td>
<td>2017</td>
<td>0</td>
<td>No</td>
<td>Corrosion of household plumbing systems; Erosion of natural deposits</td>
</tr>
</tbody>
</table>

Action Level (AL): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. Addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfection Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Definitions

Primary Standards: Federal drinking water regulations for substances that are health related. Water suppliers must meet all primary drinking water standards.

Secondary Standards: Federal drinking water measurements for substances that do not have an impact on health. These reflect aesthetic qualities such as taste, odor and appearance. Secondary standards are recommendations, not mandates.
June 27, 2019

City Council Memo:

The Community Planning Association of Southwest Idaho (COMPASS) is an association of local governments working together to plan for the future of the Treasure Valley. The agency is a voluntary, member-based organization.

COMPASS is governed by a Board of Directors who represent COMPASS member agencies. The Board is comprised mainly of local elected officials, such as mayors, city councilmembers, and county and highway district commissioners.

The Board serves as a regional forum for making decisions about transportation and related planning and sets priorities for spending federal transportation funds. Each member agency has a voice in the decision-making process and has access to the people and technical resources that inform that process.

With the recent growth in the City of Nampa population, now over 100,000, Nampa has an additional seat on the board. Mayor Debbie Kling and Councilman Victor Rodriguez currently serve on the board. I would like the council to consider appointing Public Works Director, Tom Points, as the additional board member.

Sincerely,

Debbie Kling
Mayor, City of Nampa
Downtown Nampa
Memorandum of Understanding

This Memorandum of Understanding, hereinafter referred to as “the Agreement,” is between the following parties: 1) The City of Nampa, Idaho, hereinafter referred to as “the City”; and 2) The Downtown Business Improvement District #2, Nampa, Idaho, otherwise known and hereinafter referred to as “the BID.”

WHEREAS, the City has established through ordinance Business Improvement District #2 for the purpose of coordinating the promotion of businesses and events, along with the maintenance of public areas in Downtown Nampa, hereinafter referred to as “Downtown”;

WHEREAS, the BID has established By-Laws, membership, and a board of directors for redeeming their responsibilities;

WHEREAS, the City and the BID collectively agree that the management of the area within Downtown should involve everyone with a stake in the commercial district and its future, to include; merchants, property owners, the Chamber of Commerce, industries, local government and private citizens within the entire Nampa community, and that all benefit from a healthy local economy and from a historic core that reflects the community’s heritage and personality;

WHEREAS, the City and the BID have agreed to enter into a collaborative agreement to work together financially and organizationally as part of a public-private partnership to the extent practical for each party;

WHEREAS, the partners listed herein desire to enter into a Memorandum of Understanding setting forth the roles and responsibilities of the BID and the City;

WHEREAS, this Memorandum of Understanding is effective from the date of both party’s acceptance and signature and will continue until terminated by either party in accordance with the terms of this agreement.

NOW THEREFORE, it is hereby agreed by and between the City and the BID to provide the following for the promotion and management of Downtown.

The BID
The BID will provide the following as part of their public-private partnership for the management of Downtown:

a. The BID shall be responsible for all costs associated with any custom printing, including, but not limited to; stationary, business cards, envelopes, stamps, posters, flyers, advertisements, and the like.

b. The BID shall reimburse the City for all postage paid by the City for the BID.

c. The BID shall communicate and provide copies of all minutes and updates from all BID related meetings to the Economic Development Assistant Director on a monthly basis. These reports will be used to re-evaluate the City's support annually of the BID and to include in communications to staff, City Council and NDC during budget cycles.

d. The BID shall ensure the Assistant Economic Development Director and associated staff assigned as staff support for the Board & committee meetings are notified of all board/committee meeting dates, times and locations.

e. The BID agrees to participate as appropriate in the City managed Main Street program which is part of the Statewide Main Street Program through the Idaho Department of Commerce.

f. The BID will be responsible for coordinating downtown activities with the City for compliance with street closures, vendor licensing, permit fees, right of way permits, and similar. The main contacts for each Department/Division have been provided in Attachment ‘A’.

g. The BID will help assist the City in planning efficient systems, methods, and/or processes for green space, trees, flowers, and any other improvements.

h. The BID will provide banners for mid-block light poles to advertise and promote events in Downtown.

i. The BID will at their discretion plan and implement events in Downtown in an effort to promote business and create a family safe, vibrant experience for the community.

j. The BID will plan and implement volunteer staffed periodic clean-up days for Downtown.

k. The BID will provide flowers at their expense for light poles and street scape planters, where irrigation drip lines are available, within Downtown.

l. The BID will be responsible for collecting past due assessments from members.

m. The BID will encourage business and property owners to adhere to the approved street-scape plan for Downtown.
The City

The City will provide the following as part of their support of the public-private partnership for BID #2:

a. The City shall provide physical office space, with building access on M-F, from 8:00 a.m. – 5:00 p.m. for the storage and access to the BID’s files.

b. The City will provide a land-line phone for receiving messages for the BID from third parties and will relay such messages to Downtown via email.

c. The City shall provide access to copiers, printers, facsimiles, and other resources that may be available from the I.T. Department, such as; projectors.

d. The City WILL NOT pay for the costs associated with any custom printing, including, but not limited to; stationary, business cards, envelopes, stamps, posters, flyers, advertisements, and the like.

e. The City will pay for the cost of postage for all mailings up-front but will then invoice the BID for reimbursement. The City will create a separate mailing code to track all mailings associated with the BID.

f. The City will provide the use of conference rooms, when available, for use by the BID for board meetings, committee meetings, and public meetings sponsored by the BID.

g. The City shall provide staff support for the regular quarterly BID membership assessment billings.

h. The City shall provide staff support by attending the BID’s monthly, annual and special meetings, as much as possible, so long as such attendance does not interfere with City staff’s normal day-to-day responsibilities and duties.

i. The City shall provide storage space in the Economic Development Department for use by the BID, but accepts no liability for any items damaged, stolen or lost that were stored within the building.

j. The City will provide the BID with information regarding available funding resources, grants, and/or training opportunities as they are made aware of and assist in the application of applicable grants.

k. The City shall provide staffing and management of all aspects of the Main Street Program as part of the Statewide Main Street Program through the Idaho Department of Commerce.

l. The main function of Economic Development is business retention, expansion and attraction. The City will continue to designate staffing to assist in bringing strong businesses into the downtown. This will include the coordination efforts between the BID and such businesses.

m. The City will provide staff support to assist with the organization, advertising, setup, and takedown of downtown events, during working hours, as staff time permits, so long as such support does not interfere with their everyday assigned duties and tasks.

n. Economic Development staff will assist in designing and producing literature to promote downtown and businesses as time allows. City staff will promote the downtown businesses and events through social media and websites.
o. The City will provide for the installation and function of the irrigation waterdrip lines for flowers on the light poles, planters and street-side trees as the streetscape plan is implemented.

p. The City will provide for the installation and maintenance of street-side planters, benches and bike racks.

q. The City will provide full tree service to streetscape trees to include the purchase, planting, maintenance and removal.

r. The City will provide, manage and maintain the “Visit Nampa” mobile phone application (App) for Downtown, including quarterly updates of the BID member directory.

s. The City will assist the BID in its installation of banners on downtown mid-block light poles by providing the physical labor necessary to complete installation of the banners no more frequently than once per fiscal year. While the BID may make choose to make changes to the installed banners as frequently as it deems necessary and advisable, it will be responsible for any costs associated with the second or any additional change which may occur in a given fiscal year.

BID & the City

a. Within the budget constraints of each party, The BID and the City will seek to work together to provide Christmas lighting on streetscape trees and light pole decorations in Downtown.

b. The BID and the City will contract with a third party for the collection of garbage from city provided sidewalk garbage containers within the greater Downtown area, with the BID funding that portion within the boundary of BID, and the City funding that portion outside the BID boundary. This contract will be administered by the BID.

c. The BID and the City will develop and implement a plan for the use of banners and seasonal streetscape décor in Downtown.

I) Termination of Agreement:

Either party may terminate this agreement at any time by providing (45) days’ notice, in writing, to the other party.

II) Prior Agreements; Modification:

This agreement supersedes all prior agreements between the parties hereto which have not been reduced to writing as of the date of this agreement, and which relate to its subject matter. Any prior agreement between the parties relating to its subject matter shall have no force or effect upon and after the date of execution of this agreement. This is the complete agreement between the parties. This Agreement may be amended or modified at any time by the parties provided that the same is reduced to writing and signed by each party through the appropriate
approval process. This Agreement may not be modified by any oral or informal communication.

III) Purposes of the BID

In accomplishing the purposes of this agreement, the parties acknowledge that all revenues generated by assessments of the BID shall be used solely for the purposes set forth and allowed under Idaho Code §§ 50-2611 and -2612, and, to the resolutions and ordinances related to the BID adopted by the City Council of the City of Nampa, as they may be amended, from time to time.

IV) Indemnification

The BID agrees to indemnify, defend and hold employees of the City and other related parties harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments that include reasonable attorneys' fees, costs and expenses, incidental thereto, which may be suffered by, accrued against, charges to or recoverable from any customer indemnitee, by reason of any claim arising out of or relating to any act or error or omission, or misconduct of the City.

V) Severability

If any provision of this Agreement is construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions contained in this Agreement. The illegal or invalid provision will be deemed stricken and deleted from the Agreement to the same extent and affect as if it never existed, but all other provisions will contribute in effect.

VI) Governing Law

The validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the state of Idaho.

VII) Commitment to Partnership:

We, the undersigned, have read and agree to the terms of this Memorandum of Understanding.
IN WITNESS WHEREOF, the Parties have executed this contract effective the ___ day of __________________, 2019.

THE CITY OF NAMPA
an Idaho municipal corporation

_________________________________________
DEBBIE KLING
Mayor

Attest:

_________________________________________
City Clerk

DOWNTOWN BUSINESS
IMPROVEMENT DISTRICT NO. 2
(also known as “Downtown Nampa Association”)  

By: JULIE VINCENT
Its: President
ATTACHMENT ‘A’

BUILDING PERMITS/OCCUPANCY PERMITS
Building Department
208-468-5468

Planning Department
208-468-5484

Fire Department
208-468-5770

CODE COMPLIANCE (parking, weeds, land use violations)
Code Compliance & Community Relations
208-468-5473

COMMUNITY DEVELOPMENT BLOCK GRANTS & FAÇADE PROGRAM
Community Development Division
Matt Jamison
208-468-5407

DOWNTOWN OUTDOOR DINING
Code Compliance & Community Relations
208-468-5473

DOWNTOWN TREES/WATER
Parks Department/Forestry
Earl Moran
468-5748

LLOYD’S SQUARE RENTAL
Parks Department
Jennifer Vanderpool
208-468-5858

MEDIA/NEWS RELEASES
Communications Director, Mayor’s Office Amy
Bowman – 208-565-5256

NEW/EXPANDING/RELOCATING BUSINESSES
Economic Development Department
208-468-5430
SIDEWALKS/PED RAMPS
Engineering
468-5458

STREET CLOSURES/EVENTS IN STREETS
Right-of-Way Permitting
Dan Cornwall
208-468-5471

STREET LIGHTS
Traffic Division
Larry Hooberry
468-5738

STREET SIGNS/TRAFFIC SIGNALS
Traffic Division
Ken Nutt
208-468-5717

STREET SWEEPING
Streets Division
Don Barr
208-468-5831

VENDOR/PEDDLER/SOLICITOR LICENSING
City Clerk
208-468-5415

WEBSITES/SOCIAL MEDIA
City Website/Facebook
Amy Bowman @ 208-565-5256
Declare Property at 728 South Powerline Road as Surplus and Authorize Staff to Attempt Sale to Contiguous Property Owners

- Right-of-way acquisition for the Amity Avenue reconstruction project included total buyouts of five parcels. In each case, right-of-way needs diminished the value of the parcel to the extent that federal rules required the City to purchase them.

- The project is now complete and closed out. That enables the City to divest itself of these parcel remainders. The property at 728 South Powerline Road (Property) includes a house that was used as on-site project management during the project, and as a Nampa based office for HDR Engineering consultant support to the City afterwards. It is no longer needed for either purpose.

- The process for the City to divest itself of this Property is dictated by the Federal Highway Administration (FHWA) rules since its original purchase was made with FHWA funds. Steps required by FHWA supersede local and state procedures when in conflict.

- Per FHWA requirements, Staff first arranged for an appraisal of the Property resulting in a value of $148,000 (see Exhibit A).

- Per State of Idaho law, the next step is to declare the Property surplus. To do so is part of the requested action below.

- FHWA rules stipulate the initial effort to sell surplus property must be to offer it exclusively to adjacent landowners. “Adjacent” in this case includes parcels with contiguous boundaries to the Property and all parcels directly across streets from the Property. By this rule, there are five qualifying properties.

- Staff proposes, in compliance with FHWA procedures, to offer the Property to these five contiguous property owners in writing at the appraised price.

- In the likelihood that none are willing to purchase the Property, the next step would be to conduct a formal public auction. An auction, if needed, would entail additional action by Council at a future date.

- Staff therefore requests Council to declare the Property surplus and authorize staff to attempt to sell it to adjacent property owners.

REQUEST: Declare 728 South Powerline Road as surplus property and authorize staff to attempt to sell Property to contiguous property owners per Federal Highway Administration divestiture rules.
Residential Appraisal Report

The purpose of this appraisal report is to provide the client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 728 S. Powerline Road
City Nampa
State ID Zip Code 83686-5570

Owner
City of Nampa
Intended User
City of Nampa
County

Legal Description West 130' of Lot 1, Block 1, Golds Subdivision

Assessor's Parcel # R001760000
Tax Year 2018
R.E. Taxes $ 0 (tax exempt)

Neighborhood Name Central Nampa
Map Reference 43.561257°,-116.552555° Census Tract 2024.02

Occupant 0 Owner X Tenant X Vacant Special Assessments $ 0
PUD HOA $ 0 per year per month

Property Rights Appraised X Fee Simple Leasehold Other (describe)

Intended Use Right of Way property management

Client City of Nampa
Address 4507 1st Avenue Road, Nampa, ID 83686

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes X No
Report data source(s) used, offerings price(s), and date(s) MLS

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics

Location Urban X Suburban X Rural
Built-Ups Over 75% 25-75% Under 25% Demand/Supply Shortage In-Balance Over/Short
Growth Rate Rapid X Stable Slow Marketing Time X Under 3 mths 3-6 mths Over 6 mths
Growth Rate Rapid X Stable Slow Marketing Time X Under 3 mths 3-6 mths Over 6 mths
Neighborhood Boundaries The subject is in the south Central Nampa city area, with 12th Avenue to west.
Union Pacific Railroad tracks to east, central city CBD to the north and E. Greenhurst Road to the south.

Neighborhood Description Predominant residential use at interior, typically representing SFR detached residences, with commercial uses to the north along 3rd Street South (Caldwell Boulevard). Property types range from mature home sites to newer tract developments. The location is at the west periphery of the Nampa downtown area. Interstate 84 is to the north, with an interchange access from Garrity Road and from Karcher Road.
Market Conditions (including support for the above conclusions) During the early 2000's to 2005, the housing experienced record growth and appreciation with commercial growth, but in mid 2000's a downward trend occurred. Over the past five± years, the market has shown improvement with reduced inventories, new construction occurring and values showing stabilization and in some areas increase.

Dimensions 130’ x 100’
Area 13,000 sf
Shape Rectangular
View

Specific Zoning Classification RS6
Zoning District City of Nampa, Single-family 6 units per acre
Zoning Compliance X Legal X Legal Nonconforming (Grandfathered Use) No Zoning
Illegal (describe) X

Is the highest and best use of property as improved (or as proposed per plans and specifications) the present use? X Yes X No, if describe.

Utilities Public Other (describe) Public Other (describe) Off-site improvements—Type
Electricity X Water X Street Paved X
Gas Sanitary Sewer X Aley None

FEMA Special Flood Hazard Area X No FEMA Flood Zone X FEMA Map # 16027CD0381F FEMA Map Date 04/25/2011

Are the utilities and/or off-site improvements typical for the market area? X Yes X No, if describe.

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? X Yes X No, if Yes, describe.

Per Canyon County Assessor and review of the development plat map, the subject has a rectangular configuration with a site area of 0.298 acre. The site originally contained a larger area but shared an area with an adjacent property to the west. A title report has not been prepared for review and no title issues are known to exist.

General Description

Units 6 X 1 with Accessory Unit X
Stories 1 X 0
Concrete Slab X Crawl Space
Full Basement X Partial basement
Exterior Brick/Average Brick/Average Drywall/Average
Type Det X Att X
Basement Area 1,489 sq. ft
Roof Surface Cmp shgl/Average-Grad Trimming Finish Wood/Fair
Existing X Proposed Under Const
Under Const Basement Finish 95%
Gutters & Downspouts Metal/Average-Grad Bath Floor Vinyl/Fair
Design (Style) Rambler X
Outside Entry/Exit X
Sump Pump Window Type Single pane/Average Bath Wainscot Tile/Poor

Year Built 1956
Evidence of Insulation Storm Sash/Insulated None
Car Storage None

Effective Age (Yes) 35
Dampness Settlement Screens None
Driveway # of Cars 2
Attic None
Heating X FWA Invited Amx
Amenities Woodstove(s) # 0
Drapes X Rail X
Fence Rear Yard Garage # of Cars 0
Floor 950
Roof Single
Heating X Individual/Other Central
Cooling X
Att. Det. Built-in
Appliances X Refrigerator X Range/Oven X Dishwasher X
Disposal Microwave Washer/Dryer Other (describe) Vent Fan

Finished area above grade contains: 6 Rooms 2 Bathrooms 1.50 Bath(s) 1,639 Square Feet of Gross Living Area Above Grade

Improvemnts

Additional features (specific energy efficient items, etc.) Single-level dwelling constructed in 1956 offering features typical of the property type. A woodstove insert is in the garage. Previously, the home included a two-car garage, but Amity Road Improvement has blocked access and thus is hobby/storage. Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.) The subject improvements appear to have been inadequately maintained with evidence of deferred maintenance including ceiling damage in a bedroom that appears to be the result of water penetration from damaged roof shingles above this room. Also, in areas of the home there is no biased trim. The main bathroom has severely damaged wainscoting at tub area and floor is damaged. The second main level bath is posted as not functioning. Basement bath is in fair condition. The floor through the home shows wear and also staining. The improvements are of average quality offering features typical of the property type.

Are there any physical deficiencies or adverse conditions that affect the liability, soundness, or structural integrity of the property? X Yes X No If Yes, describe

Based on the inspection, physical deficiencies was noted in regards to the previously described property condition. The appraisal inspection does not represent a home inspection and testing of the dwelling utility services and fixtures was not made.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? X Yes X No, if describe. The subject conforms to build up seen at the location and surrounding competitive market.
Residential Appraisal Report

There are 0 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ to $.

There are 11 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $135,000 to $232,500.

FEATURE
SUBJECT

COMPARABLE SALE # 1
COMPARABLE SALE # 2
COMPARABLE SALE # 3

Address
728 S. Powerline Road
Nampa, ID 83686-5570
916 W. Garland Street
Nampa, ID
219 19th Avenue S
Nampa, ID
724 S. Powerline Road
Nampa, ID

Proximity to Subject
0.51 miles W
0.80 miles N
0.03 miles

Sale Price
$ 0
$ 169,900
$ 135,000

Sale Price/Gross Liv. Area
$ 0.00 sq. ft.
$ 76.12 sq. ft.
$ 119.26 sq. ft.

Data Source(s)
Inspection
MLS/Listing Agent
MLS/Listing Agent

Verification Source(s)
County records
County records, DB inspection
County records
County records, DB inspection

VALUE ADJUSTMENTS
DESCRIPTION
DESCRIPTION
DESCRIPTION
DESCRIPTION

- (+) $ Adjustment
- (-) $ Adjustment

Data Source(s)
MLS records
County records
DB inspection

Concessions
N/A
$560
None known
None known

Date of Sale/Time
N/A
06/18/2019
06/18/2019
03/19/2019

Location
Average
Average
Average
Average

Location
s08/18/c06/18
s07/18/c07/18
s03/19/c03/19

Leasehold/Fee Simple
Fee Simple
Fee Simple
Fee Simple

Leasehold/Fee Simple
Average
Average
Average
Average

Site
0.17 acre
0.16 acre
0.28 acre

Site
+4,200
+4,500
+4,500

View
Average
Average
Average
Average

Design (Style)
Rambler
Rambler
Rambler
Rambler

Design (Style)
Average
Average
Average
Average

Quality of Construction
Average
Average
Average
Average

Actual Age
60 yrs
72 yrs
66 yrs
83 yrs

Condition
Fair
Average
Fair
Average

Condition
-25,000
-8,000
-15,000

Above Grade
Total
6
2
1.50
7
4
2.0

Above Grade
Total
5
2
1.0
5
3
2.0

Bdrms
Total
-3,000
-3,000

Baths
Total
5
3
-3,000

Gross Living Area
1,639 sq. ft.
2,232 sq. ft.

Gross Living Area
-11,900
1,132 sq. ft.

-10,100
1,440 sq. ft.

-4,000
-4,000

Basement & Finished
Full/1,489 sf
515
+11,700
1,132
+4,284
918

Basement & Finished
Unfinished
4 - 0 - 0.75
+4,000
50% Finished
+4,000
Finished

Functional Utility
Average
Average
Average
Average

Heating/Cooling
FWA/Central
FWA/Ductless

Heating/Cooling
Average
Average
Average
Average

Energy Efficient Items
None
Energy Efficient Items
None

Garage/Carport
Parking (unsatisfactory)

Garage/Carport
None
None

Patio/Porch/Deck
Patio, Porch
Patio, Porch

Porch/Deck
Patio, Porch
Patio, Porch

Fireplace
1 Fireplace
2 Fireplaces

Fireplace
-800
-800

Condition

Net Adjustment (Total)
$ -22,860
$ 18,984

Net Adjust: -13%
Net Adjust: 14%

Adjusted Sale Price
$ 147,040
$ 153,984

Gross Adj: +40%
Gross Adj: 31%

Comparative Items

Price of Prior Sale/Transfer

Data Source(s)
MLS records
MLS records

Effective Date of Data Source(s)
06/12/2019
06/12/2019

Analysis of prior sale or transfer history of the subject property and comparable sales
Based on review of MLS records and data in the Canyon County records, no sales of the subject are known over the past three years and no prior sales over the past year were found for the comparable sales. It should be noted Idaho is a non-disclosure state, where sales data is not part of public records, with primary information being the Multiple Listing Service, limited assessor data, word of mouth, local publications and interviews with homeowners, and real estate agents.

Summary of Sales Comparison Approach
The subject market is where the most common buyer would be a property "flipper" where the home is purchased and updated with subsequent resale. Based on market research, two sales were found that represented similar motivational purchases; however, both represented newer homes with higher price segments. Within these two sales it was found the second purchase was at a level of $60,000 to $80,000 above the original purchase. Considering the subject's age and price segment, a lower profit level would be attributed. Sale 1 has been adjusted at $25,000 for condition with Sales 2 and 3 being adjusted at lower levels due to the conditions of these homes. Sale 3 is situated across Amity Road from the subject location. Although having a Powerline Road address, this property has Amity Road frontage. Adjustment has been made to each sale for differing above grade and bathroom differences as well as for basement character. Each sale lacked a garage amenity and due to the subject's lack of garage access, adjustment as a storage/hobby area was made. Based upon the sales, with equal weighting, a value at $148,000 is supported.

Indicated Value by Sales Comparison Approach
$ 148,000

Indicated Value by: Sales Comparison Approach $ 148,000

Cost Approach (if developed) $ 0

Income Approach (if developed) $ 0

In the analysis, the sales comparison has been developed. The sales comparison approach is considered to be the most applicable when relevant market data is available for analysis, as was the case in this instance. The cost and income approaches to value were not applicable as the market would not consider these methodologies for the subject property type.

This appraisal is made as is, without regard to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

The subject market is where the most common buyer would be a property "flipper" where the home is purchased and updated with subsequent resale. Based on market research, two sales were found that represented similar motivational purchases; however, both represented newer homes with higher price segments. Within these two sales it was found the second purchase was at a level of $60,000 to $80,000 above the original purchase. Considering the subject's age and price segment, a lower profit level would be attributed. Sale 1 has been adjusted at $25,000 for condition with Sales 2 and 3 being adjusted at lower levels due to the conditions of these homes. Sale 3 is situated across Amity Road from the subject location. Although having a Powerline Road address, this property has Amity Road frontage. Adjustment has been made to each sale for differing above grade and bathroom differences as well as for basement character. Each sale lacked a garage amenity and due to the subject's lack of garage access, adjustment as a storage/hobby area was made. Based upon the sales, with equal weighting, a value at $148,000 is supported.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is

$ 148,000

as of 06/12/2019

Cochran & Associates
File No. 2019-2881

NL - Residential 5/2007
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Page 2 of 22
See comments contained the body of the appraisal report and within the comment addendums following.

### COST APPROACH TO VALUE (if applicable)

The cost approach is not considered to be an applicable methodology of value for the subject. Considering the subject age and the lack of competitive new construction, the reliability of this analysis is reduced. Additionally, with the lack of new construction, there is limited and in most cases, no land sale data available to estimated land value.

<table>
<thead>
<tr>
<th>Source of cost data</th>
<th>Dwelling</th>
<th>1,639 Sq. Ft. @ $</th>
<th>=$</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality rating from cost service</td>
<td>Bsmt.</td>
<td>1,489 Sq. Ft. @ $</td>
<td>=$</td>
<td>0</td>
</tr>
</tbody>
</table>

The cost approach has not been developed and is not viewed as a reliable indicator of value as the market typically would not consider this analysis for the property type.

| Total Estimate of Cost-new | =$ | 0 |
| Garage/Carport | 572 Sq. Ft. @ $ | =$ | 0 |

| less | Physical | 54, Functional | External | 0 | 0 |
| Depreciation | 0 | 0 | 0 | 0 |
| Depreciated Cost of Improvements | =$ | 0 |
| "As-is" Value of Site Improvements | =$ | 0 |

Estimated Remaining Economic Life (HUD and VA only) | 30 Years | Indicated Value By Cost Approach | =$ | 0 |

### INCOME APPROACH TO VALUE (if applicable)

Summary of Income Approach (including support for market rent and GRM). See rental survey for market rent estimate. GRM is estimated based upon a review of listings and sales where the rental rate of the property was available. Properties (sales) similar to the subject trended at the mid 90 levels.

| Estimated Monthly Market Rent | $ | X Gross Multiplier | = $ | 0 | Indicated Value by Income Approach |

### PROJECT INFORMATION FOR PUDs (if applicable)

| Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit. |

<table>
<thead>
<tr>
<th>Legal Name of Project</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total number of phases</td>
<td></td>
</tr>
<tr>
<td>Total number of units</td>
<td></td>
</tr>
<tr>
<td>Total number of units sold</td>
<td></td>
</tr>
<tr>
<td>Total number of units rented</td>
<td></td>
</tr>
<tr>
<td>Total number of units for sale</td>
<td></td>
</tr>
<tr>
<td>Data source(s)</td>
<td></td>
</tr>
<tr>
<td>Was the project created by the conversion of existing building(s) into a PUD?</td>
<td>Yes</td>
</tr>
<tr>
<td>Does the project contain any multi-dwelling units?</td>
<td>Yes</td>
</tr>
<tr>
<td>Are the units, common elements, and recreation facilities complete?</td>
<td>Yes</td>
</tr>
<tr>
<td>Are the common elements leased to or by the Homeowner's Association?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### PUD INFORMATION

Describe common elements and recreational facilities.
The appraisal included an investigation of the subject, its neighborhood and the environment of the market as of the effective date of appraisal. Public records and the local multiple listing service were used in the investigation of subject and comparable data used in the analysis. Sufficient data relative to the subject and its market was investigated to arrive at a supportable opinion of value. The intended user of this appraisal is the client. This report contains sufficient information to enable the client to understand the report. Any other party receiving a copy of this report for any reason is not an intended user; nor does receiving a copy of this report result in an appraiser-client relationship. The appraiser attempted to obtain an adequate amount of information in the normal course of business regarding the subject and comparable properties.

PURPOSE AND FUNCTION OF THE APPRAISAL
The purpose of the appraisal report is to estimate the market value, subject to fee simple ownership, and to clearly communicate the data and reasoning leading to the formulation of that value estimate for the purposes for a City of Nampa road improvement project requirement. It should not be interpreted, however, that the function of the report, regardless of any intended use or function, impacts the estimation of market value.

The appraisal is intended to be in compliance with the reporting requirements of the current edition of the Uniform Standards of Professional Appraisal Practice (USPAP) and to the requirements of the appraisal client. In the summary format, only a summary discussion of the data, reasoning and analysis were reported in the appraisal report. Extend of data provided in the report is based upon the requirements and needs of the intended user.

SCOPE OF APPRAISAL
The appraisal is reported in a summary report with the intent to estimate the market value of the real estate. The appraisal analysis included an investigation of the subject site, its neighborhood and the environment of the market as of the effective date of appraisal. The inspection of the subject was made on June 12, 2019, the effective date of appraisal. In addition to the property inspection, public records and the local multiple listing service were used in the investigation of subject and comparable data used in the analysis, including any historical sales data of the properties. Sufficient data relative to the subject and its market was investigated to arrive at a supportable opinion of value. Within the appraisal of the subject, the sales comparison has been developed and considered.

Also, public records and the local multiple listing service were used in the investigation of subject and comparable data used in the analysis, including any historical sales data of the properties. In addition to data obtained from public records and from property inspection. Sufficient data relative to the subject and its market was investigated to arrive at a supportable opinion of value. Within the appraisal of the subject, the sales comparison has been developed and considered.

The intended user of this appraisal is the City of Nampa for property requirement for a road widening project. No additional users are identified by the appraiser. This report contains sufficient information to enable the client to understand the report. Any other party receiving a copy of this report for any reason is not an intended user; nor does receiving a copy of this report result in an appraiser-client relationship. Use of this report by any other party(ies) is not intended by the appraiser.

The intended use is to evaluate the property that is the subject of this appraisal for the determination of a market price for the City of Nampa's property requirement, subject to the stated scope of work, purpose, reporting requirements and definition of market value contained in the certificate of the appraisal.

The appraiser attempted to obtain an adequate amount of information in the normal course of business regarding the subject and comparable properties. Some of the standardized responses, especially those in which the appraiser has not had the opportunity to verify personally or measure, could mistakenly imply greater precision and reliability in the data than is factually correct or typical in the normal course of business. Examples include condition and quality ratings as well as comparable sales and listing data. Not every element of the subject property was viewable and comparable property data was generally obtained from third party sources (MLS listings, agent interviews, county records, etc). Consequently, this information should be considered an "estimate" unless otherwise noted by the appraiser.

Selection of any rating should not be construed as a definitive statement by the appraiser that the subject and/or comparable properties meet the minimum building code of the jurisdiction where the property is located. While an appraiser is expected to have knowledge of the building code, the level of inspection as a result of the Scope of Work for the appraisal assignment is not sufficient in and of itself to determine full compliance with an applicable building code.

MARKET CONDITIONS
The Boise City MSA (including the Ada and Canyon County market areas) has an estimated population of 709,845 in 2017, a growth of 15.13%, showing an average annual growth from 2010 of about 2.16 percent from a then population of 616,561. Population increase has been at an average of 13,326 residents per year over the 2010-2017 period, with the growth rate exceeding that of the entire state of 2.16 percent from a then population of 616,561. Employment trends for both the Boise MSA and the State of Idaho should follow a pattern similar to the population trends for these areas. Total employment in the Boise MSA is estimated at about 350,000 jobs (Nov. 2018), up
from 266,700 jobs in 2013, showing an annual increase of 6.25%. From 2002 to 2007, the Boise MSA's employment grew at an average annual compound rate of 3.08%, with recent growth showing a strong positive growth. Compared to the State growth rate during 2002 to 2007 of 2.67%, this indicates that the Boise MSA experiences stronger growth than the State level. Looking back ten+ years, the Boise MSA's employment grew at an average annual compound rate of 3.19%, compared to the state of Idaho's growth rate of 2.49%.

Overall, the economic outlook for the Boise MSA is positive. Total population is projected to increase and more importantly, the area is projected to experience increasing employment growth. Based on this, it is anticipated that the Boise MSA will continue to grow and prosper. These trends should stimulate increases in general property values within the foreseeable future.

As evidenced in the preceding discussion, the local market had been strong with the positive trends also including increases in residential housing and commercial uses, with growth in the retail and office related sectors. Presently, the market is seeing growth with increases in housing inventories with new developments coming on line and also the commercial sector is seeing growth.

The Boise MSA area has historically experienced good marketability, which has been stimulated by the continued population growth and the low mortgage interest rates that has been seen on a national level. The historical rapid expansion of Ada County's economy of pre-2005 demonstrated significant growth in the residential sectors. However, the market experienced cooling in 2006 with slowing in development and an increase in inventories of buildable lots and new residential dwellings. During this period, unemployment in the area saw an increase and the area experienced growth in distressed mortgages resulting in foreclosures and short sales, which impacted properties that were stronger in mortgage positions. Recent trends indicate the market has recovered from the recession seen in the market and is showing strong increases and showing appreciating values. Indications are the market is showing growth, with increasing sales and declining inventories. Recent trends are showing an increase in residential construction and the development of residential developments.

Unemployment in the Boise MSA in November 2018 was at 2.5 percent. At the same time, November 2018, the State unemployment rate was at 2.6 percent. As of November 2016 the state unemployment was at 4.6 percent with the data showing strong improvement in employment trends. As previously noted the Boise MSA area is showing strong population growth and the data suggests employment levels are also showing increase with declining unemployment.

LOCATION COMMENTS
The subject is situated in a Nampa area, with a good overall location appeal having good access to the central city area, shopping and primary arterials. There are still active agricultural properties located at the city outskirts and these entities have an impact to the city through industry employment (laborers, shipping and retail). Highway 45 (Avenue) is at the west periphery of the area and provides access to the central city area as well as several secondary arterials. Interstate 84 is situated at the northerly portion of the Nampa city area. Shopping and services as well as schools are all located in the Nampa area as well as employment. But it is not atypical for residents in the area to commute to the Boise area for employment.

The Nampa area is an incorporated self sufficient city offering full shopping and school services, but is viewed as being a bedroom community for the Boise city area located approximately 12 miles to the east. Although the Nampa area does offer employment opportunities, a large portion of residents commute to Boise. Interstate 84 provides transportation between the Nampa and Boise areas. Recently, construction expanded the interstate from four to six lanes from the Garrity Road Interchange to the Meridian Road interchange in Meridian. Also, recently, an interchange has been developed at Karcher Road, situated at the northwest Nampa city area, with Interstate 84 that has had a positive influence to the area, increasing commercial development and also improving access to the area. Nampa is seeing growth in retail and office land use development, which in turn impacts residential growth. Additionally, the Garrity Road interchange, situated at the northeast Nampa city area periphery, has undergone renovation and retail land uses have also seen increase at this location.

SITE COMMENTS
The subject site offers a rectangular configuration and includes approximately 0.298 acre of site area, obtained from provided legal description and site map. The site size is typical for the development and of competitive locations. Site has a rectangular configuration. A title report has not been provided and no title documents have been reviewed by the appraiser. The subject fronts upon the intersection Powerline and Amity Roads, secondary arterials with higher levels of traffic, particularly during peak traffic periods. Subject's arterial frontage result in an adverse impact to the quiet enjoyment of the subject property. Based upon data, an adjustment has been made to the sales included in the analysis without a similar arterial frontage influence. Considering the character of the arterial frontages, a deduction at the lower range is considered reasonable with the analysis adjustment being based at 2.5 percent.

HIGHEST AND BEST USE
Highest and best use identifies the most profitable, competitive use to which a property can be put. A property's highest and best use is determined by the competitive forces in the market in which the property is located. It may or may not reflect the current or proposed use. Indirectly, highest and best use analysis addresses the following questions: Who would be the most probable buyer of the subject property (owner/user vs. investor, for
example) and what would be the most probable marketing scenario (for example, would the property sell in its entirety to one buyer or would it most likely be sold off in portions to a number of buyers)? An appraisal involving existing improvements must properly develop highest and best use conclusions from two perspectives: as if the site were vacant, and as currently improved. In cases where the subject represents an unimproved property, the highest and best use is based upon the property as is. The subject lot is a legal lot of record and conforms to the requirements of the zoning ordinance, specifically the RS6, City of Nampa Residential. Based upon zoning, existing uses in the area, market trends and anticipated future market trends, the highest and best use of the subject is two-family or single-family residential. The subject is improved with a single-family dwelling improvement, which complies to the highest and best use of the subject as vacant.

**OTHER VALUE CONSIDERATIONS**

No personal property has been included in the appraisal analysis.
FLOOD MAP ADDENDUM

File No. 2019-2881

Borrower: ROW
Property Address: 728 S. Powerline Road
City: Nampa
County: Canyon
State: ID
Zip Code: 83686-5570

Lender/Client: City of Nampa
Address: 4507 11th Avenue Road, Nampa, ID 83686

Flood Map Legends
- Flood Zones SFHA (Flood Zone):
  - Areas inundated by 500-year flooding
  - Areas outside of the 100 and 500 year flood plains
  - Areas inundated by 100-year flooding
  - Areas inundated by 100-year flooding with velocity hazard
  - Floodway areas
  - Floodway areas with velocity hazard
  - Areas of undetermined but possible flood hazard
  - Areas not mapped on any published FIRM

Flood Zone Determination
- Community Name: NAMPA, CITY OF
- Community: NAMPA, CITY OF
- Out No: 160038
- Year: 05/24/2011
- Panel Date: 160038 0391F
- Panel: 05/24/2011
- Panel Code: 0204.02
- Census Tract: 160027
- FIPS Code: 160038

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY, OR COMPLETENESS OF THIS REPORT INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.
<table>
<thead>
<tr>
<th>Borrower ROW</th>
<th>Property Address</th>
<th>City</th>
<th>County</th>
<th>Canyon</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>728 S. Powerline Road</td>
<td>Nampa</td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lender/Client</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Nampa</td>
<td>4507 1st Avenue Road, Nampa, ID 83686</td>
</tr>
</tbody>
</table>
### Borrower Row
**Property Address:** 728 S. Powerline Road
**City:** Nampa  
**County:** Canyon  
**State:** ID  
**Zip Code:** 83686-5570
**Lender/Client:** City of Nampa  
**Address:** 4507 1st Avenue Road, Nampa, ID 83686

### SKETCH ADDENDUM

#### SKETCH CALCULATIONS

<table>
<thead>
<tr>
<th>Perimeter Area</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A1</strong></td>
</tr>
<tr>
<td>Former Garage</td>
</tr>
<tr>
<td><strong>A2</strong></td>
</tr>
<tr>
<td>First Floor</td>
</tr>
<tr>
<td><strong>A3</strong></td>
</tr>
<tr>
<td>Basement</td>
</tr>
<tr>
<td><strong>Total Living Area</strong></td>
</tr>
</tbody>
</table>

#### SKETCH ADDENDUM

<table>
<thead>
<tr>
<th>Basement SKETCH CALCULATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Misc. Area</strong></td>
</tr>
</tbody>
</table>

#### SKETCH ADDENDUM

<table>
<thead>
<tr>
<th>Basement SKETCH CALCULATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Living Area</strong></td>
</tr>
</tbody>
</table>

#### Formulas:

- **A1:** $26.0 \times 22.0 = 572.0$
- **A2:** $57.5 \times 28.5 = 1638.7$
- **A3:** $57.5 \times 23.0 = 1322.5$
- **A4:** $0.5 \times 6.0 \times 4.0 = 12.0$
- **A5:** $38.5 \times 4.0 = 154.0$

#### Dimensions:

- Former Garage: 22.0' x 22.0'
- First Floor: 28.5' x 28.5'
- Basement: 27.0' x 23.0'
SUBJECT PHOTO ADDENDUM

Borrower: ROW
Property Address: 728 S. Powerline Road
City: Nampa
County: Canyon
State: ID
Zip Code: 83686-5570

Lender/Client: City of Nampa
Address: 4507 1th Avenue Road, Nampa, ID 83686

FRONT OF SUBJECT PROPERTY
728 S. Powerline Road
Nampa, ID 83686-5570

REAR OF SUBJECT PROPERTY

STREET SCENE
Borrower: ROW  
Property Address: 728 S. Powerline Road

<table>
<thead>
<tr>
<th>City</th>
<th>County</th>
<th>Canyon</th>
<th>State</th>
<th>ID</th>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>83686-5570</td>
</tr>
</tbody>
</table>

Lender/Client: City of Nampa  
Address: 4507 10th Avenue Road, Nampa, ID 83686
Borrower: ROW
Property Address: 728 S. Powerline Road

City: Nampa  County: Canyon  State: ID  Zip Code: 83686-5570

Lender/Client: City of Nampa
Address: 4507 11th Avenue Road, Nampa, ID 83686
Cochran & Associates
COMPARABLES 1-2-3

File No. 2019-2881

Borrower ROW

Property Address 728 S. Powerline Road

City Nampa County Canyon State ID Zip Code 83686-5570
Lender/Client City of Nampa Address 4507 1th Avenue Road, Nampa, ID 83686

COMPARABLE SALE # 1
916 W. Garfield Street
Nampa, ID

COMPARABLE SALE # 2
219 19th Avenue S
Nampa, ID

COMPARABLE SALE # 3
724 S. Powerline Road
Nampa, ID
<table>
<thead>
<tr>
<th>Borrower</th>
<th>ROW</th>
</tr>
</thead>
<tbody>
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</tbody>
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**Department of Self Governing Agencies**

The person named has met the requirements for licensure and is entitled under the laws and rules of the State of Idaho to operate as a(n)

**CERTIFIED GENERAL APPRAISER**

**JOHN "JACK" W COCHRAN**

1661 SHORELINE DR STE 205

BOISE ID 83702

---

_Tana Cory_  
Chief, B.O.L.

CGA-57  
Number  
11/20/2019  
Expires
Certificate of Appraiser

I certify that, to the best of my knowledge and belief that:

1. All representations of factual information contained in this appraisal report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, unbiased professional analyses, opinions, and conclusions.

3. I have no present or prospective interest in the property that is the subject of this report, and have no personal interest or bias with respect to the parties involved.

4. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

5. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics of the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice.

6. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

7. I, Jack Cochran, have made a personal inspection of the property that is the subject of this report, and was responsible for the data collection, analysis of the data, and the reporting of the findings of the analysis.

8. No one provided significant professional assistance or contribution to the signatories to this report.

9. I have the necessary level of knowledge and experience to credibly estimate the value of the subject property, or have taken reasonable steps to achieve such competency and to provide a professional appraisal of the subject property, in accordance with the Uniform Standards of Professional Appraisal Practice.

10. Jack Cochran is a SRA Designated Member of the Appraisal Institute and has met the continuing education requirements of this organization. Additionally, Jack Cochran is an Idaho State Certified General Appraiser and has met the continuing education requirements for real estate appraisers practicing in the State of Idaho.

11. I have not performed any other prior appraisal or any other services on the subject property within the three year period preceding the acceptance of this appraisal assignment.

COCHRAN & ASSOCIATES, INC.
Real Estate Appraisal and Consulting

Jack Cochran, SRA
Idaho Certified General Appraiser No. 57
This Appraisal Compliance Addendum is included to ensure this appraisal report meets all USPAP 2014 requirements.

APRAISAL AND REPORT IDENTIFICATION

- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- My compensation for completing this assignment is not contingent upon developing or reporting predetermined results.
- Unless otherwise indicated, my analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
- This report has been prepared in accordance with Title XI of FIRREA as amended, and any implementing regulations.

ADDITIONAL CERTIFICATIONS

- I have NOT performed services, as an appraiser or in another capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.
- I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION

- I HAVE made a personal inspection of the property that is the subject of this report.
- I have NOT made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

- Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

ADDITIONAL COMMENTS

Additional USPAP related issues requiring disclosure and/or any state mandated requirements:

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

- A reasonable marketing time for the subject property is 60 day(s) utilizing market conditions pertinent to the appraisal assignment.
- A reasonable exposure time for the subject property is 60 day(s).

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

- Signature
- Name
- Date of Signature
- State Certification # or State License #
- State
- Expiration Date of Certification or License
- Effective Date of Appraisal

APPRAISER

- Signature
- Name
- Date of Signature
- State Certification # or State License #
- State
- Expiration Date of Certification or License
- Effective Date of Appraisal
This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The Appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**DEFINITION OF MARKET VALUE:** As per Fannie Mae the definition of market value is the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.
APPRAISER’S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market’s reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name</th>
<th>Company Name</th>
<th>Company Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jack Cochran, SRA</td>
<td>Cochran &amp; Associates</td>
<td>1661 Shoreline Drive, Suite 205</td>
</tr>
<tr>
<td></td>
<td>Boise, ID 83702</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Date of Signature and Report | 06/16/2019 |
| Effective Date of Appraisal | 06/12/2019 |
| State Certification # | CGA-57 |
| or State License # | State # |

| Expiration Date of Certification or License | 11/20/2019 |
| ADDRESS OF PROPERTY APPRAISED |
| 728 S. Powerline Road |
| Nampa, ID 83686-5570 |

| APPRAISED VALUE OF SUBJECT PROPERTY $ | 148,000 |

| CLIENT |
| Name | Cochran & Associates |
| Company Address | 4507 1th Avenue Road |
| Nampa, ID 83686 |

<p>| SUPERVISORY APPRAISER (ONLY IF REQUIRED) |</p>
<table>
<thead>
<tr>
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<td></td>
<td>Company Name</td>
</tr>
<tr>
<td></td>
<td>Company Address</td>
</tr>
</tbody>
</table>

| Telephone Number | 208-947-1980 |
| Email Address | jcochran@cableone.net |
| Date of Signature | 06/16/2019 |
| State Certification # | State |
| or State License # | State |

| Expiration Date of Certification or License | 11/20/2019 |

| SUBJECT PROPERTY |
| Did not inspect subject property |
| Did inspect exterior of subject property from street |
| Did inspect interior and exterior of subject property |
| Date of Inspection |

| COMPARABLE SALES |
| Did not inspect exterior of comparable sales from street |
| Did inspect exterior of comparable sales from street |
| Date of Inspection |
Approve Consultant Services Task Order for Facility Master Plan for Public Works Department Fleet Services Division, Street Division, and Water Division

- Public Works Department Fleet Services Division, Street Division, and Water Division use most available facility space and are nearing or at capacity

- Facilities Development, in partnership with Public Works Department, selected CTA Architects Engineers to develop a Facility Master Plan for these divisions to strategically plan for growth

- CTA will inventory existing facility capital, meet with user groups, conduct an infrastructure analysis, prepare alternate design concepts and help staff select preferred alternatives

- CTA will build upon the Street and Fleet Master Plan developed in 2014 and add the Water Division property analysis. Since 2014, Fleet Services, Street and Water Divisions have developed more concise workforce plans to help plan facility space. All divisions intend to make the best use of existing facility space, reducing the costs of new facility construction as much as possible

- CTA Architects Engineers attached scope of work, in the amount of $48,233.85, is provided in response to the City’s request (see Exhibit A)

- Funding will be from cost savings in the fiscal year 2019 Street and Water Divisions’ operational budgets

- Staff has reviewed the attached scope of work and recommend approval

REQUEST: Authorize Mayor and Public Works Director to sign task order for attached scope of work with CTA Architects Engineers, in the amount of $48,233.85 (T&M NTE) time and material not to exceed, for a Facility Master Plan for Fleet Services Division, Street Division and Water Division.
June 13, 2019

Patrick Sullivan  
Facilities Development  
City of Nampa  
310 13th Avenue So.  
Nampa, Idaho 83651  
Via email: sullivanw@cityofnampa.us

Re: Facility Space Planning and Master Planning Services for City of Nampa real property  
including: Fleets Division, Streets Division, and Water Works Division

Dear Patrick,

CTA Architects Engineers is pleased to provide a proposal for refreshing the Streets and Fleets Division Master Plan prepared by CTA in 2014. CTA’s team will engage in refreshing the facility assessment and space planning for these two city divisions. And that we are expanding these early masterplanning services to include the Water Works Division within the city. It’s our understanding that the master planning work related to the city’s streets and fleets divisions completed in 2014, was well received and utilized and we are pleased with the opportunity to update this plan and provide you with another opportunity to look to the future and address key space and facility needs in the immediate. We look forward to continuing to work with the city on addressing their expanding needs. It is our understanding that if this proposal is accepted work will begin immediately on the master plan refresh for the Streets and Fleets Divisions.

The following fee proposal includes the Scope of Services as discussed, and includes; overall site programming, building programming, site master plan, building schematic floor plans, phasing plan, and probable costs for the project. This information will be presented in a final bound document for the City’s use to seek funding and further project development. Prior to beginning work the City of Nampa shall provide to CTA copies of all documents pertaining to the project.

CTA’s proposed professional team includes the disciplines required for a project of this technical and sensitive nature. All professional services for this planning study will be provided by CTA staff.
We look forward to discussing the above proposal with you. Feel free to call at 208.577.5657 or email me at angelah@ctagroup.com if you have any questions.

Sincerely,

CTA ARCHITECTS ENGINEERS

Angela M. Hansen, PLA
Project Manager | Associate

cc: CTA File -
PROJECT DESCRIPTION
The City of Nampa is seeking facility assessment and space planning services for the following city divisions:
- Fleets Division
- Streets Division
- Water Works Division

Architect / Engineer
CTA ARCHITECTS ENGINEERS (CTA)
CTA Boise
800 West Main Street
Suite 800
Boise, Idaho 83702

This project will be managed from our Boise office. Our professional team will be led by the following key team members:

Principal-in-Charge: Jason Butler
Sr. Project Manager: Angela M. Hansen

Team members will include:
- Project Architect: James Colburn
- Site Planner: Dave Dixon, AICP
- Landscape Architect: Wes Baumgartner

PROFESSIONAL SERVICES
CTA will provide the following professional services for the above Scope of Work:
- Facility Assessment
- Facility Space Planning
- Site Planning
- Phasing Plans
- Cost Estimating

Basic Services
Basic Services include Schematic level planning, which encompasses facility assessment, space planning, overall master site planning, including phasing plans and cost estimation.

In preparing the Master Plan document for this project, CTA will complete the following project phases and associated tasks:

Phase One: Site Evaluation and Project Programming

1) Update regulatory requirements – Code review, Regulatory review and similar project types
2) Code Compliance and Research including stakeholder meetings with
   a. City of Nampa Planning and Zoning
b. Review of Key Studies and Plans for improvements and projected growth including:
   1) City Comprehensive Plan
   2) City of Nampa Strategic Plan
   3) City of Nampa Transportation Plan
   4) Compass Transportation Plans
   5) Compass Demographic study

c. City of Nampa Engineering Department- Infrastructure locations, capacities, and future improvement/growth plans. Traffic studies, road access.

3) Initial Site Visit and inventory of conditions
4) Client Meeting: Programming Meetings with User Groups
   a. City of Nampa Street Division
   b. City of Nampa Fleet Division
   c. City of Nampa Water Works Division

Phase Two: Program Synthesis and Development of Alternative Concepts

1) Planning team will prepare summary report and analysis assessing opportunities and constraints for each division and its location
2) Site Relationships / Functional Adjacencies Analysis
3) Site Circulation Analysis
4) Site Infrastructure Analysis
5) Building Program Analysis with accompanying narrative
6) Building Adjacencies Diagram and/or Matrix
7) Alternative Design Concepts
   a. Concepts for Site Development – Maximum of two site concept alternatives
8) Quality Control Review by CTA prior to presentation to Client
9) Client Meeting: Presentation of Concepts and Identification of Preferred Alternative

Phase Three: Finalize Master Plan

1) Develop Preferred Concept based on Client review and comments
2) Prepare Overall Site Plan
3) Prepare Schematic Floor Plan
4) Prepare Overall Phasing Plan
5) Cost Estimate and Project Budget
6) Quality Control Review by CTA prior to presentation to Client
7) Client Meeting: Present Draft Master Plan Document (Maximum of 5 printed draft documents with a digital file ready for reproduction as needed)
8) Make minor changes/refinements to Master Plan Document based on Client review and comments
9) Final assembly of Master Plan Document (Plot drawings, print & bind document)
10) Client Meeting: Present Final Master Plan Document (Maximum of 5 printed final documents with a digital file ready for reproduction as needed)

Photo-realistic Renderings – Photo-realistic renderings in the preliminary design developed to a high standard for communicating the design intent to project stakeholders.
PROFESSIONAL FEES

Basic Services

- Phase One: Site Evaluation and Project Programming $ 7,260.50
- Phase Two: Program Synthesis and Alternative Concept Development $ 26,053.03
- Phase Three: Finalize Master Plan $ 12,921.32
- Reimbursements $ 2,000.00

Total Basic Services $ 48,233.85

These fees are subject to change if the scope of the project changes. An hourly rate table for time and material work is shown below:

Architect................................. $ 86.00
Architectural Production..................... $ 63.00
Project Manager............................. $ 141.00
Architectural Principal....................... $ 293.00
Senior Landscape Architect................... $ 93.00
Landscape Architect.......................... $ 167.00
Land Planner................................ $ 130.00

REIMBURSABLE EXPENSES

An allowance for reimbursable expenses has been established based on the estimated value of the total basic services fee outlined previously. Reimbursable expenses include travel (airfare, auto rental, mileage / fuel, lodging, meals, printing, copying, and postage). Only the expenses incurred will be billed. All reimbursable expenses will be billed at cost.

QUALIFICATIONS

This proposal is based upon the following provisions:

- City of Nampa will provide all site surveys – showing all physical and cultural site characteristics including: infrastructure, i.e.: power, sewer, water, fiber optic, storm water system / facilities, property boundaries, easements, fences, roads, ditches/canals, any encumbrances and all other site improvements that may be present.
• City of Nampa will provide Record Drawings of all buildings and related structural improvements.
• The city shall supply the planning team with all current planning and development projections related to each division included in the scope of this project, relevant planning documents, including all previously listed as a part of this proposal.

PROJECT SCHEDULE
This proposal is based upon prompt Owner review of and response to the submittals as shown above. The Owner acknowledges that Owner-generated changes in the schedule and scope of the project may result in modifications of the associated professional fees. Proposed design schedule is attached.

TERMS OF THE CONTRACT
Standard AIA Contract B101 (2017) between Owner-Architect will be the legal basis for providing the above work. On a monthly basis CTA shall invoice for Professional Fees and Reimbursable Expenses incurred during the previous month. Any additional services will be billed at 2.77 times Direct Personal Expense (DPE) + expenses. Invoices shall be due and payable 30 days from date of invoice. If any amounts remain unpaid more than sixty (60) days, CTA may either suspend services, or, at CTA’s discretion, terminate this agreement.

Legal fees incurred as a result of modifying a standard AIA agreement or using Owner provided agreements will be billed as a reimbursable expense to the project.

This proposal is not a contract; however, if work is begun prior to signing a contract, the terms of this proposal shall be considered binding until a contract is signed.

This proposal is valid for 90 (ninety) days from date of issue.

Thank you for this opportunity. We are looking forward to providing you with the Planning and Architectural services for this project. If you have any questions please do not hesitate to contact me at 208.577.5657 or angelah@ctagroup.com

06.13.2019

Signature

Date

Signature

Date

Angela M. Hansen

Name (Printed)

Name (Printed)
<table>
<thead>
<tr>
<th>Activity Name</th>
<th>Duration (Days)</th>
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<th>Finish Date</th>
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<td>Irrigation System Master Plan</td>
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<td>Client Meeting - Programming Waterworks Division</td>
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<td><strong>Phase Two: Program Synthesis and Concept Development</strong></td>
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<td>Deliver final master plan</td>
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</table>
AGREEMENT made as of the ___ day of June ___ in the year 2019

BETWEEN the Owner:
(Name, legal status, address and other information)
City of Nampa
Building Safety and Facilities Development
310 13th Ave South
Nampa, Idaho 83651

and the Architect:
(Name, legal status, address and other information)
CTA Architects Engineers
300 West Main Street, Suite 800
Boise, Idaho 83702

for the following Project:
(Name, location and detailed description)
City of Nampa; Street Division; Restroom Expansion Project
106 W. Railroad
Nampa, Idaho 83651

The Owner and Architect agree as follows.
The City of Nampa is seeking facility assessment and space planning services for the following city divisions:
• Fleets Division
• Streets Division
• Water Works Division
Basic Services include Schematic level planning, which encompasses facility assessment, space planning, overall master site planning, including phasing plans and cost estimation.

In preparing the Master Plan document for this project, CTA will complete the following project phases and associated tasks:

Phase One: Site Evaluation and Project Programming

1) Update regulatory requirements – Code review, Regulatory review and similar project types
2) Code Compliance and Research including stakeholder meetings with
   a. City of Nampa Planning and Zoning
   b. Review of Key Studies and Plans for improvements and projected growth including:
      1) City Comprehensive Plan

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.
2) City of Nampa Strategic Plan
3) City of Nampa Transportation Plan
4) Compass Transportation Plans
5) Compass Demographic study
c. City of Nampa Engineering Department - Infrastructure locations, capacities, and future improvement/growth plans. Traffic studies, road access.

3) Initial Site Visit and inventory of conditions
4) Client Meeting: Programming Meetings with User Groups
   a. City of Nampa Street Division
   b. City of Nampa Fleet Division
c. City of Nampa Water Works Division

Phase Two: Program Synthesis and Development of Alternative Concepts

1) Planning team will prepare summary report and analysis assessing opportunities and constraints for each division and its location
2) Site Relationships/Functional Adjacencies Analysis
3) Site Circulation Analysis
4) Site Infrastructure Analysis
5) Building Program Analysis with accompanying narrative
6) Building Adjacencies Diagram and/or Matrix
7) Alternative Design Concepts
   a. Concepts for Site Development – Maximum of two site concept alternatives
8) Quality Control Review by CTA prior to presentation to Client
9) Client Meeting: Presentation of Concepts and Identification of Preferred Alternative

Phase Three: Finalize Master Plan

1) Develop Preferred Concept based on Client review and comments
2) Prepare Overall Site Plan
3) Prepare Schematic Floor Plan
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10) Client Meeting: Present Final Master Plan Document (Maximum of 2 printed final documents with a digital file ready for reproduction as needed)

Photo-realistic Renderings – Photo-realistic renderings in the preliminary design developed to a high standard for communicating the design intent to project stakeholders.
ARTICLE 1  ARCHITECT’S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances on similar projects. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect’s services include the following consulting services, if any:

During the Design Phase, the Architect shall review the Owner’s scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner’s approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, and only if the Owner retains the Architect to perform Construction Phase services, the Architect shall act as the Owner’s representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect’s authority and responsibility during construction is described in AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor. The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances on similar projects. The Architect shall perform its services as expeditiously as is necessary for the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect shall provide consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3  USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect’s Instruments of Service, and are for the Owner’s use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect’s Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner’s use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4  TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner’s failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days’ written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5  MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between

AIA Document B105™ – 2017. Copyright © 1984, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:21:12 ET on 11/06/2018 under Order No. 3743538483 which expires on 08/14/2019, and is not for resale.

User Notes:
Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect. There are no intended third party beneficiaries of this Agreement.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**ARTICLE 6   PAYMENTS AND COMPENSATION TO THE ARCHITECT**

The Architect’s Compensation shall be:

For Basic Services CTA Shall be compensated Forty-eight Thousand Two Hundred Thirty-three Dollars and eighty-five cents ($48,233.85)

The Owner shall pay the Architect an initial payment of $« » as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus « » percent (« » %).

Payments are due and payable upon receipt of the Architect’s monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of « 1.5 » percent (« 18 » %) « » , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors’ requests for substitutions of materials or systems; providing services necessitated by the Contractor’s failure to perform; and the extension of the Architect’s Article 1 services beyond « » (« ») months of the date of this Agreement through no fault of the Architect.

**ARTICLE 7   OTHER PROVISIONS**

(Insert descriptions of other services and modifications to the terms of this Agreement.)

During the term of this Agreement and following its expiration or termination for any reason, neither Owner nor Architect shall transfer, assign, convey or sublet any right, claims (including any causes of action or claims alleging breach, negligence, loss or damage arising out of this Agreement), duty or obligation under it, nor any other interest therein, without the prior written consent of the other party.

The Owner understands and acknowledges that although the Instruments of Service shall be prepared within the Standard of Care stated in Article 1 of this Agreement, the Contractor may require additional information from the Architect to clarify, correct, supplement, and coordinate the design intent shown in the Construction Documents that result in increases in the Construction Cost, and that an increase in the Construction Cost does not automatically mean that the Architect has breached the Standard of Care.

Except as set forth in this Section, or as expressly agreed in writing by the Architect and Owner, no person other than the parties to this Agreement or their successors and assigns shall be a third party beneficiary of the obligations contained in this Agreement or have the right to enforce any of its provisions.

In recognition of the relative risks and benefits of the project to both the Owner and Architect, the risks have been allocated such that Owner agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, to limit the total liability, in the aggregate, of Architect, its officers, employees, agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, costs, including attorney’s, court, expert witness fees, injuries or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement, from any cause or causes, including but not limited to the
negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Architect or Architect’s officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the fee paid to the Architect under this Agreement or $100,000.00, whichever is greater. This limitation applies to every legal theory or cause of action. Owner acknowledges that Architect has offered additional limits of liability, an additional fee and Owner has elected not to purchase additional limits of liability.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)  
(Printed name and title)

ARCHITECT (Signature)  
(Printed name, title, and license number, if required)
Approve Consultant Services Task Order for Street Division Restroom Design for New Construction

- Funding for this project will be from cost savings found in the fiscal year 2019 Street Division’s operational budget

- The Street Division facilities are at capacity, including a small restroom that over thirty men share in the administration building

- Facilities Development, in partnership with the Public Works Department Street Division, selected CTA Architects Engineers to submit a scope of work to design a 350 square foot restroom facility in the warming shed to the east of the Street Division administration building

- The new restroom will provide additional accommodations for existing staff and future growth based on the Fiscal Year 2019 Street Division Workforce Plan

- CTA Architects Engineers attached scope of work, in the amount of $8,500, is provided in response to the City’s request (see Exhibit A)

- Construction is estimated at $50,000 to $70,000, including extending utilities to the warming shed facility. The project will be constructed in the next several months

- Staff has reviewed the attached scope of work and recommend approval

REQUEST: Authorize Mayor and Public Works Director to sign task order for attached scope of work for consultant design services with CTA Architects Engineers, in the amount of $8,500.00 (T&M NTE), for new restroom construction at Street Division.
June 11, 2019

Patrick Sullivan  
Director  
Building Safety and Facilities Development  
City of Nampa  
310 13th Avenue So. 
Nampa, Idaho 83651  
Via email: sullivanw@cityofnampa.us

Re: City of Nampa – Street Division Restroom Expansion Project.

Dear Patrick,

CTA Architects Engineers is pleased to provide a proposal for the Street Divisions much needed Restroom remodel and expansion project. It’s our understanding that the Street Division is lacking restroom facilities to address the needs of a growing staff and that it is the City’s desire to engage in design and construction of the restrooms for the Street Division. Based on our understanding of the $80,000.00 design and construction fee, and our site visit and further discussion with city engineering we have determined that the best option for the new restroom facility will be to add the restrooms to the warm shed.

Our architecture and engineering team will develop plans and specifications that include probable costs for the improvements. Given the nature of the project we will engage in a modified design process and complete the drawings and specifications in five step process including:

- Schematic Design
- 95% Construction drawings
- 100% Construction drawings (CD’s)
- Bidding
- Construction Administration

The following fee proposal includes full design and construction documentation, bidding and limited construction administration services. It is believed that CTA has all drawings and documents related to the warm shed, however should it be determined that there have been modifications to the building plans after drawings in CTA’s possession, The city shall provide to CTA copies of all documents pertaining to the project.

CTA’s proposed professional team includes the disciplines required for a project of this technical nature. All professional services will be provided by CTA’s staff in our Boise office.
We look forward to discussing the above proposal with you. Feel free to call or email me if you have any questions.

Sincerely,

CTA ARCHITECTS ENGINEERS

[Signature]

Angela M. Hansen, PLA
Project Manager | Associate

cc: CTA File -
PROJECT DESCRIPTION
The City of Nampa is seeking a restroom remodel and opinion of probable costs for the Street Division facilities located at the Fleets and Streets Campus within the city of Nampa. A new restroom facility will be developed for the Street Division and be located in the existing warm shed on the current Streets Division campus.

Architect/Engineer
CTA ARCHITECTS ENGINEERS (CTA)
CTA Boise
800 West Main Street
Suite 800
Boise, Idaho 83702

This project will be managed from our Boise office. Our professional team will be led by the following key team members:

Principal-in-Charge: Jason Butler
Sr. Project Manager: Angela M. Hansen

Team members will include:

Project Architect:    James Colburn
Mechanical Designer:   Jeremy Wilson
Electrical Designer:    Dave Burfeind

PROFESSIONAL SERVICES
CTA will provide the following professional services for the above Scope of Work:

Full Construction Drawing and Specification Package
Cost Estimation at each design phase for budgeting purposes
Attend Construction Pre-Bid
Construction Administration (minimal as defined below)

Basic Services
Basic Services include architectural, mechanical, plumbing, and electrical design services resulting in a set of Construction drawings and specifications for the restroom facility. The design team will accomplish the scope of design services per the following deliverables and associated fees:

1) Schematic Design Level: CTA will provide a schematic design level set of drawings, a probable cost and redline set of specifications for review by the owner and comment………………………………………….. $1500.00

2) 95% Construction Documents: CTA will move directly into updating the drawings and provide 95% construction drawings, specifications, and probable costs for owner review……………………………………… $5000.00
3) 100% Construction Documents: CTA will finalize the construction drawings, specifications and bid estimate. We will submit to the city of permitting purposes and CTA ........................................... $2000.00

**Total Cost for the Streets Division Restroom Addition....................... $8500.00**

Design Services provided at Time and Material Rates:

1) Bidding: CTA will attend the pre-bid meeting on behalf of the city. The city will be responsible for compiling the bid package, noticing the project for public bid, open bids, and awarding of contract for construction purposes. CTA will provide bidding services via time and material charges.

2) Construction Administration: CTA will assist the city with construction administration. We will conduct a pre-construction meeting; and work with the contractor to review and respond to submittals, and RFI’s. It is our understanding that the City of Nampa personnel will undertake the day to day construction management, and will rely on CTA for minor services during construction. CTA will conduct a close-out of the project.

All CTA services related to bidding and construction administration tasks shall be billed using standard time and material rates. These rates are as follows:

**2019 CTA Standard Rates:**

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<th>Rate</th>
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<td>Architect</td>
<td>$ 86.00</td>
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<tr>
<td>Architectural Production</td>
<td>$ 63.00</td>
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<td>Project Manager</td>
<td>$ 141.00</td>
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| Engineering Civil Production    | $ 93.00 |
| Engineering Civil Senior        | $ 167.00 |
| Engineering Production Structural| $ 69.00 |
| Engineering Structural          | $ 129.00 |
| Engineering Production Mechanical| $ 78.00 |
| Engineering Mechanical          | $ 156.00 |
| Engineering Principal           | $ 234.00 |

These fees are subject to change if the scope of the project changes.

**QUALIFICATIONS**

This proposal is based upon the following provisions:

- City of Nampa will provide all site surveys – showing all physical and cultural site characteristics including: infrastructure, i.e.: power, sewer, water, fiber optic, storm water system / facilities, property boundaries, easements, fences, roads,
ditches/canals, any encumbrances and all other site improvements that may be present.

- City of Nampa will provide Record Drawings of all buildings and related structural improvements.

PROJECT SCHEDULE
This proposal is based upon prompt Owner review of and response to the submittals as shown above. The Owner acknowledges that Owner-generated changes in the schedule and scope of the project may result in modifications of the associated professional fees. Proposed design schedule is attached.

TERMS OF THE CONTRACT
Standard AIA Contract B101 (2017) between Owner-Architect will be the legal basis for providing the above work. On a monthly basis, CTA shall invoice for Professional Fees and Reimbursable Expenses incurred during the previous month.

Any additional services will be billed at 2.77 times Direct Personal Expense (DPE) + expenses. Invoices shall be due and payable 30 days from date of invoice. If any amounts remain unpaid more than sixty (60) days, CTA may either suspend services, or, at CTA’s discretion, terminate this agreement.

Legal fees incurred resulting from modifying a standard AIA agreement or using Owner provided agreements will be billed as a reimbursable expense to the project.

This proposal is not a contract; however, if work begins prior to signing a contract, the terms of this proposal shall be considered binding until a contract is signed.

This proposal is valid for 90 (ninety) days from date of issue.

Thank you for this opportunity. We are looking forward to providing you with the Planning and Architectural services for this project. If you have any questions please do not hesitate to contact me at 208.577.5657 or angelah@ctagroup.com

Angela M. Hansen
Name (Printed)
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DRAFT  AIA® Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of the month in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Nampa
Building Safety and Facilities Development
310 13th Ave South
Nampa, Idaho 83651

and the Architect:
(Name, legal status, address and other information)

CTA Architects Engineers
200 West Main Street, Suite 800
Boise, Idaho 83702

for the following Project:
(Name, location and detailed description)

City of Nampa; Street Division; Restroom Expansion Project
106 W. Railroad
Nampa, Idaho 83651

The Owner and Architect agree as follows.
The City of Nampa is seeking a restroom remodel and opinion of probable costs for the Street Division facilities located at the Fleets and Streets Campus within the city of Nampa. A new restroom facility will be developed for the Street Division and be located in the existing warm shed on the current Streets Division campus.

CTA will provide the following professional services for the above Scope of Work:

- Full Construction Drawing and Specification Package
- Cost Estimation at each design phase for budgeting purposes
- Attend Construction Pre-Bid Meeting
- Construction Administration (minimal as defined below)

Basic Services

Basic Services include architectural, mechanical, plumbing, and electrical design services resulting in a set of Construction drawings and specifications for the restroom facility. The design team will accomplish the scope of design services per the following deliverables:

1) Schematic Design Level: CTA will provide a schematic design level set of drawings, a probable cost and redlined set of specifications for review by the owner and comment.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form.

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AIA Document B105™ – 2017. Copyright © 1993, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 04/21/18 ET on 11/06/2018 under Order No.374750445 which expires on 08/14/2019, and is not for resale.

User Notes:
2) 95% Construction Documents: CTA will move directly into updating the drawings and provide 95% construction drawings, specifications, and probable costs for owner review.

3) 100% Construction Documents: CTA will finalize the construction drawings, specifications and bid estimate. We will submit to the city of permitting purposes and CTA.

Design Services provided by CTA and billed hourly for the project:

1) Bidding: CTA will attend the pre-bid meeting on behalf of the city. The city will be responsible for compiling the bid package, noticing the project for public bid, open bids, and awarding of contract for construction purposes. CTA will provide bidding services via time and material charges.

2) Construction Administration: CTA will assist the city with construction administration. We will conduct a pre-construction meeting; and work with the contractor to review and respond to submittals, and RFI's. It is our understanding that the City of Nampa personnel will undertake the day to day construction management, and will rely on CTA for minor services during construction. CTA will conduct a close-out of the project.
ARTICLE 1  ARCHITECT’S RESPONSIBILITIES
The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances on similar projects. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect’s services include the following consulting services, if any:

During the Design Phase, the Architect shall review the Owner’s scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner’s approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner’s representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect’s authority and responsibility during construction is described in AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105™–2017, those modifications shall not affect the Architect’s services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2  OWNER’S RESPONSIBILITIES
The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner’s information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3  USE OF DOCUMENTS
Drawings, specifications and other documents prepared by the Architect are the Architect’s Instruments of Service, and are for the Owner’s use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect’s Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner’s use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4  TERMINATION, SUSPENSION OR ABANDONMENT
In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner’s failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days’ written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5  MISCELLANEOUS PROVISIONS
This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between
Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect. There are no intended third party beneficiaries of this Agreement.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6   PAYMENTS AND COMPENSATION TO THE ARCHITECT
The Architect’s Compensation shall be:

For Basic Services CTA Shall be compensated $8500.00 for Bidding and Construction Administration Services
CTA shall be paid their standard hourly rates.

The Owner shall pay the Architect an initial payment of « » ($ « ») as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus « » percent (« » %).

Payments are due and payable upon receipt of the Architect’s monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of « » percent (« » %) or, in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors’ requests for substitutions of materials or systems; providing services necessitated by the Contractor’s failure to perform; and the extension of the Architect’s Article 1 services beyond « » (« ») months of the date of this Agreement through no fault of the Architect.

ARTICLE 7   OTHER PROVISIONS
(Insert descriptions of other services and modifications to the terms of this Agreement.)

During the term of this Agreement and following its expiration or termination for any reason, neither Owner nor Architect shall transfer, assign, convey or sublet any right, claims (including any causes of action or claims alleging breach, negligence, loss or damages arising out of this Agreement), duty or obligation under it, nor any other interest therein, without the prior written consent of the other party.

The Owner understands and acknowledges that although the Instruments of Service shall be prepared within the Standard of Care stated in Article 1 of this Agreement, the Contractor may require additional information from the Architect to clarify, correct, supplement, and coordinate the design intent shown in the Construction Documents that result in increases in the Construction Cost, and that an increase in the Construction Cost does not automatically mean that the Architect has breached the Standard of Care.

Except as set forth in this Section, or as expressly agreed in writing by the Architect and Owner, no person other than the parties to this Agreement or their successors and assigns shall be a third party beneficiary of the obligations contained in this Agreement or have the right to enforce any of its provisions.

In recognition of the relative risks and benefits of the project to both the Owner and Architect, the risks have been allocated such that Owner agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, to limit the total liability, in the aggregate, of Architect, its officers, employees, agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, costs, including attorney’s, court, expert witness fees, injuries or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement, from any cause or causes, including but not limited to the
negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Architect or Architect’s officers, directors employees, agents or subconsultants, or any of them, shall not exceed the fee paid to the Architect under this Agreement or $100,000.00, whichever is greater. This limitation applies to every legal theory or cause of action. Owner acknowledges that Architect has offered additional limits of liability an additional fee and Owner has elected not to purchase additional limits of liability.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)  
(Printed name and title)

ARCHITECT (Signature)  
(Printed name, title, and license number, if required)
Authorize Professional Services Agreement and Task Order With Negotiation Services, LLC for Middleton Road Rebuild
(As approved in FY19 Budget)

- The City identified the need to rebuild Middleton Road between Greenhurst Road and Roosevelt Avenue, approximately 1.5 miles. (Exhibit A)

- JUB Engineers, Inc. provided right of way plans and exhibits indicating proposed right of way acquisitions needed for roadway improvements including roadway reconstruction and widening to include a paved shoulder, curb, gutter, sidewalks, intersection improvements, water, sewer, irrigation and drainage improvements.

- Right of way acquisitions are required for the project to continue to move forward with construction.

- Negotiation Services, LLC has provided a scope of work in the amount of $65,500 to provide professional services for the twelve appraisals and sixteen negotiations to obtain necessary right of way from sixteen parcels along the Middleton Road corridor within the project limits. (Exhibit B)

- Engineering Division believes that there can be savings associated by not performing the appraisal on four smaller right of way acquisitions.

- The Middleton Road Rebuild project will be designed in FY19 with construction in FY20. Right of way acquisition is critical to maintain schedule and is anticipated to be completed within four months.

- The FY19 project budget is $250,000 with additional funds scheduled for allocation in FY20.

  Design $226,973.00
  ROW Acquisition $ 65,500.00
  $292,473.00

- Additional funding will be allocated from project savings from the canceled portion of the Greenhurst Road Rebuild (Juniper to Sunnyridge).

- Engineering Division has reviewed the Scope of Work and recommends approval of the task order for Negotiation Services, LLC in the amount of $65,500.00.

REQUEST: Authorize Mayor and Public Works Director to sign Professional Services Agreement and Task Order for Scope of Work with Negotiation Services, LLC, for Middleton Road Rebuild (Greenhurst Road to Roosevelt Avenue) project in the amount of $65,500.00 time and materials, not to exceed (T&M NTE).
Middleton Rd Rebuild
(Greenhurst Rd to Roosevelt Ave)
Exhibit A

For illustrative purposes only.

8/14/2018
SCOPE OF WORK
between NEGOTIATION SERVICES, LLC, ("CONTRACTOR") and
CITY OF NAMPA, ("CITY") to conduct Appraisals and Negotiations
for the project identified as
Middleton Road Rebuild
PWST190008

1. Project Purpose and Background. The City of Nampa desires to acquire portions of existing parcels along Middleton Road between Greenhurst Road and Roosevelt Avenue to improve the roadway. Design is currently underway, and construction is anticipated to begin next fiscal year.

2. Scope of Work. The following tasks shall be performed by Negotiation Services, LLC.

   a. Task 1 – Project Management
      i. Negotiation Services LLC will attend meeting with City staff and Design Engineer to discuss project, parcel right of way acquisition limits, schedule and available information.
      ii. Negotiation Services LLC will provide the city with periodic updates regarding appraisals and negotiations.
      iii. Negotiation Services LLC will provide monthly progress reports, detailing expenditures per task to date, percent of budget spend and percent complete.
      iv. Negotiation Services LLC will administer sub-consultant agreement for appraisal services via Robinson Appraisal Service, LLC.

   b. Task 2 – Appraisals & Negotiation Services
      i. Negotiation Services LLC will perform appraisals on 12 parcels. Documentation will be provided by completing ITD Form 2288.
      ii. Negotiation Services LLC will perform negotiations on 16 parcels. Documentation will be provided for each parcel including property owner negotiation meeting minutes

   c. Task 3 – Additional Work
      i. Negotiation Services LLC agrees to fulfill all requirements and procedures, as required by law, to acquire the necessary rights of way, access and/or property needed to complete the subject project for City of Nampa.
      ii. Negotiation Services LLC agrees to fully comply with all appraisal and acquisition procedures imposed by Federal, State and local laws and ordinances.
3. **Cost Estimate.** Costs set forth below are Sixty Five Thousand Five Hundred Dollars ($65,500.00)

   **ADMINISTRATIVE SERVICES**
   - $2,500.00

   **APPRAISALS**  ITD Form 2288 (12) $2,250 ea.
   - $27,000.00
   Robinson Appraisal Service, LLC

   **NEGOTIATION SERVICES, LLC**
   - 16 Negotiations $2,250 per parcel.
   - $36,000.00

   **TOTAL FOR SERVICES**
   - $65,500.00

4. **Schedule.** It is expected that the appraisal and negotiation services required for this project may take up to one hundred and twenty days. This time frame begins when the CITY or its contractors (engineering), has provided approved right-of-way plans, legal descriptions and title reports. Any delay in receiving the required information will cause delays in beginning and completing this Agreement.

5. **Payment.** Negotiation Services LLC invoices shall be due within 20 days of receipt.
TASK ORDER
MIDLAND BOULEVARD & LAKE LOWELL AVENUE
INTERSECTION
(As approved by FY19 Budget Amendment)

• The Midland Boulevard and Lake Lowell Avenue Intersection is one of the highest needed improvement projects within the City (see Exhibit A).

• Previous roundabout designs for the intersection were completed however projects were not moved forward due to challenges with right of way acquisition.

• Since the original design, development has occurred on the northeast corner and the right of way that was originally donated has been vacated.

• The project will develop improvement options for the intersection, traffic signal or roundabout as well as curb, gutter, sidewalk, widening, signage improvements and pavement markings.

• Right of way acquisition will be necessary for the southeast quadrant of the intersection as the existing right-of-way along the enclaved parcel is limited.

• Funding was approved in the budget amendment that was passed by City Council on June 17, 2019 in the amount of $100,000.00

• The Midland Boulevard and Lake Lowell Avenue Intersection project is on the impact fee eligible list. Impact fees will account for 55% of project costs.

• Paragon Consulting, Inc. has provided a scope of work and labor estimate to provide design and bidding services for the project in the amount of $89,550.00 (see Exhibit B).

• Engineering Division has reviewed the scope of work and labor estimate and recommends approval.

REQUEST: Authorize Mayor to sign task order for attached scope of work with Paragon Consulting, Inc. for Midland Boulevard & Lake Lowell Avenue project design in the amount of $89,550.00 Time and Materials Not to Exceed (T&M N.T.E.).
Midland Blvd & Lake Lowell Ave Intersection
Exhibit A

For illustrative purposes only.

6/5/2019
SCOPE OF WORK
FOR
CITY OF NAMPA

MIDLAND BLVD & LAKE LOWELL AVE INTERSECTION PROJECT

CITY OF NAMPA PROJECT NO. __________

CITY OF NAMPA TASK ORDER NO. __________

MAY 28, 2019

Prepared By:
Paragon Consulting, Inc.
157 W. 4th Street
Kuna, Idaho 83634

Project Manager:
Joe Barton, P.E.
(208) 921-8486
Scope of Work

Date: May 28, 2019
Task Order Number:
Project Number:
Project Name: Midland Blvd & Lake Lowell Ave Intersection Project
Consultant Company Address:
   PARAGON Consulting, Inc.
   157 W. 4th Street
   Kuna, ID 83634
Consultant Project Manager/Contact Information:
   W. Joe Barton, P.E.
   (208) 921-8486 (Cell)
   jbarton@paragonfbk.com
Contract Amount: $89,550.00 (T/M NTE)
Duration: June 17, 2019 thru September 30, 2020 (471 Calendar Days)

Project Description and Assumptions:
Midland Blvd. and Lake Lowell Ave. are classified as a Minor Arterial and a Principal Arterial, respectively, on the City of Nampa functional class (street) map. Through a prior design process, a roundabout was designed for the intersection and right-of-way acquisition was completed for the roundabout layout except for one parcel on the southeast quadrant of the intersection. Recently, the acquired (by donation) right-of-way on the northeast parcel was vacated by the City due to the postponement of the roundabout project and the improvement plans by the owner to develop the parcel. This development on the northeast corner is currently under construction.

With this project, the City of Nampa intends to develop improvement options for this intersection, select a preferred option, and proceed through construction with the preferred option. The presented and analyzed options will include a traffic signal-controlled intersection, a roundabout controlled intersection and the “Do Nothing” option. The traffic signal option, if selected, will include vehicle detection and provisions for potential signal interconnection in the future. Other features of the project will include right-of-way acquisition, curb, gutter and sidewalk construction, pavement widening, traffic signing and pavement markings. The roundabout option, if selected, will include right-of-way acquisition, curb, gutter and sidewalk construction, pavement widening, traffic signing and pavement markings.

Right-Of-Way acquisition will be necessary for the southeast quadrant of the intersection as the right-of-way along this parcel is limited. The private parcel located in the southeast quadrant is currently an enclave area, not yet incorporated into the City.

The Project will include survey and design services necessary to complete the intersection and associated improvements. The Project will also include coordination with utilities (overhead and underground), coordination with the adjacent property owners, assistance with right-of-way acquisition negotiations, bid administration and engineer of record services.
The project design will include the following tasks (items with “**” are tasks to be completed if a signal is the preferred option):

- **Surveying & Mapping (by sub-consultant with PARAGON oversight)**
  - Call for existing utility locates
  - Establish survey control
  - Identify existing right-of-way and property lines
  - Collect field topography
- **Concept Design**
  - Compile updated traffic and accident data
  - Complete design standards
  - Complete alternatives analysis
- **Project Design**
  - Layout existing intersection geometrics
  - Identify sidewalk & pedestrian ramp requirements
  - Prepare initial signal phasing*
  - Identify signal support features (foundation location, mast arm length, lighting, signal head locations, signing, etc.)*
  - Identify & coordinate potential utility conflicts
  - Prepare final design plans
  - Prepare special provisions
  - Prepare quantities and cost estimates
  - Final design review
- **PS&E Submittal**
  - Compile & respond to final design comments
  - Compile & submit PS&E package

Major project assumptions include the following:

- All signal components are based on City of Nampa standard equipment with no special equipment design required*
- Signal interconnect conduit will be stubbed out from the intersection, up to 200 feet, as allowed within the existing R/W and without interfering existing utilities, landscaping and other infrastructure*
- No special permits are required
- Pavement thickness design will include evaluations based on the Gravel Equivalency Method, using the Idaho R-Values for subgrade.
- City of Nampa Standards will be used as the basis for the design.
  - The 2012 ISPWC as modified by the CITY will be used as the basis of the contract specifications.
- No environmental research or documentation is required for the Project.
- All plans will be developed on 11x17 plan sheets (expandable to 22x34).
- Right-of-Way acquisition will be required on up to 2 parcels for signal or roundabout design features
  - The CITY will finalize all acquisition and easement negotiations/agreements, with assistance from PARAGON.
  - The CITY will acquire and pay for all required property appraisals.
  - The CITY will pay all property closing costs and title report/research fees.
• Right-Of-Entry agreements may be required on up to 2 parcels.
• Construction Engineering & Inspection services are not included with this scope of work.

PARAGON Consulting will complete the Project coordination and Professional Engineering through the design and bidding phases of the Project. Work tasks related to field surveying will be completed by a professional sub-consultant selected by Paragon.
1. Project Management

1.1. Kick Off Meeting – PARAGON will prepare agenda and conduct meeting with CITY staff to discuss project approach, schedule, available information, etc. PARAGON will record meeting minutes and transmit to CITY.

1.2. Utility Research – PARAGON will coordinate with appropriate CITY utility divisions and Public Utility Companies to gather record drawings, field knowledge and any historical data available. PARAGON will prepare project area exhibits for use in communicating with utilities.

1.3. Council Meeting – PARAGON will prepare Nampa City Council write-ups and exhibits, attend council meeting(s) to answer questions, etc. Assume one (1) council meeting and two (2) council write-ups.

1.4. CITY Meetings – PARAGON will schedule progress meeting(s) with CITY, prepare agenda and record minutes. Progress meeting(s) may be incorporated into Project milestone meeting(s).

1.5. Budget and Tracking – PARAGON will provide monthly progress report(s), detailing expenditures per task to date, percent of budget spent and percent complete. Provide schedule updates, progress report(s) and revisions. Monthly progress report(s) will be submitted with monthly invoice(s).

1.6. Sub-Consultant Administration – PARAGON will administer sub-consultant agreement(s), including providing Project instructions, reviewing sub-consultant deliverables, reviewing invoices and providing Project feedback.

2. Design Services

2.1. Public Outreach

2.1.1. Property Owner Coordination – PARAGON will prepare exhibits and informational material for use in identifying and communicating Project information to private property owners and meet with property owners to discuss potential impacts to access and frontage improvements. There are approximately 4 parcels that front along the project limits, including both residential and business properties.

An initial contact letter will be prepared and mailed to each owner to introduce the design team and inform the owner of the upcoming design survey.

2.1.2. Public Mailers & Press Releases – PARAGON will prepare an informational mailer for distribution by the CITY. The initial mailer will include information from the Concept and Preliminary Design phase and will identify anticipated project milestones. One design phase press release is anticipated along with one pre-construction press release.

2.1.3. Right-of-Way & Easements – PARAGON will prepare exhibits and informational material for use in meeting with individual property owners for the purpose of acquiring right-of-
way or construction right-of-entry easements. There are up to 4 parcels that may require right-of-way or right-of-entry easement acquisition.

PARAGON will assist CITY staff during right-of-way and easement negotiations and will assist with preparing right-of-way and easement agreements and exhibits.

PARAGON will prepare necessary legal descriptions for right-of-way acquisitions.

2.2. Concept Design

2.2.1. Develop Topographic Map – The field survey data will be transferred electronically and placed in an X-Y-Z format. The files will be merged together into a single data file. The survey data will be imported into CAD and a complete topography will be drafted. This topographic file will be the basis of presentation mapping and final plans.

2.2.2. Collect Traffic and Accident Data – PARAGON will request available traffic data from the CITY and, if unavailable, Average Daily Classification Traffic Counts will be collected using PARAGON’s tube counters.

Accident data in the vicinity of the Project will be summarized from the LHTAC database.

2.2.3. Warrant Analysis – The existing warrant analysis will be updated using the current traffic data collected under item 2.2.2.

2.2.4. Complete Design Standards – The project design standards will be researched and detailed on the Concept Report. Design standards from AASHTO and the City of Nampa will be reviewed and incorporated as appropriate.

2.2.5. Design Alternatives – Complete an analysis for signalization and roundabout intersection configurations.

Conceptual layout of a signalized intersection configuration will include traffic lane layout, curb, gutter and sidewalk layout, roadway transitions to existing width at project limits, signal pole base locations and right-of-way requirements. A traffic analysis of the signalized intersection will be included for current Level of Service (LOS) along with a LOS for the projected five, ten and twenty year traffic. For analysis, a straight line traffic growth rate is anticipated. A conceptual cost estimate of the signalized intersection improvements will be developed.

Conceptual layout of a roundabout intersection configuration will also include traffic lane layout, curb, gutter and sidewalk layout, roadway transitions to existing width at project limits and right-of-way requirements. A traffic analysis of the roundabout will be included for the current and the projected five, ten and twenty year traffic. A cost estimate for the roundabout option will also be developed.
2.2.6. **Inventory of ADA Upgrades** – In order to meet the current ADA standards all sidewalks, pedestrian ramps, driveway approaches and cross-walks within the limits of the Project will be analyzed to determine the number and types of improvements necessary to bring these features to current standards.

2.2.7. **Utility Upgrades** – The existing City utilities requiring maintenance or upgrades with the project will be identified and included in the concept level cost estimate.

2.2.8. **Roadway Section Design** – The geotechnical data collected during the previous design project will be evaluated and used to determine the structural capabilities of the existing sub-grade. This evaluation will be the basis for the section design of the roadway. Based on the geotechnical and traffic evaluations, various road section options will be analyzed for consideration to determine the most economical option for the project.

2.2.9. **Project Vicinity Map and Description** – Prepare a project area Vicinity Map for use in communicating with other agencies, utility companies and adjacent property owners.

A Project Description will be developed for use on project documents, reports, etc. The description will summarize the location, purpose, anticipated construction elements and any other unique elements of the project.

2.2.10. **Concept Summary Report** – PARAGON will prepare the Draft Concept Summary Report for submittal to and review by the CITY. The Concept Summary Report will include a Project vicinity map, a Project area map showing the Project limits and existing features, a short narrative of the traffic and geotechnical analysis, ADA requirements and the concept level cost estimates for each option (Signal, Roundabout, “Do Nothing”). The Draft Concept Report will be discussed with CITY staff, a preferred option will be designated, and then the report will be finalized and stamped for the Project files.

2.3. **Preliminary Design**

2.3.1. **Set Preliminary Signal* Location** – The signal location layout will be developed based on the City of Nampa preferred options and the City of Nampa Transportation Master Plan.

2.3.2. **Preliminary Utility Contacts** – Initial contact letters, with vicinity map and improvement location layout, will be sent to appropriate utilities requesting information regarding location and possible conflicts throughout the project area.

2.3.3. **Preliminary Project Field Review** – A preliminary Project Field Review of the project base maps will be completed to identify all features requiring attention throughout the design process.

2.3.4. **Develop Preliminary Plans** – PARAGON will complete the preliminary design for the preferred option from the Concept Report. Appropriate design standards will be used as needed to address the design features prior to final detailing, including:
• Plan Sheets - Prepare Preliminary Plan Sheets including: Title Sheet, Vicinity & Special Maps, Typical Sections, Plan & Profile Sheets, Traffic Signal Layout, Permanent Signing and Striping Plan and Construction Traffic Control Plans
• Utility Plan Sheets will be included for water, power, irrigation, storm water and other utility upgrades/relocations
• ADA Pedestrian upgrade locations
• Preliminary Right-Of-Way information
• Estimate of Cost

2.3.5 Preliminary Design Review – PARAGON will attend an informal preliminary design review with the CITY to present the preliminary design and resolve any outstanding design issues before detailing the final plans.

2.4 Final Design – Any reference to signals in the below tasks refer to the signal being the preferred option. If the roundabout option is chosen substitute “Grading” for “Signal*” in the below tasks and delete references to signal pole foundations, hardware, programming or layouts. Luminaires and AC wiring plans will be included if the roundabout is the preferred option.

2.4.1 Prepare Signal* Design Plans – PARAGON will prepare signal* design plans in conjunction with the anticipated construction sequencing to build the project. Signal pole foundations will be designed to accommodate the City of Nampa Transportation Master Plan roadway widths, where achievable within the existing R/W. The signal* design plans will follow the requirements of the City of Nampa Traffic Signal, Illumination and Electrical Systems Standards and will include the following:

• Intersection geometrics, showing existing signage, existing pavement and pavement markings, location of pedestrian facilities, existing sidewalks, location of right-of-way, utilities, distance to nearest existing traffic signal and any other pertinent geometric considerations.
• Type of controller will be shown on the signal plans for the traffic signal.
• The Phasing of the traffic signal will be included.
• Traffic signal supports will be shown for the mast arm, lighting and signs.
• Utility plan sheets will be included showing the type of utility, both new and existing, and showing any utility conflicts.
• Detection systems will be shown.
• An informal review meeting will be held with the CITY to review the plans before proceeding with final detailing.

2.4.2 Prepare Sidewalk & Pedestrian Ramp Plans – PARAGON will identify potential deficiencies in the existing pedestrian ramps and sidewalks adjacent to the intersection. A design will be developed to make corrections to the existing sidewalk and pedestrian ramps at the intersection, including the installation of ADA detectable domes.
2.4.3. **Prepare Construction Traffic Control Plans** – PARAGON will prepare Construction Traffic Control Plans in conjunction with the anticipated construction sequencing to build the project.

2.4.4. **Prepare Signing & Striping Plans** – Signing and Striping Plans will be developed. MUTCD requirements, as adopted by the State of Idaho, will be followed.

2.4.5. **Survey Control Map** – The Survey Control Map will be developed and finalized with all the information pertaining to the proposed project improvements. A plan sheet will be prepared for inclusion in the construction plans. This map will represent all the control necessary to construct the project.

2.4.6. **Utility Relocation Contacts** – Plans showing the project improvements in sufficient detail horizontally and vertically will be provided to the utility owners for verification of the location of facilities and in the case of conflict to identify the relocation of the utility.

2.4.7. **Prepare & Submit Utility Plans / Forms** – Once the location and any relocation of utilities are established, utility information will be included on the construction plans for use in completing the appropriate utility adjustments. No separate utility plans will be prepared on this project.

2.4.8. **Erosion & Sediment Control Plans (ESCP)** – Erosion and Sediment Control measures, for the project, will be identified on separate plan sheets for inclusion with the final plans. It is anticipated that the erosion and sediment control measure will be limited to protection of existing drainage facilities.

2.4.9. **Acquire Special Permits, Clearances, etc.** – No special permits are anticipated for the project. If required, special permits will be acquired under a supplemental scope of work.

2.4.10. **Perform Quality Control Check** – PARAGON will perform a quality control check, including but not limited to, final cross check of plan sheets and the estimate. Complete revisions as required.

2.4.11. **Final Design Plans** – PARAGON will complete the final design including the following final plan sheets & documents:

- **Title Sheet** – Complete the final plan set title page
- **Survey Control & General Notes** – Prepare a map showing the local Project survey control and general notes for Project construction
- **Vicinity & Special Map(s)** – Update the Vicinity Map and/or Special Maps
- **Plan Sheets** – Complete the final plan layout for the Project with construction callouts and details
• Utility Details – Complete the final utility details. Storm water design details showing oil-water separators, catch basins and infiltration beds. Other utility locations will be shown as relocate or retain & protect, as appropriate.
• Miscellaneous Details – Prepare final layout of other Project details (ADA upgrades, curb repairs, etc.)
• Permanent Signing and Striping Plan – Prepare final layout and details for the pavement markings and permanent signing
• Construction Traffic Control Plan – Prepare a construction traffic control plan
• ESCP/SWPPP Plan Sheets

2.4.12. **Final Design Review** – PARAGON will attend an informal final design review with the CITY (following a 2 week review period) to gather comments on the final design and resolve any outstanding design issues before preparing the PS&E package.

2.5. **Plans, Specifications & Estimate (PS&E)**

2.5.1. **Address Final Design Review Comments** – PARAGON will compile the Final Design Review Comments, respond to each comment and resolve identified issues prior to incorporating into the PS&E plans.

2.5.2. **PS&E Plans** – PARAGON will complete the final plan revisions and prepare a complete set of PS&E plans.

2.5.3. **Prepare Design Files** – PARAGON will compile a project design file for submittal to the CITY as a record of the design process. The design file may include the final approved concept report, design review comments and responses, property owner contact information and correspondence records, utility contacts and correspondence records, design quantity calculations, special permit requirements, etc.

2.6. **Contract Documents** – PARAGON will prepare contract documents using the CITY provided template document(s) in Microsoft (MS) Word format. The contract documents will include the following sections:

• Project Advertisement
• Bid Forms & Instructions to Bidders
• Bid, Performance & Payment Bonds
• Naming of Subcontractor(s)
• Contract Agreement
• Notice of Award & Notice to Proceed
• Supplementary Conditions
• Special Provisions
Draft contract documents will be completed for review at the Final Design stage of the project development and then finalized for publication during the PS&E stage of the project development.

2.7. Engineer’s Construction Cost Estimate – PARAGON will prepare a project construction quantity estimate and associated cost estimate at critical milestones, including the following:

- Concept Report
- Preliminary Design
- Final Design
- PS&E

3. Bid Administration and Support

3.1. Bid Documents – PARAGON will prepare up to 10 sets of bid documents and plans to be distributed by the CITY during the bid process.

3.2. Pre-Bid Meeting - PARAGON will prepare agenda and conduct meeting with CITY staff and interested parties to discuss project, answer questions, etc. PARAGON will record meeting minutes and transmit to CITY and contractors, if appropriate.

3.3. Bid Administration – PARAGON will review bid comments, prepare addendum, and advise the CITY on bid inquiries. Assume one (1) addendum will be issued.

3.4. Bid Opening – PARAGON will attend bid opening, prepare bid summary, assist CITY in reviewing bids and make recommendation for award. PARAGON will assist the CITY with preparing the Bid Award and Notice to Proceed documents.

4. Engineer of Record (EOR) Services During Construction

4.1. Construction Assistance and Requests for Information – PARAGON will respond to questions by the CITY and the Construction Engineering and Inspection (CE&I) Consultant as needed to evaluate issues that are encountered during construction. This will include phone call inquiries about the plans and specifications. Formal written Requests for Information (RFIs) will also be responded to at the request of the CITY or the CE&I Consultant.

4.2. Project Site Visits – If requested by the CITY or the CE&I Consultant, PARAGON will visit the site to review technical features of the design during construction. PARAGON is anticipating ten (10) site visits to review these technical features. We expect to spend up to four (4) hours onsite for each visit.

4.3. Record Drawings – PARAGON will receive record drawing information from the CE&I Consultant and the Contractor. The record drawing information will be reviewed for conformance with the design. Record information will be drafted over the original design AutoCAD files and provided to the CITY and the CE&I Consultant for review. Following the final revisions to the record
drawings, PARAGON will provide record drawings as follows: one (1) CD with plans in PDF. Minor construction changes may be shown directly on the PDF of the design plans. Significant changes will be incorporated into the AutoCAD files and provided to the City in an AutoCAD file.

Project Schedule
PARAGON proposes to implement its services from June 17, 2019 thru September 30, 2020 (See attached “Exhibit A”, CPM Schedule) with the following approximate Milestones:

- Task Order Notice to Proceed – June 18, 2019
- Final Concept Summary Report – September 10, 2019
- Preliminary Design Review – November 20, 2019
- Final Design Submittal – January 30, 2020
- PS&E Complete – February 28, 2020
- Bid Advertisement – March 10, 2020
- Bid Award by City Council – April 6, 2020
- Construction Complete – August 31, 2020
- Project Closeout – September 30, 2019

Cost of Services
Services will be on a time and materials not-to-exceed (NTE) basis.

- Project Management $5,550.00
- Design $71,230.00
- Bid Support $3,010.00
- Engineer of Record Services $9,760.00

Total Cost of Services: $89,550.00

Attached is the labor estimate and cost summary (see attached “Exhibit B”).

Attachments:

- Exhibit A– CPM Schedule
- Exhibit B – Labor Estimate
# Task Order Review Checklist

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<tr>
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<tr>
<td><strong>Project:</strong> Midland Blvd &amp; Lake Lowell Ave Intersection Project</td>
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<td><strong>Date:</strong> May 28, 2019</td>
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<td><strong>SOW should contain the following information:</strong></td>
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<td>1) Name of Project</td>
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<tr>
<td>2) Name of Firm</td>
<td>Yes ☒ No ☐</td>
</tr>
<tr>
<td>3) Contact Name and Number</td>
<td>Yes ☒ No ☐</td>
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<td>4) Current Date</td>
<td>Yes ☒ No ☐</td>
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<td>5) Page Numbers</td>
<td>Yes ☒ No ☐</td>
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<td>6) Outline of task(s) to be provided</td>
<td>Yes ☒ No ☐</td>
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<td>a) PM, Design, Bid, Construction</td>
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<td>7) Project Schedule</td>
<td>Yes ☒ No ☐</td>
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<td>a) Milestone Dates and Cost Estimates at PM (Preliminary Design Portion), Design, Bid, Construction</td>
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<td>8) Cost of Service</td>
<td>Yes ☒ No ☐</td>
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<td>a) (fee for services to be noted &quot;Time and Material Not to Exceed&quot;)</td>
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<td>9) Any Key Understandings to be noted</td>
<td>Yes ☒ No ☐</td>
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<td>10) Cover letter with the correct contact information</td>
<td>Yes ☒ No ☐</td>
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EXHIBIT A

Task Name Duration
1 Pre-Contract Activities 2 days
3 Task Order Issued 1 day
4 Design Activities 335 days
5 Surveying & Mapping 20 days
9 Public Outreach 156 days
10 Initial Property Owner Contacts 1 wk
12 Right-of-Way Contracts 4 wk
14 Concept Design 60 days
18 Draft Concept Summary Report 1 wk
19 Concept Review Meeting 1 day
23 Preliminary Estimate of Cost 1 wk
24 Preliminary Design Review w/ Nampa 1 day
26 Final Design 62 days
27 Prepare Final Design Plans 10 wk
28 Final Design Review 2 wk
29 Final Design Review Meeting w/ Nampa 1 day
31 Preliminary Design 31 days
32 Preliminary Design Plans 8 wk
33 Final Concept Summary Report 1 wk
34 Final Concept Design 31 days
35 Preliminary Estimate of Cost 1 wk
36 Bid Authorization by Council 1 day
37 PS&E 11 days
38 Prepare PS&E Plans 2 wk
40 Pre-Bid Meeting 1 day
41 Bid Opening 1 day
42 Bid Award by City Council 1 day
44 Equipment Procurement & Construction 21 wks
45 Project Closeout & Record Drawings 4 wk

City of Nampa - S. Midland Blvd. and Lake Lowell Ave. Intersection Project
Midland Blvd & Lake Lowell Ave Intersection Project
Project Number:
City of Nampa

A. SUMMARY ESTIMATED LABOR-HOURS

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<th>Labor Category</th>
<th>Labor-Hours</th>
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<td>1 Project Manager</td>
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<td>2 Engineer</td>
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<td>4 CADD</td>
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TOTAL LABOR COST = $84,050.00

PARAGON TOTAL = $84,050.00

B. SUB-CONSULTANTS & EXPENSES

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<th>Description</th>
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<td>2 Publish Bidding Documents</td>
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SUB-CONSULTANT & EXPENSE TOTAL = $5,500.00

TOTAL = $89,550.00

TIME AND MATERIALS NOT TO EXCEED
## 1 PROJECT MANAGEMENT

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<th>Task Description</th>
<th>Total L-Hrs</th>
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**Total - Project Management (Hours):** 44 30 12 2

**Total - Project Management (Labor Cost):** 

### 2 DESIGN SERVICES

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<th>Task Description</th>
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<td>Property Owner Coordination</td>
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<td>Public Mailers &amp; Press Releases</td>
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<td>Develop Topographic Map</td>
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<td>Collect Traffic and Accident Data</td>
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<td>Warrant Analysis</td>
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<td>Complete Design Standards</td>
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<td>Concept Summary Report</td>
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<td>Set Preliminary Signal® Locations</td>
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### 2.4 Final Design

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<td>Prepare Sidewalk &amp; Pedestrian Ramp Plans</td>
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<td>Prepare Construction Traffic Control Plans</td>
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<td>Acquire Special Permits, Clearances, etc.</td>
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<td>Perform Quality Control Check</td>
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### 2.4.12 Final Design Review

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### 2.5 Plans, Specifications & Estimate (PS&E)

#### 2.5.1 Address Final Design Review Comments

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#### 2.5.3 Prepare Design Files

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### 2.6 Contract Documents

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### 2 TOTAL - DESIGN PHASE (HOURS)

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### 3 BID ADMINISTRATION AND SUPPORT

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<td>3.3 Bid Administration</td>
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<td>3.4 Bid Opening</td>
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### 1 TOTAL - BIDDING (HOURS)

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### TOTAL - BIDDING (LABOR COST)

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### 4 ENGINEER OF RECORD (EOR) SERVICES DURING CONSTRUCTION

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### TOTAL - EOR (LABOR COST)

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BID AWARD
HOLLY STREET PEDESTRIAN IMPROVEMENTS

- In FY19 City Council authorized $100,128.00 in Community Development Block Grant (CDBG) funding to install pedestrian improvements along the Holly Street Corridor at the intersections of East Washington Avenue and East Lincoln Avenue (see exhibit “A”)

- The project will improve walkability, accessibility and the overall quality of life near the intersection as neighborhood residents navigate over abrupt curbs and uneven surfaces

- Improvements will include new pedestrian ramps, sidewalk, curb and gutter

- City of Nampa Engineering Division has completed the design and will complete the construction engineering, and inspection of the project

- The project was distributed as a quote to four different contractors as the engineer’s estimate was below the $50,000.00 threshold

- The City received three quotes, the apparent low bidder is Hess Construction with a low bid of $46,303.90, (see exhibit “B”)

- The estimated project costs are as follows:
  - Design (In-House) $ 5,000
  - Construction Management & Inspection Services (In-House) $ 5,000
  - Construction $ 46,303.90
  - Total $ 46,303.90

- Engineering Division reviewed the quote and recommends awarding the Holly Street Pedestrian Improvement project to Hess Construction, Inc.

REQUEST: Council award quote and authorize Mayor to sign contract for the Holly Street Pedestrian Improvements project with Hess Construction, Inc. in the amount of $46,303.90
CITY OF NAMPA
CANYON COUNTY, IDAHO
HOLLY STREET PEDESTRIAN
IMPROVEMENTS
- SEC. 3, T.3N., R.2W. -

VICINITY MAP
EXHIBIT A

PROJECT LOCATION
<table>
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<th>Pay Item No.</th>
<th>Description</th>
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**Hawkeye Builders**

**Hess**

**PCS**

**TOTAL FOR BID SCHEDULE**

$89,144.00  $46,303.90  $49,845.72
BID AWARD

FAA AIP-31 GRANT – CONSTRUCT HANGAR TAXILANES
AT NAMPA MUNICIPAL AIRPORT
(As Approved in FY19 Budget)

- In December 2019 City Council, authorized Nampa Airport Staff to submit grant applications and certifications to the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) for grant funding (see Exhibit A, Vicinity Map)

- Staff has received preliminary grant funding, from the FAA to Construct Hangar Taxilanes (AIP-31)
  - The construction is anticipated to last a maximum of 33 days, beginning on July 15, 2019

- The total anticipated project cost is $718,722.36 (pending final FAA funding)
  - FAA grant is 90% $646,850.00
  - State grant is 5% $ 35,936.12
  - City match is 5% $ 35,936.24

- J-U-B Engineers, Inc., was selected in March 2014 to provide engineering services at the Nampa Municipal Airport for the next five years
  - March 2015, The City signed the Professional Services Agreement with J-U-B for engineering assistance

- Construction cost as estimated by engineers was $495,197.00

- Two (2) bids were received by Airport for the proposed construction. Idaho Materials & Construction is the apparent responsible and responsive low bidder at $522,250.00 (see Exhibit B)

- Contractor will be required to provide necessary bonds, insurance certificates, and other documents as required before the Agreement can be executed, and Notice of Award can be issued (see Exhibit C)

- J-U-B Engineers and Staff have reviewed the bids and recommend award to Idaho Materials & Construction

- The City Attorney’s Office has reviewed the Notice of Award packet and the Contract (see Exhibit D)

REQUEST: Award bid, and authorize Mayor to sign contract for FAA AIP-31 Grant – Construct Hangar Taxilanes at Nampa Municipal Airport in the amount of $522,250.00 with Idaho Materials & Construction pending FAA funding
CIP/APPLICATION DATA SHEET

AIRPORT: NAMPA MUNICIPAL AIRPORT  LOCAL PRIORITY: 1 OF 1  UPDATED: OCT 2018

WORK ITEM (s): CONSTRUCT HANGAR TAXILANES AND TAXIWAYS

JUSTIFICATION:

THE AIRPORT IS IN NEED OF THREE TAXILANES AND ONE TAXIWAY AS WELL AS A TAXIWAY EXTENSION IN ORDER TO MEET HANGAR DEMAND AT THE AIRPORT. HANGAR IMMEDIATELY WEST OF C-4 IS CURRENTLY BEING CONSTRUCTED AND CONSTRUCTION OF THE HANGAR EAST OF C-4 HAS BEEN APPROVED BY THE CITY. THE CITY HAS HAD REQUESTS TO BUILD HANGARS EAST OF THESE LOCATIONS INCLUDING AREAS NORTH AND SOUTH OF TAXILANE C-8.

SPONSOR SIGNATURE: MS. DEBBIE KLING, MAYOR  DATE: ________

COST ESTIMATE:

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ADO USE:
# BID SUMMARY

**PROJECT TITLE:** Namap Municipal Airport - Construct Hangar Taxilanes  
**PROJECT NUMBER:** AIP 3-16-0043-031-2019  
**OWNER:** City of Nampa, Idaho  
**ENGINEER:** J-U-B Engineers, Inc.  
**PROPOSAL OPENING:** 5/7/2019 2:00 PM  
Bids Received at Airport Administration Office and opened at Nampa City Council Chambers  
**LOCATION:**

## BID INFORMATION:

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<td>Plan Holder</td>
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| Bid Schedule A                          | $283,050.00         | $299,704.40                            | $542,574.51                |
| Bid Schedule B                          | $135,904.00         | $143,315.90                            | $289,795.51                |
| Bid Schedule C                          | $76,243.00          | $79,229.70                             | $161,084.40                |
| **Bid Total**                           | **$495,197.00**     | **$522,250.00**                        | **$993,454.42**            |
| **Bidder Rank**                         | 1st                 | 2nd                                    |                            |

Exhibit B
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<tr>
<th>Item No.</th>
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<th>Description</th>
<th>Estimated Quantity</th>
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BID SCHEDULE "A" TOTAL | $283,050.00 | $299,704.40 | $542,574.51
**BID SCHEDULE "B" CONSTRUCT HANGAR TAXILANES C-6**  
City of Nampa, Idaho  
NAMPA MUNICIPAL AIRPORT  
AIRPORT IMPROVEMENTS FY 2019  
FAA AIP PROJECT NO. 3-16-0043-031-2019

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</table>

**BID SCHEDULE "C" TOTAL**  
$76,243.00  
$79,229.70  
$161,084.40
July 2, 2019

Mr. Kevin Crockett
Idaho Material & Construction
924 N. Sugar Street
Nampa, ID 83687

RE: Construction Agreement Package
Construct Hangar Taxi lanes
AIP 3-16-0043-031-2019

Dear Mr. Crockett:

Attached is the Construction Agreement Package for the FY 2019 Improvements to the Nampa Airport – Construct Hangar Taxi lanes. Please follow the instructions below and complete and return the following documents:

- **Notice of Award** (3 copies) - Sign all 3 copies and return two copies to J-U-B Engineers.
- **Contract Form** (3 copies) - Sign all 3 copies and return all three to J-U-B Engineers.
- **Certificate of Insurance** (2 copies) – Please send 2 copies of a completed Certificate of Insurance (you’ll need to get this document from your insurance carrier) to J-U-B Engineers.
- **Performance Bond** (2 copies) - Please send 2 copies of a completed Performance Bond to J-U-B Engineers. Note that bonds cannot be dated earlier than the effective date of the Agreement, but must be dated no later than the start of construction.
- **Payment Bond** (2 copies) - Please send 2 copies of a completed Payment Bond to J-U-B Engineers. Note that bonds cannot be dated earlier than the effective date of the Agreement, but must be dated no later than the start of construction.
- **Additional Contract Forms** (2 copies) - Please send 2 copies each of the completed Letter of Intent for DBE Participation and Non-Trafficking Certification forms to J-U-B Engineers.

Construction is scheduled to begin August 6, 2019; we will contact you to schedule the Preconstruction Conference. If you have any questions or need additional assistance, please call me at (208) 376-7330. We look forward to working with you on this upcoming project.

Regards,
J-U-B ENGINEERS, INC.

Tom Lemenager, P.E.
Project Manager

Enclosures
NOTICE OF AWARD

To: Staker & Parson Companies dba Idaho Materials & Construction

924 N, Sugar Street

Nampa, ID 83687

Dated: July 1, 2019

PROJECT DESCRIPTION: Construct Hangar Taxiway Project

The OWNER has considered the Bid submitted by you for the above-described Work in response to its Invitation for Bid dated May 7, 2019, and Information for Bidders.

You are hereby notified that your Base Bid has been accepted for items in the amount of

Five Hundred Twenty-Three Thousand Two Hundred Fifty Dollars and no cents ($ 523,250.00)

This award is subject to the availability of the Federal Aviation Administration, Airport Improvement Program (FAA, AIP) Funds.

You are required by the Information for Bidders to fully execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within fifteen (15) calendar days from the date of this Notice to you, which is by July 16, 2019.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 1 day of July, 2019

OWNER

By: ______________________________

Signature

Title: ______________________________

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the NOTICE OF AWARD is hereby acknowledged by Idaho Materials & Construction, this 1 day of July, 2019

CONTRACTOR

By: ______________________________

Signature

Title: ______________________________
CONTRACT FORM

THIS AGREEMENT, made the __________ day of __________________, 2019, by and between, Idaho Materials and Construction hereinafter called the "CONTRACTOR," and the City of Nampa, Idaho hereinafter called the "OWNER".

WITNESSETH: That the CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK: The CONTRACTOR shall furnish all labor, tools, materials, equipment and supplies required for the Construct Hangar Taxiway in accordance with the Contract Documents, plans and specifications for AIP No. 3-16-0043-031-2019. The approximate quantities of work are shown in the Bid Proposal bound in this document.

ARTICLE 2: TIME OF COMPLETION: The work to be performed under this Contract shall be commenced on the date specified in the Notice to Proceed, and shall be completed within 33 Calendar Days. The CONTRACTOR agrees to pay, as liquidated damages, the following sums:

One Thousand Five- Hundred Dollars ($1,500.00)

for each consecutive (Working/Calendar) day thereafter, the work remains uncompleted. The time for completion shall include the time necessary to order and procure materials. The CONTRACTOR may not begin actual field installation of work until he can demonstrate that all materials are available and weather conditions will allow completion of any work such as pavement repairs. The intent is to reduce the impact to airport operations and field engineering time. The CONTRACTOR shall present a project schedule prior to field installations, to ensure progressive completion.

ARTICLE 3: THE CONTRACT SUM: The OWNER shall pay the CONTRACTOR for the performance of the Contract, subject to additions and deductions provided therein, in current funds an amount equal to the estimated total bid, including tax, as provided in the Bid Schedule of Items and Prices, as follows:

Five Hundred and Twenty-Two Thousand Two-Hundred and Fifty Dollars ($522,250.00)

ARTICLE 4: PARTIAL PAYMENT: The OWNER will make payment on account to the CONTRACTOR as provided therein, as follows:

Within 30 calendar days of the end of the previous month in which work was completed, ninety-five percent (95%) of the value, based on the contract price, of labor incorporated in the work as estimated by the ENGINEER, less the aggregate of previous payments, will be due the CONTRACTOR.

Partial Payments will not be made if there are any outstanding Subcontracts, Certified Payrolls or No Work Performed Notices (NWP). Payrolls and NWP are required to be submitted to the Engineer within 10 days of Payroll. Affidavits

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT: Upon due notice from the CONTRACTOR of presumptive completion of the entire project, the ENGINEER and OWNER will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The ENGINEER shall notify the CONTRACTOR in writing of substantial completion as of the date of the final inspection.
CONTRACT FORM (Continued)

Prior to Project Acceptance and preparation of necessary State Notices, the CONTRACTOR shall submit evidence, satisfactory to the ENGINEER, that all Intents and Affidavits, payrolls, material bills, taxes and other indebtedness connected with the work have been submitted, filed and/or paid.

The entire balance found to be due the CONTRACTOR, including the retained percentage, shall be paid to the CONTRACTOR within thirty (30) days after the date of acceptance by the OWNER.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work appearing after final payment, or from requirements of the specifications, and of all claims by the CONTRACTOR, except those previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so confirms, the OWNER shall, upon a verification of the ENGINEER, and without terminating the contract, make full payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing partial acceptance, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE CONTRACT DOCUMENTS: The Invitation for Bid, Information for Bidders, Bid Proposal, FAA General Provisions, Federal Contract Clauses, Specifications for Construction, Additional Special Provisions, Appendices, and Plans, together with this Agreement, form the Contract, and they are as fully a part thereof and hereof as if hereto attached or herein repeated.

All workers shall be paid the higher of the State or Federal Prevailing Wage Rate. The Federal Wage Determination(s) are included with this contract in Section 5. It is the responsibility of the CONTRACTOR and all subcontractors to verify and ascertain that all worker classifications required for this project are included in Federal and State Wage rates prior to bid. The Contractor further agrees that they will notify the Engineer immediately of any missing classifications. The Contractor is responsible for any additional wages as the result of any Wage Conformance undertaken.

ARTICLE 7: FEDERAL CONTRACT CLAUSES: The CONTRACTOR agrees by signing this contract, to certify and comply with all Federal regulations, clauses and certifications stipulated within these contract documents.

49 CFR Part 26 provides that each contract the OWNER enters into with a CONTRACTOR (and each subcontract the contractor signs with a subcontractor) shall include the following assurance:

“The CONTRACTOR and its subcontractors shall not discriminate on the basis of race color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate”

ARTICLE 8: QUANTITIES AND ADDITIONAL WORK: The OWNER reserves the right to increase or decrease any quantities shown in the Bid Schedule, and the CONTRACTOR agrees to perform additional work at the unit price bid for all increases, or deduct for any decreases in the unit price bid.
CONTRACT FORM (Continued)

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

CONTRACTOR

________________________________________

________________________________________

OWNER

________________________________________

________________________________________
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

__________________________________________, hereinafter called
(Name of CONTRACTOR)

__________________________________________, hereinafter called (Individual, Partnership, or Corporation)
(Address of CONTRACTOR)

__________________________________________, (Name of Surety)

__________________________________________, (Address of Surety)

hereinafter called Surety, are held and firmly bound unto the _____________, hereinafter called the OWNER, in the penal sum of _____________ Dollars ($___________) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain Agreement with the OWNER, dated the ____ day of ______________, 20____ a copy of which is bound herein attached and made a part hereof for the construction of: _________________________.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertaking, covenants, terms, conditions, and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages that it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense that the OWNER may incur in making good any default, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.
PERFORMANCE BOND (Continued)

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) parts, each of which shall be deemed an original, this day of _____________, 20___.

Contractor

Principal

By: ____________________________

Signature

ATTEST:

(SEAL)

(Principal) Secretary

City, State and Zip Code

Street or P.O. Box

Witness as to Principal

Surety

By: ____________________________

Signature

ATTEST:

(SEAL)

(Surety) Secretary

City, State and Zip Code

Street or P.O. Box

Witness as to Surety

City, State and Zip Code

NOTE:

1. Date of Payment Bond must not be prior to the date of the Agreement. (If the CONTRACTOR is a Partnership, all partners should execute the Bond.)
2. The Rate of premium of the Bond shall be stated together with the total amount of the premium charged.
3. The current power of attorney of the person who signs for any surety company shall be attached to the bond.

Bond Premium $_________________
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

(Individual, Partnership, or Corporation)

Principal, and ___________________________________________

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the ______________, hereinafter called the OWNER, in the penal sum of ______________________ Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain Agreement with the OWNER, dated the ______day of ____________, 20___, a copy of which is bound herein and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such Agreement, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Provided further, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation to this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Provided further, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
PAYMENT BOND (Continued)

IN WITNESS WHEREOF, this instrument is executed in three (3) parts, each of which shall be deemed an original, this the ___ day of _______________, 20__.

______________________________  ATTEST:
Contractor

______________________________  (Principal) Secretary
Principal

______________________________  (SEAL)
By:
Signature

______________________________
Street or P.O. Box

______________________________
City, State and Zip Code

______________________________
Witness as to Principal

______________________________
Street or P.O. Box

______________________________
City, State and Zip Code

______________________________  ATTEST:
Surety

______________________________  (Surety) Secretary
By:
Signature

______________________________
Street or P.O. Box  (SEAL)

______________________________
City, State and Zip Code

Witness as to Surety

______________________________
Street or P.O. Box

______________________________
City, State and Zip Code

NOTES:
1. Date of Payment Bond must not be prior to the date of the Agreement. (If the CONTRACTOR is a Partnership, all partners should execute the Bond.)
2. The Rate of premium of the Bond shall be stated together with the total amount of the premium charged.
3. The current power of attorney of the person who signs for any surety company shall be attached to the bond.

Bond Premium $_____________
LETTER OF INTENT FOR DBE PARTICIPATION
(TO BE SUBMITTED PRIOR TO NOTICE OF AWARD)

Name of Bidder's Firm: __________________________________________
Address: ___________________________ City: ______________ State: ______ Zip: ______
Phone Number: ___________________________

Name of DBE Firm: __________________________________________
Address: ___________________________ City: ______________ State: ______ Zip: ______
Phone Number: ___________________________

State Certification Number: ___________________________________

Description of work to be performed by DBE firm:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Bidder intends to utilize the above-named Disadvantaged firm for the work described above. The estimated amount of work is valued at $_______________. If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

Name of DBE Firm: __________________________________________
Address: ___________________________ City: ______________ State: ______ Zip: ______
Phone Number: ___________________________

State Certification Number: ___________________________________

Description of work to be performed by DBE firm:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Bidder intends to utilize the above-named Disadvantaged firm for the work described above. The estimated amount of work is valued at $_______________. If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

NOTE: Use additional sheets if needed.
NON-TRAFFICKING CERTIFICATION
( TO BE SUBMITTED PRIOR TO NOTICE OF AWARD)

Trafficking in persons:

A. Provisions applicable to a recipient that is a private entity.
   1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —
      i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      ii. Procure a commercial sex act during the period of time that the award is in effect; or
      iii. Use forced labor in the performance of the award of subawards under the award.

Certification:

I, ________________________________________, being ___________________________________________(title) of
__________________________________________, hereby certify that the information as stated above is true and
complete to the best of my knowledge and belief and the above mentioned statement will be provided in writing to all
subcontractors hired for the above mentioned job.

__________________________________________  __________________________
Signature                                          Date

____________________________________________
Name and Title

____________________________________________
Contractor
CONTRACT FORM

THIS AGREEMENT, made the _____________ day of ______________________, 2019, by and between, Idaho Materials and Construction hereinafter called the "CONTRACTOR," and the City of Nampa, Idaho hereinafter called the "OWNER".

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One Thousand Five- Hundred Dollars ($1,500.00)

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**ARTICLE 6: THE CONTRACT DOCUMENTS:** The Invitation for Bid, Information for Bidders, Bid Proposal, FAA General Provisions, Federal Contract Clauses, Specifications for Construction, Additional Special Provisions, Appendices, and Plans, together with this Agreement, form the Contract, and they are as fully a part thereof and hereof as if hereto attached or herein repeated.

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“The CONTRACTOR and its subcontractors shall not discriminate on the basis of race color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate”

**ARTICLE 8: QUANTITIES AND ADDITIONAL WORK:** The OWNER reserves the right to increase or decrease any quantities shown in the Bid Schedule, and the CONTRACTOR agrees to perform additional work at the unit price bid for all increases, or deduct for any decreases in the unit price bid.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR

________________________________________

________________________________________

________________________________________

OWNER

________________________________________

________________________________________

________________________________________
ORDINANCE NO. __________

AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS 3615 SOUTHSIDE BLVD., NAMPA, IDAHO, COMPRISING APPROXIMATELY 5.00 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 119-19 (Lanco, Inc. Annexation) at a public hearing held on July 1, 2019.

Section 2. The following described property, commonly known as 3615 Southside Boulevard, Nampa, Idaho, comprising approximately 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 1st day of July, 2019.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 1st day of July, 2019.

Attest:

Mayor Debbie Kling
City Clerk
FOR: Lanco  
JOB NO.: FE0219  
DATE: May 04, 2019

SUBDIVISION BOUNDARY PARCEL

A parcel of land being a portion of the SE1/4 SE1/4 of Section 02, Township 2 North, Range 2 West, Boise Meridian, Nampa, Canyon County Idaho, more particularly described as follows:

Commencing at the southeast corner of the SE1/4 SE1/4;

Thence N 00° 47' 44" E a distance of 678.64 feet along the east boundary of the SE1/4 SE1/4 to the POINT OF BEGINNING;

Thence N 89° 33’ 04” W a distance of 631.84 feet parallel with the north boundary of the SE1/4 SE1/4;

Thence N 00° 57’ 53” E a distance of 345.00 feet;

Thence S 89° 33’ 04” E a distance of 630.82 feet parallel with the north boundary of the SE1/4 SE1/4 to a point on the east boundary of the SE1/4 SE1/4;

Thence S 00° 47’ 44” W a distance of 345.00 feet to the POINT OF BEGINNING.

This parcel contains 5.000 acres more or less.

Also, this parcel is subject to all easements and rights-of-way of record or implied.
RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, IMPLEMENTING CHANGES IN THE RATES AND FEES CHARGED BY THE CITY OF NAMPA FOR DOMESTIC WATER.

WHEREAS, the City Council finds that it is appropriate to collect fees for domestic water services provided by the City and that without such fees these services would be funded by property tax revenues; 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 water rates and 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 adjust certain rates and fees charged by the City of Nampa for domestic water and adjust those 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 exhibits, 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 domestic water rate and 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 1st DAY OF JULY, 2019.

Approved:

______________________________
Mayor

Attest:

_______________________________
City Clerk
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Current Rate</th>
<th>Proposed Rate</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Residential 5/8&quot; Meter Base Charge</td>
<td>$19.66</td>
<td>$21.43</td>
<td>9.0%</td>
</tr>
<tr>
<td>No</td>
<td>Residential 3/4&quot; Meter Base Charge</td>
<td>$19.66</td>
<td>$21.43</td>
<td>9.0%</td>
</tr>
<tr>
<td>No</td>
<td>Residential 1&quot; Meter Base Charge</td>
<td>$19.66</td>
<td>$21.43</td>
<td>9.0%</td>
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<td>Residential Volume Charge - Block 3 (1401 ccf and above)</td>
<td>$1.30</td>
<td>$1.42</td>
<td>9.2%</td>
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**Comments on Competitiveness of New Rate**

The proposed rates represent an increase of 9% over current rates; rates are rounded to the nearest cent as per the 2018 cost of service analysis.

**Reasons why Fee Change is Needed and What New Funding will be Used for**

For operations, maintenance, and systematic replacement of water supply and infrastructure in order to continue to provide continuous and reliable utility services.
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 DOMESTIC WATER HOOKUP FEES.

WHEREAS, the City Council finds that it is appropriate to collect fees for domestic water 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 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 adjust certain rates and fees charged by the City of Nampa for domestic water and adjust those 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. Domestic water 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 domestic water 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 1st DAY OF JULY, 2019.

Approved:

__________________________________
Mayor

Attest:

__________________________________
City Clerk
### Department
Public Works - Water - Domestic Hookup Fees

### Effective Date
10/01/2019

<table>
<thead>
<tr>
<th>Trans Code</th>
<th>New Fee?</th>
<th>Description</th>
<th>Current Fees</th>
<th>Proposed Fees</th>
<th>Percent Change</th>
<th>Est Annual Dollar Incr</th>
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### Comments on Competitiveness of New Rate
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.

### Reasons why Fee Change is Needed and What New Funding will be Used for
Fee increase needed for systematic replacement of domestic water system 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.
PLANNING & ZONING DEPARTMENT

Before the Nampa City Council
Meeting of 1 JULY 2019

PUBLIC HEARING ITEM
STAFF REPORT

Analyst: Kristi Watkins
Applicant(s): David Bills, Lanco, Inc. as Applicant/Mason & Associates, Engineer
File(s): ANN-00119-19

Requested/Needful Action Approval(s)/Recommendation(s):

1. Annexation and Zoning to RS7 (Single Family Residential – 7,000 sq. ft.) zoning district
   (Decision Required: Action)

Pertaining to:
One (1) parcel of land located at 3615 Southside Blvd totaling some 5 acres, positioned in the SE ¼ of the
SE ¼ of Section 02, T2N, R2W, Boise Meridian, Canyon County, Nampa, also referred to as Parcel
#R2912301000 (hereinafter the “Property”)

HISTORY of PROPERTY

May 2019 – Preliminary Plat – Gemstone Subdivision; 18 lots including 16 single-family and 2 common
area lots. SPP-040-2019 Approval contingent upon approval of annexation by City Council at June 17,
2019 hearing.

ANNEXATION 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.

Nampa Comprehensive Plan, Chapter Five, Land Use encourages infill development to utilize
undeveloped land where existing city services are available.
ANNEXATION FINDINGS OF FACT

Regarding Applicant’s Proposed/Desired Annexation and Zoning Assignment Request Staff finds:

Current Jurisdiction/Status:
The Property is not currently within Nampa City; Property appears from aerial imagery to have one house and a shed that are proposed to be removed, but is otherwise vacant land; Property is either owned or optioned by the Applicant(s); and,

Surrounding Zoning:
See attached Vicinity Map:

North: Canyon County – AG (Agriculture)
South: Canyon County – AG (Agriculture)
East: RS 7 (Single Family Residential – 7,000 s.f. minimum lot size)
West: RA (Suburban Residential)

Immediately Surrounding Land Uses:
Generally: All areas immediately adjacent to this property are currently used as single-family residential with large lots.

Proposed Zoning:
RS 7 Zoning Request:
The RS 7 district is designed to accommodate medium density single-family developments with 7,000 square foot lot sizes; and,

Reasonable:
That it may be variously argued that consideration for zoning the Property is reasonable given that: a) the City has received an application to annex and zone the Property by amending its official city limits and zoning maps 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 for single-family residential uses – whether viewed north south or east to west; and, e) the Property is eligible by law for consideration for annexation and zoning; 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,

Public Interest:
That Nampa has determined that it is in the public interest to provide single-family housing opportunities as in-fill development. 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; and,

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. 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 together with other zoning statutes govern building heights, setbacks, and landscaping] against any construction on the Property; and,
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 Council should they approve the annexation request.

In summary, the Property may be annexed and zoned RS 7, but nothing will [ultimately] force the Council to do so. Given the findings noted above, however, the annexation and zoning to RS 7 is certainly an "entertainable" request and is recommended for this property...

AGENCY COMMENTS in regards to the ANNEXATION AND PRELIMINARY PLAT

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 June 12, 2019] is hereafter attached.

1. An April 24, 2019, memorandum from the Nampa City Engineering Division, authored by Caleb Laclair indicates:
   a. Southside Blvd is classified as a "Collector". Dedicate the required 40-feet from the section for public right-of-way; and,
   b. The City's water, sewer, and irrigation systems have adequate capacity to serve this development; and,
   c. Final design and construction shall adhere to all current City of Nampa policies, standards, and specifications; and,
   d. A ROW permit shall be obtained from the City of Nampa for work within Southside Blvd; and,
   e. An Erosion & Sediment Control Permit shall be obtained from the City of Nampa prior to construction; and,
   f. Provide improvements to continue irrigation service through the project or provide documentation as to why this has not been done; and,
   g. Upon final design of the project see additional comments for layout, access, utilities and drainage in the attached memo; and,

2. A April 30, 2019 memorandum from the Nampa City Engineering Division, GIS Section, authored by Craig Wilbur requesting a new, unique street name for Gemstone Ct and labeled as E (new name) Ct.; and,

3. A May 10, 2019 memorandum from the Nampa City Planner, Doug Critchfield in regards to the landscape plan with the following comments:
   a. Street trees on Southside Blvd are not on the approved street tree list in Nampa City Code Title 10, Chapter 33, please resubmit landscape plan
      i. Issued Resolved with revised plans dated May 10, 2019; and,

4. An April 24, 2019 letter from the Nampa & Meridian Irrigation District authored by David Duvall indicating that they have no comment on the Project; and,

5. An entry into the Energov permitting system dated April 8, 2019 and authored by Neil Jones in the Nampa Building Department states that the Building Department will require a top of foundation wall or a finish floor elevation for each lot, on the construction drawings with the final plat; and,
6. An April 8, 2019 email from Nampa Highway District #1 authored by Eddy Theil indicating that they have no objection to the proposed project; and,

7. A May 2, 2019 letter from Idaho Transportation Department (ITD) authored by Sarah Arjona indicating that ITD has no objection to the proposed project; and,

8. Staff has not received commentary from any surrounding property owners or neighbors either supporting or opposing this request.

**RECOMMENDED CONDITIONS OF APPROVAL**

Should the Council vote to approve Annexation and Zoning proposal, staff would recommend that the Council consider imposing the following Condition(s) of Approval against the requests/Applicant(s):

Generally:
1. The Developer/Development shall comply with all requirements imposed by City department/division and outside agencies involved in the review of this matter (see attached memos), including those imposed by former approval of the plat save where superseded by the following new requirements.

Specifically:
1. Provide a utility easement and dedication of right-of-way to the Engineering Department and meet other provisions listed in the Engineering Memo; and,
2. Provide revised street names on the final plat as per memo from Craig Wilbur; and,
3. Provide top of foundation wall or finish floor elevation, on the construction plans prior to final plat approval; and,
4. Apply for ROW and Erosion Control Permits with the City of Nampa; and,
5. <Any other condition(s) as the Commission concludes befit(s) the application package...>

**ATTACHMENTS**

- Copy of Vicinity Map (page/Exhibit 5)
- Copy of Comprehensive Plan Map snippet (page/Exhibit 6)
- Copy of aerial of Property and surrounds (pages/Exhibits 7)
- Copy of aerial photo showing utility line locations and diameters – blue water, pink pressure irrigation, green sewer (page/Exhibit 8)
- Copy of Preliminary Plat layout (page/Exhibit 9)
- Copy of the Minutes from P & Z, May 28 hearing. (pages/Exhibit 10-12)
- Copies of Annexation and Zoning and Preliminary Plat Application forms (pages/Exhibits 13-18)
- Copy of legal description of Property and zoning areas (pages/Exhibits 19)
- Copy of [any] inter-departmental/agency/citizen correspondence (pages/Exhibits 20 +)
3615 Southside Blvd.
Annexation and Zoning to RS7 and Preliminary Plat Approval for Gemstone Subdivision
SPP-00040-2019 and ANN-00119-2019
5/8/2019
Visit Planning & Zoning at cityofnampa.us for more info.
3615 Southside Blvd

Annexation & Zoning to RS 7 and Preliminary Plat Approval for Gemstone Subdivision

Visit Planning & Zoning at cityofnampa.us for more Info.
NAMPA PLANNING & ZONING COMMISSION
MINUTES OF REGULAR MEETING HELD
TUESDAY, MAY 28, 2019, 6:30 P.M.

Members: Lance McGrath - Chairman Bret Miller
Peggy Sellman – Vice Chair Ron Van Auker, Jr
Matthew Garner Rodney Ashby, Principal Planner
Adam Hutchings Kristi Watkins, Senior Planner
Harold Kropp Caleb LaClair – Assistant City Engineer
Steve Kehoe

Absent: Jeff Kirkman Norm Holm, Director

Chairman McGrath called the meeting to order at 6:47 p.m.

Approval of Minutes: Sellman motioned and Kehoe seconded to approve the Minutes of the May 14, 2019 Planning and Zoning Commission meeting. Motion carried.

Report on Council Actions. No City Council members present to report on City Council actions.

Chairman McGrath proceeded to the business items on the agenda. No Business Items on the Agenda.

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

Public Hearing No. 1:
Annexation and Zoning to RS-7 (Single Family Residential – 7,000 sq ft minimum lot size) zoning district, and Subdivision Preliminary Plat Approval for Gemstone Subdivision at 3615 Southside Blvd (16 single family detached lots on 5 acres for 3.2 dwelling units per gross acre – a 5 acre or 217,800 sq ft portion of the SE ½ Section 20 T2N R2W BM), for Mason and Associates, representing Lanco, Inc. (ANN-00119-2019 and SPP-00040-2019).

Chairman McGrath proceeded to public hearing.

David Bills, Lanco Inc, 3401 Montego Way, Nampa – the Applicant:
- Mr Bills explained the application was for annexation and RS-7 zoning for a 5 acre piece of ground and plat that parcel into 16 buildable lots and 3 common area lots.
- Mr Bills suggested the land could be considered infill, as although it had County land next door, there was City annexed property adjacent to the east and west.
- Although RS-7 zoning has been requested, the lots are larger and meet or exceed the RS-7 zoning district requirements and was also designed for compatibility with the adjacent County properties.
- Water and pressurized irrigation, continued Mr Bills was already located in Southside Blvd, and the sewer trunk line, and an easement has been secured for the City.
- Mr Bills noted details have been worked out with staff, and the street name will change to Onyx Ct.
- According to Mr Bills, a modified Landscape Plan had been submitted regarding approved street trees.

Senior Planner Watkins:
- Watkins indicated the location of the subject property, southwest of Ronald Reagan Elementary School.
- The subject property was not currently inside City limits and the applicants were requesting Annexation and RS-Zoning.
• The existing house and shed on the subject property will be removed prior to development, added Watkins.
• According to Watkins, the surrounding properties to the north and south are still in Canyon County and zoned Agricultural, and the properties to the east and west are residentially zoned and inside Nampa City limits.
• The RS-7 zoning designation has been requested for the subject property – designed to accommodate medium density single family developments, with 7,000 sq ft minimum lot sizes.
• The Gemstone Subdivision plat proposes a density of 3.2 units per acre and the minimum lot size is 7,202 sq ft.
• Watkins referred to the City of Nampa policy regarding infill developments.
• The Engineering Division did not require a Traffic Impact Study, advised Watkins, due to the minimal lot counts.
• City utilities are available to the property, and an easement was being obtained for the sewer.
• Watkins reviewed the Preliminary Plat, located on 5 acres, with 16 single family buildable lots and 3 common lots.
• According to Watkins, the proposed lots along the southern boundary were all greater than the required 10,000 sq ft minimum lot size for lot compatibility with a County developed subdivision. The lots to the north and the west are large single family lots with no structures immediately adjacent to the boundary of the subject property, and the plat is deemed compliant for lot compatibility.
• A Revised Landscape Plan has been submitted, stated Watkins, based on staff landscaping comments, and the Landscaping Plan has now been deemed compliant.
• Watkins reviewed the Staff Report, Agency comments, and recommended conditions of approval.
• Chairman McGrath inquired how the ingress/egress for Gemstone Subdivision would link up with the Clear Springs Subdivision No. 2 ingress/egress on the east side of Southside Blvd.
• LaClair discussed the access policy for the two subdivisions to line up. LaClair noted it would be a small infill development and the City would be willing to entertain a Variance request to the access policy. The Engineering Division had also asked the applicant to review the subdivision to see if there would be any options to pull the alignment closer together.
• Will Mason, of Mason and Associates advised the alignment was very close, within 40 ft.

Chairman McGrath proceeded to public testimony.

Kurt Priebe of 3431 Southside Blvd, Nampa.
• Mr Priebe stated his property was adjacent on the north side of the subject property.
• Mr Priebe questioned if there would be fencing between his property and the approximate 5 or 6 lots that would be located on the south side of his property line. Mr Priebe also questioned what type of fencing would be utilized.

• Mr Bills stated fencing was planned along the south side of Gemstone Subdivision, and they were uncommitted on the perimeter fencing on the north side, due to the fact that the existing fence may not be on the property line boundary. Typically, added Mr Bills, things have to be resolved and worked out as the project moves along.
• The existing fence, continued Mr Bills, was in fair condition. The trees along the property line will require a great deal of pruning and clean up and it will then be determined whether to put a fence in now or leave it as part of the homeowner choice.
• Mr Bills stated he understood Mr Priebe wanted to know about the fencing, however, it was difficult at the present time to be specific about the type of fence.
• According to Mr Bills, they would not be tearing out Mr Priebe’s fence.
• Mr Bills noted the trees, at least 200 ft tall, were on the property line and it would be difficult to construct a fence with those trees, and to commit ahead of time without knowing who owns the trees.

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

Motion 1:
Van Auker, Jr motioned and Sellman seconded to recommend to City Council Annexation and RS-7 zoning for the 5 acres located at 3615 Southside Blvd, for Lanco, Inc, subject to:
1. Provide a utility easement document and dedication of right-of-way to the City of Nampa Engineering Department
3. Provide revised street names as per memo from Craig Wilbur dated April 30, 2019.
4. Provide top of foundation wall or finish floor elevation, on the construction plans prior to final plat approval.

Nampa Planning and Zoning Commission Meeting – May 28, 2019
5. Apply for Right-Of-Way and Erosion Control Permits with the City of Nampa.
6. The utilities for the Development shall be completely installed and able to deliver service prior to 
any Building Permits being issued within the development. The water shall be sufficient in volume 
and pressure to provide sufficient adequate fire suppression for the Development in accordance with 
Fire Department policy or International Fire Code requirements as applicable.
7. Notes Correction(s): Developer’s engineer shall correct any spelling, grammar, punctuation and/or 
and numbering type errors that may be evident on the plat face and/or in the proposed plat 
development notes.
8. Any exceptions to City adopted subdivision design standards shall/will require separate design 
(exception) approval from the City Council.

Motion carried.

Motion 2:
Van Anger, Jr motioned and Hutchings seconded to approve the Preliminary Plat for Gemstone 
Subdivision at 3615 Southside Blvd for 16 residential lots and 3 common lots, subject to:
1. Provide a utility easement document and dedication of right-of-way to the City of Nampa 
Engineering Department
3. Provide revised street names as per memo from Craig Wilbur dated April 30, 2019.
4. Provide top of foundation wall or finish floor elevation, on the construction plans prior to final plat 
approval.
5. Apply for Right-Of-Way and Erosion Control Permits with the City of Nampa.
6. The utilities for the Development shall be completely installed and able to deliver service prior to 
any Building Permits being issued within the development. The water shall be sufficient in volume 
and pressure to provide sufficient adequate fire suppression for the Development in accordance with 
Fire Department policy or International Fire Code requirements as applicable.
7. Notes Correction(s): Developer’s engineer shall correct any spelling, grammar, punctuation and/or 
and numbering type errors that may be evident on the plat face and/or in the proposed plat 
development notes.
8. Any exceptions to City adopted subdivision design standards shall/will require separate design 
(exception) approval from the City Council.

Motion carried

Public Hearing No. 2:
Conditional Use Permit for a 40-Unit Senior (55+) Apartment Project (two 6-unit buildings, two 7-unit buildings, 
and one 14-unit building) in an RP (Residential Professional) zoning District adjacent and east of 416 W 
Greenhurst Rd. (Parcel R32179010 – a 2.66 acre portion of the SE 1/4 Section 33, T3N R2W BM), for Taylor 
Schmidt, Schmidt Investments, LP (CUP 135-2019).

Chairman McGrath proceeded to public hearing.

Taylor Schmidt of 2402 W Pleasanton, Boise – the applicant:
• Mr Schmidt stated the subject property was vacant land, currently zoned RP (Residential Professional).
• In order to build multi-family residential development, stated Mr Schmidt, a Conditional Use Permit was required.
• The intent, added Mr Schmidt, was to build a community strictly for seniors, and keep it affordable.
• The units will be single story, attached, with 2 bedrooms, 2 baths, in the 800 to 950 sq ft range.
• According to Mr Schmidt, there was a large need for senior housing in the Nampa area that was not subsidized.
• Kehoe inquired about the property to the north and Mr Schmidt replied it was a facility for seniors and would be 
compatible with the proposed development.

Principal Planner Ashby:
• The request, explained Ashby, was for a Conditional Use Permit for the multi-family residential project for seniors.
• Ashby noted the surrounding land uses, to the north the Well Spring Health and Rehabilitation Cascadia, a facility 
for senior housing and care. To the south, was the South Middle School, to the east a 4.46 acre residential lot, and 
to the west an RS-6 (Single Family Residential – 6000 sq ft minimum lot size) zoned 1.14 acre lot.

Nampa Planning and Zoning Commission Meeting – May 28, 2019
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)

Applicant Name: Lance, Inc

Street Address: 3400 S. Montego Way

City: Nampa State: ID Zip Code: 83686

Home Number: 208 880 2236

Email: david.ly@lanceinc.net

Applicant Name: Mike Burress

Street Address: 152 Cobb Rd

City: Nampa State: ID Zip Code: 83686

Mobile Number: 850 687 7179

Email: mikeburressorec@gmail.com

Property Owner Name

Applicant's interest in property: ( ) Own ( ) Rent ( ) Other Under Contract

ADDRESS OF SUBJECT PROPERTY:

Please provide the following required documentation

☐ Completed Application
☐ A copy of one of the following: ☐ Warranty Deed ☐ Proof Of Option ☐ Earnest Money Agreement
☐ Signed & Notarized Affidavit of Legal Interest (attached). Form must be completed by the legal owner
(If owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to show that the
person signing is an authorized agent)
☐ Original Legal description of property AND a legible WORD formatted document with Closure Calcs (Must
have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

Project Description

☑ State the zoning desired for the subject property: RL7

☑ State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for
the use of the subject property: Subdivision Plat

Dated this 22ND day of March, 2019

Applicant Signature: [Signature]

NOTICE TO APPLICANT

This application will be referred to the Nampa Planning Commission for a recommendation on the requested zoning. The Planning Commission shall hold a public hearing and will then make its recommendation to the City Council. The City Council will then hold a second public hearing. Notice of the public hearings must be published in the Idaho Press-Tribune 15 days prior to said hearings. Notice shall also be posted on the premises of the subject property not less than 1 week prior to the hearings. Notices will also be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.

OFFICE USE ONLY

FILE NUMBER: ANN - 19 - 2019 PROJECT NAME Annex + Zone to RL7

12/11/13 Revised
## A. GENERAL INFORMATION

<table>
<thead>
<tr>
<th>Subdivision Name</th>
<th>Total Acres</th>
<th>Intended Land Uses</th>
<th>Property Address(es)</th>
<th>Legal Description</th>
<th>Canyon County Parcel Account Number(s)</th>
<th>Existing Zoning</th>
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<tr>
<td>Gemstone</td>
<td>5</td>
<td>Residential, single-family, multi-family, commercial, industrial</td>
<td>3615 Southside Blvd</td>
<td>Attached</td>
<td>R2927010</td>
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### (County Zoning)

## B. OWNER/ APPLICANT INFORMATION

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<tr>
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C. SUBDIVISION INFORMATION

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<td>Total</td>
<td></td>
<td>18</td>
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</table>

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 5-22-19

For City Office Use Only

FEE $: ___________ CASH: _______ CHECK: _______ RECEIPT NO.: _______

DATE RECEIVED: ___________ RECEIVED BY: ___________ HEARING DATE: _______
AFFIDAVIT OF LEGAL INTEREST

STATE OF IDAHO

COUNTY OF CANYON

A. I, Michael B. Burgess, whose address is 1822 Cobb Dr, Pampa City, ID, 83651, 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 David Bills, whose address is ____________________________, 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 18th day of March, 2019

Signature

SUBSCRIBED AND SWORN to before me the 18th day of March, 2019.

Notary Public for South Carolina

Residing at: Greenwood, SC

Commission Expires: 11/16/2026
RE-24 VACANT LAND
REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY OR ACCOUNTANT BEFORE SIGNING.

NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR
REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

Page 1 of 7

ID# 20190314
DATE March 14, 2019

1. BUYER:
1.1. Name ____________________________
1.2. Address ____________________________
1.3. Phone # ____________________________
1.4. Fax # ____________________________
1.5. Email ____________________________

2. SELLING AGENCY:
2.1. Name ____________________________
2.2. Address ____________________________
2.3. Phone # ____________________________
2.4. Fax # ____________________________
2.5. Email ____________________________

3. LISTING AGENCY:
3.1. Name ____________________________
3.2. Address ____________________________
3.3. Phone # ____________________________
3.4. Fax # ____________________________
3.5. Email ____________________________

4. BUYER'S Initials _______ DATE 5/17/19
5. SELLER'S Initials _______ DATE 3/11/19

OFFICE PHONE # ___________ FAX # ___________

10. CITY ___________________ CANYON ___________________
11. COUNTY ___________________ ZIP ___________________
12. ID. ___________________ 83666 ___________________

This offer is contingent upon the sale, refinance, and/or closing of any other property. □ Yes □ No

FINANCING TERMS: Note: A+C+D+E must add up to total purchase price.

(A) $ ____________________________ DOLLARS, IS AND CONDITIONS (not including closing costs)

(B) ALL CASH OFFER: □ Yes □ No. If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with N/A (Not Applicable).

BROKER SHALL ____________________________

THE RESPONSIBLE BROKER SHALL BE ____________________________

(©)This agreement is contingent upon BUYER obtaining the following financing:

□ FHA □ VA □ CONVENTIONAL □ OTHER

LOAN APPLICATION: BUYER (has/have) been notified of the amount of the loan(s). Within _______ business days (ten [10] if left blank) of final acceptance of this agreement, BUYER shall furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to SELLER.

If such written confirmation is not received by SELLER(s) within the time allotted, SELLER(s) may at their option cancel this agreement by notifying BUYER(s) in writing of such cancellation within _______ business days (three [3] if left blank) after receiving written confirmation was required. If SELLER(s) does not cancel within the strict time period specified as set forth herein, SELLER(s) shall be deemed to have accepted such written confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction.

SELLER'S approval shall not be unreasonably withheld.

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JULY 2018 EDITION
RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT
Page 7 of 7

PROPERTY ADDRESS: 3615 Southside Blvd
Nampa 83686 ID#: 20190314

37. BUYER'S SIGNATURES:

□ SEE ATTACHED BUYER'S ADDENDUM(S): _________________________
(Specify number of BUYER addendum(s) attached.)

□ SEE ATTACHED BUYER'S EXHIBIT(S): ___________________________
(Specify number of BUYER exhibit(s) attached.)

BUYER does currently hold an active Idaho real estate license. □ BUYER is related to agent.

BUYER

Date 7/17/12 Time 7:30 p.m. Phone # 208-880-2235 Cell #

Address 3400 S. Montego Way

City Nampa State ID Zip 83686 Fax #

BUYER does currently hold an active Idaho real estate license. □ BUYER is related to agent.

BUYER

Date ___________ Time ___________ O.A.M. O.P.M. Phone # 856-687-7117 Cell #

Address __________________________________________________________

City __________________________ State _______ Zip ___________ Fax #

□ SELLER does currently hold an active Idaho real estate license. □ SELLER is related to agent.

SELLER

Date ___________ Time ___________ O.A.M. O.P.M. Phone # ________________________

Address __________________________________________________________

City __________________________ State _______ Zip ___________ Fax #

□ SELLER does currently hold an active Idaho real estate license. □ SELLER is related to agent.

SELLER

Date ___________ Time ___________ O.A.M. O.P.M. Phone # ________________________

Address __________________________________________________________

City __________________________ State _______ Zip ___________ Fax #

□ LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within ______ calendar days (three [3] if left blank) by BUYER initialing HERE ______ Date _______. If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.

This form is printed and distributed by the Idaho Association of REALTORS®. Inc. This form has been designed and its provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®. Use by any other person is prohibited. Copyright Idaho Association of REALTORS®. Inc. All rights reserved.
A tract of land situated in a part of the Southeast Quarter of the Southeast Quarter, Section 2, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and more particularly described as follows;

Commencing at the Southeast corner of said Southeast Quarter of the Southeast Quarter;

thence

North 0° 13' 00" East, a distance of 1023.64 feet along the Easterly boundary of said Southeast Quarter of the Southeast Quarter to the POINT OF BEGINNING, said point monumented with a 1/2 inch diameter iron pin; thence

South 89° 52' 39" West, a distance of 630.82 feet parallel with the Northerly boundary of said Southeast Quarter of the Southeast Quarter to a 1/2 inch diameter iron pin; thence

South 0° 23' 10" West, a distance of 345.00 feet to a 1/2 inch diameter iron pin; thence

North 89° 52' 39" East, a distance of 631.84 feet parallel with the Northerly boundary of said Southeast Quarter of the Southeast Quarter to a point on the Easterly boundary of said Southeast Quarter of the Southeast Quarter, said point monumented with a 1/2 inch diameter iron pin; thence

North 0° 13' 00" East, a distance of 345.00 feet along the Easterly boundary of said Southeast Quarter of the Southeast Quarter to the POINT OF BEGINNING.
DATE: April 24, 2019
TO: Planning and Zoning Commission
FROM: Caleb LaClair, P.E.
SUBJECT: Gemstone Subdivision – Annexation & Preliminary Plat

The Engineering Division has reviewed the Annexation and Preliminary Plat for Gemstone Subdivision and have the following comments:

Annexation & Zoning
1. Southside Blvd is classified a “Collector”. Dedicate the required 40-feet from section line for public right-of-way.

Preliminary Plat
General:
1. The City’s water, sewer, and irrigation systems have adequate capacity to serve this development.
2. Final design and construction shall adhere to all current City of Nampa policies, standards, and specifications.
3. A Right-of-way Permit shall be obtained from the City of Nampa for any work within the Southside Blvd right-of-way prior to start of construction.
4. 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 grading/construction.
5. There appears to be an irrigation lateral that runs along Southside Blvd and the southerly property boundary. Does this lateral serve properties beyond the project? If so, provide improvements to continue service through the project. If not, provide documentation to this effect.

Layout and Plat:
1. Reduce the Southside Blvd right-of-way dedication to 40’. 
2. The hammerhead turnaround is subject to the review and approval of the Nampa Fire Department. All dimensions and radii shall be labeled on the Final Plat and Construction Drawings.
3. A public utility easement shall be provided over the sewer line where it is located outside of the public street. Said easement shall have a 20' minimum width and be centered on the sewer. The easement shall be created via the Final Plat or by separate instrument and shown/noted on the Plat.

Access and Roadways:
1. The proposed access violates the City's access policy for spacing distance to E Dark Springs Ave. It is preferred that the two accesses line up. Please review feasibility of this with City Engineering prior to Final Plat submittal. We understand options are limited given the in-fill nature of the site. A variance may be allowed given the small volume of traffic generated by the project.
2. Improvements along the Southside Blvd frontage shall be limited to sidewalk, drainage facility (e.g. borrow ditch), and pavement taper to the existing roadway. Pavement shall be expanded at the intersection to cover the pedestrian crossing.
3. Curb ramps at the Southside Blvd intersection shall be directional style. Chamfer right-of-way at intersection as needed to contain the sidewalk.
4. Revise the interior street section to meet the “Standard Local (2)” dimensions per Table 80.07.1, Section 101, Division 100 of the 2017 City of Nampa Engineering Development Process and Policy Manual.
5. The Traffic Index for Southside Blvd shall be 8.

Utilities:
1. A public utility easement shall be secured for the offsite sewer prior to approval of construction drawings. Said easement shall have a 20' minimum width and be centered on the sewer.
2. Remove the intermediate offsite manhole. The City will allow the sewer length to exceed 400' in this instance.
3. Provide a 20' wide all-weather surface access to the sewer manhole located in Lot 12 for maintenance.
4. Revise the drainage swale in Lot 12 to be outside of the sewer easement.
5. Potable and non-potable service spacing shall be 6' minimum per IDAPA Policy 58.01.08.

Drainage:
1. The final grading plan and drainage calculations shall identify which lots are front versus split draining. The entire area of front draining lots shall be included in the drainage swale volume calculation, and/or identify measures to retain rear yard runoff on the lots.
2. Include design for Southside Blvd borrow ditch or alternative facility in the final drainage calculations.
3. The supplied geotechnical report did not include site specific infiltration testing and did not recommend subsurface stormwater disposal given the encountered soil and bedrock conditions. An infiltration test shall be performed at the proposed drainage facility prior to Construction Drawing approval to confirm design feasibility.
April 30, 2018

RE: Gemstone Subdivision - Preliminary Plat

To: William Mason

cc: Sylvia Mackrill

The following changes must be made prior to submitting for signatures:

- Propose new, unique street name for Gemstone Ct 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).
  - (New Name) Ct should be E (New Name) Ct

Sincerely,

Craig Wilbur
GIS Technician II
Engineering Division
City of Nampa
(208) 468-5451
The above listed project Landscape Plans have been reviewed by the City of Nampa’s Planning Department for compliance with all applicable planning codes, and the following items and/or revisions are required prior to Planning approval:

1. **Street Trees on Southside Blvd.** The trees that are specified are not on the approved street tree list. Please refer to City of Nampa Title 10, Chapter 33 for a list of approved street trees and requirements for their placement. Please resubmit landscape plans for approval.

If you have questions or would like to discuss this interpretation of the planning code, please call my direct line at (208) 468-5406.

Doug Critchfield
Senior Planner
Nampa Planning Dept.
E-mail address: critchfieldd@cityofnampa.us
April 24, 2019

Norman L. Holm, Planning Director
City of Nampa
411 3rd Street South
Nampa, ID 83651

RE: SPP-00040-2019/ Gemstone Subdivision; 3615 Southside Boulevard

Dear Norm:

Nampa & Meridian Irrigation District (NMID) has no comment on the above-referenced application as no facilities are impacted and plans show storm water is retained on site.

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
Building Department will require a top of foundation wall or a finish floor elevation for each lot, on the construction drawings with the final plat.
Good Morning Shellie,

Nampa Highway District #1 has no objection as the subject property does not access onto Highway District right-of-way.

Thank you,

Eddy

---

Good Afternoon Everyone,

Re: SPP 00040-2019 and ANN-00119-2019

Mason and Associates representing Lanco, Inc. has requested the following:

- Annexation and Zoning to RS7 (Single Family Residential – 7,000 sq. ft.) zoning district at 3615 Southside Blvd. for Gemstone Subdivision (16 single family detached lots on 5 acres for 3.2 dwelling units per gross acre - a 5-acre or 217,800 sq. ft. portion of the SE ¼ SE 1/4, Section 20, T2N, R2W, BM).

- Subdivision Plat Preliminary Approval for Gemstone Subdivision at 3615 Southside Blvd. (16 single family detached lots on 5 acres for 3.2 dwelling units per gross acre - a 5-acre or 217,800 sq. ft. portion of the SE ¼ SE 1/4, Section 20, T2N, R2W, BM).

These applications will go before the Planning and Zoning Commission as a public hearing item on the May 28, 2019 agenda.

Please find attached SPP 00040-2019 and ANN-00119-2019 files for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) no later than May 10, 2019.

Thank you & Have a great day!
Good Morning Shellie,

Nampa Highway District #1 has no objection as the subject property does not access onto Highway District right-of-way.

Thank you,

Eddy

Eddy Thiel
ROW
eddy@nampahighway1.com
4507 Highway 45 • Nampa, ID 83686
TEL 208.467.6576 • FAX 208.467.9916

From: Eddy Thiel
Sent: Monday, April 8, 2019 7:17 AM
To: 'Shellie Lopez' <lopes@cityofnampa.us>
Subject: RE: SPP 00040-2019 and ANN-00119-2019

Re: SPP 00040-2019 and ANN-00119-2019

Mason and Associates representing Lanco, Inc. has requested the following:

- Annexation and Zoning to RS7 (Single Family Residential – 7,000 sq. ft.) zoning district at 3615 Southside Blvd. for Gemstone Subdivision (16 single family detached lots on 5 acres for 3.2 dwelling units per gross acre - a 5-acre or 217,800 sq. ft. portion of the SE ¼ SE 1/4, Section 20, T2N, R2W, BM).

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These applications will go before the Planning and Zoning Commission as a public hearing item on the May 28, 2019 agenda.
May 2, 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>
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<tr>
<td>Project Name</td>
<td>GEMSTONE SUBDIVISION</td>
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<tr>
<td>Project Location</td>
<td>3615 Southside Boulevard, east of SH-45 milepost 24.36</td>
</tr>
<tr>
<td>Project Description</td>
<td>Annexation and zoning to RS7 (single Family Residential – 7,000 square feet) zoning district</td>
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<tr>
<td>Applicant</td>
<td>Mason and Associates</td>
</tr>
<tr>
<td>Representing</td>
<td>Lanco, Inc</td>
</tr>
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The Idaho Transportation Department (ITD) reviewed the referenced annexation and zoning application and has the following comments:

1. This project does not abut the State highway system.
2. 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 annexation and zoning 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
STAFF REPORT – PUBLIC HEARING

Vacation of a 10' wide Public Utilities, Drainage and Irrigation Easement running along the west side of Lot 2, Block 2 for 341.93 feet; and along the south side of Lot 2, Block 2 for 700 feet; and, Vacation of the 5' wide Public Utilities, Drainage and Irrigation Easement along the east side of Lot 2 Block 2 for 297.2 feet; and along the west side of Lot 1, Block 2 for 297.2 feet, within the Broadmore Commercial Park First Addition Subdivision Plat, south of Shannon Drive, in the NE ¼ Section 16, T3N, R2W, Instrument No. 827059, Recorded April 7, 1978.

Applicant: Richard Evans, Applicant; AgEquity, LLC, Owners

File No: VAC 038-19

Prepared By: Kristi Watkins

Date: June 22, 2019

Requested Action: Decision to approve Vacation of a 10' & 5' wide Public Utilities, Drainage and Irrigation Easements.

Purpose: The Public Utility, Drainage and Irrigation Easements need to be vacated because the easements no longer exist and all the public utilities serving the property have been placed in alternate locations.

GENERAL INFORMATION

Location: A portion of Lot 2, Block 2 and Lot 1, Block 2 of the Broadmore Commercial Park First Addition Subdivision, NE ¼ Section 16, T3N, R2W, Instrument No. 827059 on Shannon Drive, Nampa.

Size of Vacation Area: A 13,391 sq. ft. area (interior to the subject property)

Existing Zoning: BC (Community Business)
Surrounding Land Use and Zoning:
North- BC (Community Business)
South- BC (Community Business)
East- BC (Community Business)
West- BC (Community Business)

Comprehensive Plan Designation: Shown as Parks, is proposed to be changed in updated Comprehensive Plan to match existing zoning, due to the elimination and sale of the golf course property.

Description of Existing Uses: Upon sale of the golf course property, the entire area along Broadmore and Shannon is being redeveloped as commercial and industrial uses.

APPLICABLE REGULATIONS

Respecting easement vacation requests, our code states that,

10-27-12-D-3: Vacation To Erase Easement or Right Of Way: Vacation approval shall be required in order to either erase some or all of an easement or right of way. Vacation approval shall be required in order to move the location of all or part of an already platted and recorded right of way or easement. Processing of vacation requests for easements and/or rights of way shall be executed in accordance with provisions of Idaho state code. Right of way vacations shall be done by ordinance of the city council and approved first by the same during a public hearing. Alternatively, a replat of a subdivision may also serve to vacate easements and/or rights of way when filed, approved by the city, and then recorded. (Ord. 4070, 10-7-2013)

State law does not require the consent of adjoining property owners for the vacation of easements.

STAFF FINDINGS OF FACT

Planning & Zoning History: The parcel itself has no history recorded with Planning and Zoning beyond the original plat. The area to the south was re-zoned in 2017 from Public to IL and BC.

Public Utilities: As this area has recently developed, the ROW of N Broadmore Way includes water and sewer. Irrigation lines are located within properties adjacent to the subject property.

Environmental: No Affect.

Correspondence: Any correspondence from City departments/divisions and outside agencies or the citizenry is attached to this document. Comments may express opinions regarding the application or be geared towards recommending Conditions of
Approval should the application be approved. The correspondence from agencies are listed as follows:

1. An email, dated June 10, 2019, authored by Neil Jones, Nampa Building Department, which states no conditions at this time; and,

2. An email dated June 13, 2019, authored by Juan Vergara, Nampa Code Compliance, which states; “There’s an open and active case at this time for weeds at this location. They have sprayed and are working on the issue”; and,

3. An email dated, June 20, 2019, authored by Sarah Arjona, Idaho Transportation department, stating that ITD has no comment on this project; and,

4. A memo date June 21, 2019, authored by Caleb LaClair, Nampa Engineering Department, which states that Engineering does not oppose this request because the city does not maintain any utilities within the subject easement and concurs that utilities are associated with a new easement dedication in the Broadmore Industrial Park subdivision plat.

Planning staff sees no reason why the requested easement vacation should not be approved.

RECOMMENDED APPROVAL CONDITIONS

Should the City Council vote to vacate the land(s) associated with this application as described in certain documents and by exhibit(s) hereafter attached and made a part of this record, then Staff recommends that the Council condition their approval to vacate on Applicant/application compliance with the following Conditions of Approval:

1. That the applicant complies with all City department/division or outside agency requirements pertinent to this matter.

ATTACHMENTS

Application (Page 4)
Zoning and vicinity map (Page 5)
2015 Aerial map (Page 6)
Utility location map (Page 7)
Easement vacation map (Pages 8)
Agency and other correspondence (Pages 9+)
APPLICATION FOR VACATION OF EASEMENT, PUBLIC RIGHT-OF-WAY OR PLAT
PLANNING AND ZONING DEPARTMENT
411 3RD STREET S., NAMPA, IDAHO 83651  P: (208) 468-4487  F: (208) 465-2261
Nonrefundable Fee: $505.00

Applicant Name: Richard Evans
Home Number: (208) 890-8944

Street Address: 9560 W Pebble Brook Lane
Mobile Number: (208) 598-0355
City: Garden City  State: ID  Zip code: 83714
Email: richardevans@q.com

Property Owner Name: AgEquity, LLC
Home Number: 
Street Address: 89 North Alton Avenue
Mobile Number: 
City: Glenns Ferry  State: ID  Zip code: 83623
Email: agequity@hughes.net

Applicant’s interest in property: (X) Own  ( ) Rent  ( ) Other

ADDRESS OF SUBJECT PROPERTY: 135 N Shannon Drive, Nampa, ID

Subject Property Information
Please provide the following REQUIRED DOCUMENTATION to complete the Vacation

☐ A copy of one of the following: ❑ Warranty Deed  ❑ Proof Of Option  ❑ Earnest Money Agreement

☐ List of names, addresses AND written consent of the owners and contract purchasers of all property adjoining the vacated portion

☐ Signed & Notarized Affidavit of Legal Interest (attached). Form must be completed by the legal owner (If owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to show that the person signing is an authorized agent)

☐ Original Legal description of property AND a legible WORD formatted document. (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

☐ Sketch drawing of the portion proposed to be vacated

Project Description
State (or attach a letter stating) the reason you desire the easement, public right-of-way, plat or part thereof to be vacated: In 1977 this easement was created to serve a particular purpose and now the underlying purpose for the easement no longer exists. This easement was granted for utilities. Subsequent to the 1977 easement, all the public utilities serving the property have been placed in a different location with their own legal description.

Dated this ___ day of May ____, 2019

Applicant Signature

PLEASE NOTE
This application will be referred to the Nampa City Council. If the Council desires, it may refer the application to the Planning Commission for its recommendation. If the application is recommended for approval the City Council shall hold a public hearing.

Written notice of the public hearing shall be sent to all property owners within 300 feet of the boundaries of the proposed vacation by certified mail with return receipt, at least 10 days prior to the date of the public hearing. Notice shall also be published once a week for 2 successive weeks in the Idaho Press-Tribune, with the last publication at least 7 days prior to the hearing. You will be given notice of the public hearings and should be present to answer any questions.

OFFICE USE ONLY
FILE NUMBER: VAC-038 - 20  P  PROJECT NAME: Vacate Utility Easement

12/11/13 Revised
135 Shannon Drive – 2015 Image, 2019 Parcel data
135 SHANNON DRIVE
Vacation of Easement

Visit Planning & Zoning at cityofnampa.us for more info.

County Parcels
Pressure Irrigation Line
Sewer Main
Domestic Water Lines
Building Department has no conditions at this time.

Richard Evans, representing AgEquity, LLC has submitted for Vacation of the 10 ft Public Utilities, Drainage and Irrigation Easement within the Broadmore Commercial Park First Addition Subdivision Plat, running along the west side of Lot 2, Bk 2 for 341.93 ft; along the south side of Lot 2, Bk 2 for 700 ft; and, Vacation of the 5 ft wide Public Utilities, Drainage and Irrigation Easement along the east side of Lot 2, Bk 2 for 297.20 ft; and along the west side of Lot 1, Bk 2
Good morning Sylvia,

Property 135 SHANNON DR.
CC19-000638
R: 1303401300
There's an open and active case at this time for weeds at this location. They have sprayed and working on the issue. Case #CE2019-000886.

Have a great day.

JUAN VERGARA SR, Officer II
Code Compliance & Community Relations.
O: 208.468.5473, C: 208.284.8811
2112 W. Flamingo Rd., Nampa, ID 83651
City of Nampa – Like us on Facebook

Notice: All communication transmitted within the City of Nampa Email system may be a public record and may be subject to disclosure under the Idaho Public Records Act (Idaho Code 74-101 et seq.) and as such may be copied and reproduced by members of the public. In addition, archives of all City emails are generally kept for a period of two years and are also subject to monitoring and review.
Sylvia Mackrill

From: D3 Development Services <D3Development.Services@itd.idaho.gov>
Sent: Thursday, June 20, 2019 4:27 PM
To: Sylvia Mackrill
Subject: [External] VAC-00038-2019 Vacation of Utility Easements Broadmore Commercial Park

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon,

ITD has received application VAC-00038-2019 for review and has no comments.

Thank you,

Sarah Arjona
Development Services Coordinator
ITD District 3
(208) 334-8338

From: Sylvia Mackrill <mackill@cityofnampa.us>
Sent: Friday, June 7, 2019 12:36 PM
To: Addressing <Addressing@cityofnampa.us>; Beth Imeck <imeck@cityofnampa.us>; bob.parsons@phd3.idaho.gov; Bobby Sanchez <sanchezb@cityofnampa.us>; bocc@canyonco.org; Brent Hoskins <hoskinsb@cityofnampa.us>; Caleb LaClair <calclair@cityofnampa.us>; Canyon Highway District No. 4 (chopper@canyonhd4.org) <chopper@canyonhd4.org>; Carl Miller - Compass of Idaho (cmiller@compassidaho.org) <cmiller@compassidaho.org>; Chaneec Grant <grant@nmid.org>; Cody Swander <swanderc@cityofnampa.us>; Daniel Badger <BadgerD@cityofnampa.us>; deerflat@fus.gov; Don Barr <barrd@cityofnampa.us>; Doug Critchfield <critchfieldd@cityofnampa.us>; Eddy Thiel <eddy@nampahighway1.com>; Elijah Effinger <effingere@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>; D3 Development Services <D3Development.Services@itd.idaho.gov>; Ken Keene <keene@cityofnampa.us>; Kent Lovelace <lovelacek@cityofnampa.us>; kfunke@idahopower.com; mark@pioneerirrigation.com; Melissa Close <closem@cityofnampa.us>; Monica Taylor <monica.taylor@intgas.com>; Neil Jones <jonesn@cityofnampa.us>; Nick@nampahighway1.com; nmid@nmid.org; nre.easement@centurylink.com; Patrick Sullivan <sullivanp@cityofnampa.us>; Phillip Roberts <robertsp@cityofnampa.us>; pnilsson@canyonco.org; Ray Rice <ricer@cityofnampa.us>; rdewey@nsd131.org; Reggie Edwards <edwards@cityofnampa.us>; Richard Davies <daviesr@cityofnampa.us>; Shellie Lopez <lopes@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: [EXTERNAL] VAC-00038-2019 Vacation of Utility Easements Broadmore Commercial Park - for Richard Evans

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Richard Evans, representing AgEquity, LLC has submitted for Vacation of the 10 ft Public Utilities, Drainage and Irrigation Easement within the Broadmore Commercial Park First Addition Subdivision Plat, running along the west side of Lot 2, Bk 2 for 341.93 ft; along the south side of Lot 2, Bk 2 for 700 ft; and, Vacation of the 5 ft wide Public Utilities, Drainage and Irrigation Easement along the east side of Lot 2, Bk 2 for 297.20 ft; and along the west side of Lot 1, Bk 2
DATE: June 21, 2019
TO: Planning and Zoning Department
FROM: Caleb LaClair, P.E., Nampa Assistant City Engineer
CC: Daniel Badger, P.E., Nampa City Engineer
CC: Tom Points, P.E., Nampa City Public Works Director
APPLICANT: Richard Evans
OWNER: AgEquity, LLC
ADDRESS: 135 N Shannon Drive

The Engineering Division does not oppose the request. The City does not maintain any utilities within the subject easement. The property was recently developed as part of the Broadmore Industrial Park with new utilities and associated easement dedication.
PUBLIC HEARING ITEM
STAFF REPORT

Applicants/Representative(s): Bryan Crookham
File No(s).: VAC 039-2019
Analyst: Rodney Ashby

Requested Action(s): Vacation of Right-Of-Way
Vacation of the remaining twenty two (22) ft (Vacation of the first ten (10) ft of Greenbelt Easement accomplished under Ordinance 2300, Instrument No. 9302034 Recorded January 29, 1993) of the Greenbelt Easement running through the east side of 1024 Augusta Drive, within an RS-6 (Single Family Residential – 6000 sq ft minimum lot size) zoning district.

The Applicant(s) state they are requesting the easement vacation in order to install an in-ground swimming pool in the existing easement area.

(Decision Required: Decision)

GENERAL INFORMATION

Applicant: Bryan Crookham (Owner)

Existing Zoning: Single Family Residential RS6 (6000 sq ft minimum lot size)

Location and Size of Vacation Area: Approximately twenty two (22') ft along the eastern and a portion of the northern property line at 1024 Augusta Dr., Lot 14, Block 1, Augusta Subdivision, in the Canyon County Book 8 of Plats, in the NW ¼ Section 33 T3N, R2W.

Surrounding Land Use and Zoning:
North- RS6 Zoning District (Nampa Wilson Pathway)
South- RS6 Zoning District (Single Family Residential)
East- RS6 Zoning District (Single Family Residential)
West- RS6 Zoning District (Single Family Residential)
Comprehensive Plan Designation: Medium Density Residential

Applicable Regulations:

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)

SPECIAL INFORMATION

Correspondence: Attached as exhibits are comments from multiple agencies. No comments opposed the vacation of the easement except from the Nampa’s Parks Division. The memo states:

"Nampa Parks finds it imperative to retain the easement for the Wilson Pathway along this property's northeast boundary, along the existing pathway. I would like to see the entire 22 foot easement retained along that area. This easement is necessary for any future maintenance and to ensure ample space for the pathway as it sits in its current location.

However, along the property's east boundary, Parks has no objection if that portion of the easement was vacated."

STAFF FINDINGS AND DISCUSSION

Planning staff acknowledges that a once planned for micro-path into the subdivision is likely not feasible at this time. However, the existing easement provides an assurance to the parks department that the existing pathway, which appears to clip the corner of the subject property, will remain a lawful use and placement. In addition, the easement will ensure that Nampa Parks Department is able to maintain the existing pathway.

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.
Recommendation:
Based on the concerns stated by the Nampa Parks Division, staff recommends that the City Council considering vacation of the easement for the eastern side of the property as has been proposed, but leave twenty two feet (22') of easement on the northern property line where it exists. Objectives and strategies in the Comprehensive Plan call for expanding an protecting the city's network of pathways, specifically highlighting the Wilson Pathway as an important amenity for the city. Staff recommendation includes adherence to these principles, goals, and strategies.

RECOMMENDED CONDITIONS OF APPROVAL

Should the City Council vote to vacate the pathway easement requested by the applicant, staff recommends that the Council condition their approval to vacate, on Applicant/application compliance with the following Conditions of Approval:

Generally
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.

Specifically
1. The vacation shall exclude twenty-two foot (22') width along the property line running along the existing Wilson Pathway.

ATTACHMENTS/EXHIBITS

- Vacation Application (page/Exhibit 4)
- Applicant Purpose Letter (page/Exhibit 5)
- Zoning “Vicinity Map” (page/Exhibit 6)
- Aerial (page/Exhibit 6)
- August Subdivision Plat and Applicant’s diagram showing the proposed vacation (pages/Exhibits 7-8)
- Ordinance 2300 – Vacating the northern 22' (page/Exhibit 9-10)
- Copies of any agency/owner/citizen correspondence, etc. (pages/Exhibits 11+)
### Applicant Name
Bryan Crookham

### Street Address
1024 Augusta Dr.

### City, State, Zip code
Nampa, ID 83686

### Home Number
208-466-9160

### Mobile Number
208-946-9160

### Email
BryanCrookham@gmail.com

---

### Property Owner Name
Bryan Crookham

### Street Address
1024 Augusta Dr.

### City, State, Zip Code
Nampa, ID 83686

### Home Number
208-466-9160

### Mobile Number
208-880-60158

### Email
BryanCrookham@gmail.com

---

### Applicant’s interest in property:
- [ ] Own
- [ ] Rent
- [ ] Other

### Address of Subject Property:
1024 Augusta Dr. Nampa, ID 83686

---

### Subject Property Information
Please provide the following REQUIRED DOCUMENTATION to complete the Vacation:

- [ ] A copy of one of the following: ✓ Warranty Deed  □ Proof Of Option  □ Earnest Money Agreement
- [ ] List of names, addresses AND written consent of the owners and contract purchasers of all property adjoining the vacated portion
- [ ] Signed & Notarized Affidavit of Legal Interest (attached). Form must be completed by the legal owner (If owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to show that the person signing is an authorized agent)
- [ ] Original Legal description of property AND a legible WORD formatted document. (Must have for final recording)
- [ ] Old or illegible title documents will need to be retyped in a WORD formatted document.
- [ ] Sketch drawing of the portion proposed to be vacated

---

### Project Description
- [ ] State (or attach a letter stating) the reason you desire the easement, public right-of-way, plat or part thereof to be vacated:

  WE WOULD LIKE TO INSTALL A ABOVE GROUND
  SWIMMING POOL IN OUR YARD. PART OF THE POOL AND DECKING
  AS PLANNED WOULD SIT IN THIS EASEMENT.

Dated this **4TH** day of **JUNE**, 2019

**Applicant Signature**

---

**PLEASE NOTE**

This application will be referred to the Nampa City Council. If the Council desires, it may refer the application to the Planning Commission for its recommendation. If the application is recommended for approval the City Council shall hold a public hearing.

Written notice of the public hearing shall be sent to all property owners within 300 feet of the boundaries of the proposed vacation by certified mail with return receipt, at least 10 days prior to the date of the public hearing. Notice shall also be published once a week for 2 successive weeks in the Idaho Press-Tribune, with the last publication at least 7 days prior to the hearing. You will be given notice of the public hearings and should be present to answer any questions.

---

**OFFICE USE ONLY**

**FILE NUMBER:** **VAC-39-2019**

**PROJECT NAME:** **VACATE GREENBELT EASEMENT**

12/11/13 Revised
June 4, 2019

City of Nampa
Planning and Zoning Department
411 3rd St S.
Nampa, ID 83651

To whom it may concern,

We are applying to the City of Nampa to vacate the remaining greenbelt easement that runs through our property at 1024 Augusta Drive. We would like to build an in-ground swimming pool and this old easement if prohibiting us from securing the appropriate permits. A portion of the original easement was vacated in 1992 or 1993, but it is our understanding that twenty-two feet of the original easement remains. We are requesting that as much of that twenty-two feet of easement as possible be vacated.

Please let me know if you have questions or need anything further from us.

Sincerely,

[Signature]
Bryan Crookham
This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.
OLD GREENBELT EASEMENT
WE WOULD LIKE VACATED IN FULL.
This map is furnished as an accommodation strictly for the purposes of generally locating the land. It does not represent a survey of the land or imply any representations as to the size, area, or any other facts related to the land shown hereon.
ORDINANCE NO. 2300

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO, VACATING A PORTION OF AN EASEMENT LOCATED IN AUGUSTA SUBDIVISION, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

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

That the following described portion of an easement located in Augusta Subdivision, Nampa, Idaho, be and the same is hereby VACATED. That the real property hereby vacated is more particularly described as follows, to-wit:

The West ten feet of the greenbelt easement through the East side of Lots 14 and 15, Block 1, of Augusta Subdivision as of record in the Canyon County Recorder's office at Page 38-1/2 in Book 8 of Plats.

That the City Engineer is hereby instructed and directed to alter the Use and Area Map in accordance with the above vacation.


Approved:

By
Mayor

Subscribed and sworn to before me this 19th day of January, 1992.

Diana Lambing, Notary

Recorded by: Nampa, Canyon County, Idaho

Commission Expires: 12/21/93
VACATION OF EASEMENT IN LOTS 14 & 75, BLOCK 1 IN AUGUSTA SUBDIVISION FOR MIKE BLEDSOE 02.5-9294
Hi Rodney,

Nampa Parks finds it imperative to retain the easement for the Wilson Pathway along this property's northeast boundary, along the existing pathway. I would like to see the entire 22 foot easement retained along that area. This easement is necessary for any future maintenance and to ensure ample space for the pathway as it sits in its current location.

However, along the property’s east boundary, Parks has no objection if that portion of the easement was vacated.

Thank you,

Cody Swander
Nampa Parks Division

-----Original Message-----
From: Rodney Ashby <ashbyr@cityofnampa.us>
Sent: Tuesday, June 25, 2019 3:52 PM
To: Cody Swander <swanderc@cityofnampa.us>
Subject: FW: Scanned from a Xerox Multifunction Printer

Cody,

Here is the application we spoke of and some other exhibits that may help. Thanks for your quick response.

Rodney Ashby, AICP
(208)468-5457

-----Original Message-----
From: Xerox Scanning <xerox@cityofnampa.us>
Sent: Tuesday, June 25, 2019 2:31 PM
To: Rodney Ashby <ashbyr@cityofnampa.us>
Subject: Scanned from a Xerox Multifunction Printer

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location:
Device Name: 8R589
The Engineering Division does not oppose the request to vacate the Greenbelt Easement as reflected along the east side of Lot 14, Block 1 of the Augusta Subdivision (1024 Augusta Drive). In our opinion, the Greenbelt Easement should also be vacated across Lot 15, Block 1 (1028 Augusta Drive) as it serves no purpose. The City would still retain the 30' wide Sanitary Sewer Easement located across the south side of Lot 14, Block 1.
June 14, 2019

Norman L. Holm, Planning Director
City of Nampa
411 3rd Street South
Nampa, ID 83651

RE: VAC039 19/1024 Augusta Drive

Dear Norm:

Nampa & Meridian Irrigation District (NMID) has no comment on the request to vacate "pathway" easement for the above-referenced application. However, NMID has an easement for the Wilson Drain on the east end of this property and must be protected.

The easement for the Wilson Drain at this location is a minimum of one hundred feet (100') total, fifty feet (50') 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
Hi Sylvia,

Nampa Highway District #1 has no comment.

Thank you,

Eddy
Hi Sylvia, CenturyLink does not have facilities within the PUE to be vacated, so has no objections or reservations. The requester should understand that if the PUE is lost it will be difficult for them to obtain service. Thanks.

Brad Baker
Faulk & Foster | CenturyLink
Network Infrastructure Services
11108 Chennault Beach Rd
Mukilteo WA 98275
cell: 425.286.4017

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Building Department has no conditions at this time.

Neil Jones  
Assistant Building Official  
P: 208.468-5492  F: 208.468.4494  
jonesn@cityofnampa.us  
Department of Building Safety. Like us on Facebook

From: Sylvia Mackrill <mackrill@cityofnampa.us>  
Sent: Monday, June 10, 2019 9:02 AM  
To: Addressing <Addressing@cityofnampa.us>; Beth Ineck <ineck@cityofnampa.us>; Bobby Sanchez <sanchezb@cityofnampa.us>; bocc@canyonco.org; Brent Hoskins <hoskinsb@cityofnampa.us>; Caleb LaClair <laclass@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 <grantm@nmid.org>; Cody Swander <swander@cityofnampa.us>; Daniel Badger <BadgerD@cityofnampa.us>; deerflat@gov.org; Don Barr <barrd@cityofnampa.us>; Doug Critchfield <critchfield@cityofnampa.us>; Eddy Thiel <eddy@nampahighway1.com>; Elijah Effinger <effinger@cityofnampa.us>; Eric R Shannon <eric@nampahighway1.com>; gwiles@nampachristianschools.com; Jared Bryan <bryan@cityofnampa.us>; Jason Kimball <kimballc@cityofnampa.us>; Jay Young <youngj@cityofnampa.us>; Jeff Barnes <barnes@cityofnampa.us>; jenny.titus@vallive.org; jessica.mansell@intgas.com; Jim Brooks <brooks@cityofnampa.us>; Ken Couch - Idaho Transportation Dept, District 3 (D3Development.Services@itd.idaho.gov); Ken Keene <keene@cityofnampa.us>; Kent Lovelace <lovelacek@cityofnampa.us>; kfukne@idahopower.com; mark@pioneerirrigation.com; Melissa Close <closem@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>; pmilsson@canyonco.org; Ray Rice <ricer@cityofnampa.us>; rdewe@nsd131.org; Reggie Edwards <edwardsr@cityofnampa.us>; Richard Davies <daviesr@cityofnampa.us>; Shellie Lopez <lopezs@cityofnampa.us>; Soylaya Reina <reynas@cityofnampa.us>; Tammy Wallen <twallen@nsd131.org>; Tom Points <pointst@cityofnampa.us>; UCC ben melody <ben.melody@intgas.com>; vcharles@idahopower.com  
Subject: VAC-00039-2019 Vacation of Greenbelt Easement for 1024 Augusta Dr for Bryan Crookham

Bryan Cookham has requested Vacation of the remaining 22 ft of the Greenbelt Easement (Vacation of the first 10 ft of the Greenbelt Easement accomplished under Ordinance 2300, Instrument No. 9302034, Recorded January 29, 1993) running through the east side of 1024 Augusta Drive, Lot 14, Block 1, Augusta Subdivision, within an RS-6 (Single Family Residential – 6000 sq ft minimum lot size) zoning district. The applicant states they are requesting Vacation of the Greenbelt Easement in order to locate an in-ground swimming pool on the property.
STAFF REPORT – PUBLIC HEARING

Vacation of Wilson Avenue 2,615 feet north of Cherry between N. Franklin Blvd. and 11th Avenue North for Heartland Townhomes Property Management LLC (VAC 037-19).

To: Mayor & City Council

Applicant/Owner: Heartland Townhomes Property Management LLC

File No: VAC 037-19

Prepared By: Norman L. Holm

Date: June 24, 2019

Requested Action: Vacation of a portion of an 1894 platted 25 feet wide segment of Wilson Avenue.

Purpose: No City utilities are maintained within the vacation area. The right-of-way was never developed and does not align with existing and planned future roads.

GENERAL INFORMATION

Status of Applicant: Property Owner

Existing Zoning: RS7 (Single Family Residential - 7,000 sq. ft.) and RS8.5 (Single Family Residential – 8,500 sq. ft.)

Location: A 1.21 acre or 52,707.6 sq. ft. portion of the N ½ of the SW ¼ of Section 2, T3N, R2W, BM and a .8895 acre or 38,991 sq. ft. portion of the SE ¼ of Section 2, T3N, R2W, BM at 17449 N Franklin Blvd., 0 N. Franklin Blvd., and 0 11th Ave. No.

Size of Vacation Area: A combined 2.1 acre or 91,575 sq. ft. area
Surrounding Land Use and Zoning:
North- Existing and proposed Single Family Residential; RS 7 and RS 8.5
South- Existing and proposed Single Family Residential; RS 7 and RS 8.5
East- Existing and proposed Single Family Residential; RS 7 and RS 8.5
West- Rural residential, enclaved County AG (Agricultural)

Comprehensive Plan Designation: Medium Density Residential

Applicable Regulations: State law requires the consent of adjoining property owners for the vacation of street right-of-way. The required statements of consent are attached.

Description of Existing Uses: Vacant and undeveloped 25’ wide and approximately 3,663′ long right-of-way strip.

SPECIAL INFORMATION

Planning & Zoning History: The right-of-way area was previously annexed and zoned with the adjoining existing and proposed residential subdivision developments.

Public Utilities: No existing city street facilities or utilities are situated in the vacation area, nor does it appear that Idaho Power, ITD, or other public utilities have facilities or easements within the proposed right-of-way vacation area.

Environmental: Approval of the vacation will have no negative effect on properties adjacent either side of the proposed vacation area. The positive effect will be that of being able to coordinate development in the area for alignment with the existing and planned future roadways.

Correspondence: As of the date of this staff report no objections have been raised by any utility companies or surrounding property owners. Fire, Building, and Engineering Departments do not oppose the vacation of the right-of-way area.

STAFF FINDINGS AND DISCUSSION

Planning staff sees no reason why the requested right-of-way vacation should not be approved. Access to all affected parcels should be secured through new right-of-way dedications at the time of development.

RECOMMENDED APPROVAL CONDITIONS

The Planning and Zoning Department has no concerns with the granting of the right-of-way vacation request with no conditions attached.

ATTACHMENTS

Application, letter and right-of-way vicinity map (Pages 3-5)
Zoning and vicinity map (Page 6)
Vacation legal descriptions and maps (Pages 7-1)
Statements of consent (Pages 11-15)
Agency and other correspondence (Pages 16+)
**APPLICANT OR VACATION OF EASEMENT, PUBLIC RIGHT-OF-WAY OR PLAT**

**PLANNING AND ZONING DEPARTMENT**

411 3RD STREET S., NAMPA, IDAHO 83651  P: (208) 468-4487  F: (208) 465-2261

Nonrefundable Fee: $505.00

---

**Applicant Name:** HEARTLAND TOWNHOMES PROPERTY MANAGEMENT LLC  
**Home Number:**

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Mobile Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>9839 W CABLE CAR STREET</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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<td>IDAHO</td>
<td>83709</td>
<td><a href="mailto:SHAWN@TRILOGYIDAHO.COM">SHAWN@TRILOGYIDAHO.COM</a></td>
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<th>Property Owner Name</th>
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<table>
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<tr>
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<th>City</th>
<th>State</th>
<th>Zip Code</th>
<th>Mobile Number</th>
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</tbody>
</table>

| Applicant's interest in property: (X) Own ( ) Rent ( ) Other |

| ADDRESS OF SUBJECT PROPERTY: | 17449 N FRANKLIN / O N FRANKLIN BLVD / 0 N 11TH AVE |

---

**Subject Property Information**

Please provide the following REQUIRED DOCUMENTATION to complete the Vacation

- [ ] A copy of one of the following:  
  - Warranty Deed  
  - Proof Of Option  
  - Earnest Money Agreement

- [X] List of names, addresses AND written consent of the owners and contract purchasers of all property adjoining the vacated portion

- [X] 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)

- [X] Original Legal description of property AND a legible WORD formatted document. (Must have for final recording)  
  Old or illegible title documents will need to be retyped in a WORD formatted document.

- [X] Sketch drawing of the portion proposed to be vacated

**Project Description**

- State (or attach a letter stating) the reason you desire the easement, public right-of-way, plat or part thereof to be vacated: SEE ATTACHED LETTER

---

**Dated this 23rd day of MAY, 2019**  

**KENT BROWN**  

Applicant Signature

---

**PLEASE NOTE**

This application will be referred to the Nampa City Council. If the Council desires, it may refer the application to the Planning Commission for its recommendation. If the application is recommended for approval the City Council shall hold a public hearing.

Written notice of the public hearing shall be sent to all property owners within 300 feet of the boundaries of the proposed vacation by certified mail with return receipt, at least 10 days prior to the date of the public hearing. Notice shall also be published once a week for 2 successive weeks in the Idaho Press-Tribune, with the last publication at least 7 days prior to the hearing. You will be given notice of the public hearings and should be present to answer any questions.
May 23, 2019

Nampa City Council
411 3rd Street S
Nampa, ID 83651

RE: Vacation of Wilson Ave

Dear City Council:

Please accept this letter as our formal request to vacation of portion of the existing public right of way of Wilson Avenue.

In 1894 when Cortland Place subdivision was platted, there was a street right of way 25 feet wide dedicated with the subdivision plat for Wilson Avenue. Wilson Avenue was never improved and is not in alignment with the current existing and proposed subdivisions in the area.

The Wilson Avenue right of way is located approximately 2615 feet north of Cherry Lane between N. Franklin Blvd and 11 Avenue North. Heartland Townhomes Property Management LLC, currently owns five parcels which is to the north and south of this portion of Wilson Avenue which is proposed to be vacated at this time.

Please see attached legal description of the portion of Wilson Avenue to be vacated.

Your favorable consideration of this request is much appreciated and should you have any questions or require additional information please call me 208-871-6842.

Sincerely,

[Signature]

Kent Brown
Planner
VACATION OF WILSON AVENUE RIGHT OF WAY
VICINITY MAP

1099 LLC

WILSON AVE

COREY BARTON

HEARTLAND TOWNHOMES PROPERTY MANAGEMENT LLC

HEARTLAND TOWNHOMES PROPERTY MANAGEMENT LLC

HEARTLAND TOWNHOMES PROPERTY MANAGEMENT LLC

43° 37' 12.56" N 116° 31' 55.92" W
DESCRIPTION FOR
BROWN PROPERTY
WILSON AVENUE VACATION

A portion of Wilson Avenue as shown on the plat of Cortland Place Subdivision as filed in Book 1 of Plats at Page 26, records of Canyon County, Idaho, located in the N1/2 of the SW 1/4 of Section 2, T.3N., R.2W., B.M., Canyon County, Idaho more particularly described as follows:

BEGINNING at a brass cap monument marking the C1/4 corner of said Section 2 from which a brass cap monument marking the W1/4 corner of said Section 2 bears North 89°24'54" West, 2652.22 feet;

thence along the North-South centerline of said Section 2, said line being the West boundary line of Remington Acres Subdivision as filed in Book 28 of Plats at Page 43, Records of Canyon County, Idaho, South 00°28'38" West, 25.00 feet;

thence along the South right-of-way line of said Wilson Avenue North 89°24'54" West, 2103.40 feet;

thence leaving said South right-of-way line North 00°27'00' East, 25.00 feet to a point on the East-West centerline of said Section 2;

thence along said East-West centerline South 89°24'54" East, 2103.41 feet to the POINT OF BEGINNING, containing 1.21 acres, more or less.
DESCRIPTION FOR
HEARTLAND TOWNHOMES PROPERTY MGMT LLC PROPERTY
WILSON AVENUE VACATION

A portion of Wilson Avenue as shown on the plat of Cortland Place Subdivision as filed in Book 1 of Plats at Page 26, records of Canyon County, Idaho, located in the SE 1/4 of Section 2, T.3N., R.2W., B.M., Canyon County, Idaho more particularly described as follows:

BEGINNING at a brass cap monument marking the C1/4 corner of said Section 2 from which a brass cap monument marking the E1/4 corner of said Section 2 bears South 89°25'12" West, 2656.99 feet;

thence along the East-West centerline of said Section 2 South 89°25'12" East, 1,569.71 feet;

thence leaving said East-West centerline South 36°15'07" East, 31.23 feet to a point on the South right-of-way of said Wilson Avenue;

thence along said South right-of-way North 89°25'12" West, 1,549.55 feet;

thence leaving said South right-of-way North 56°40'39" West, 46.22 feet to the POINT OF BEGINNING. Containing 38,991 square feet, more or less.
April 23, 2019

RE: Petition Adjacent Property Owners Vacation a portion of Wilson Avenue Right of Way

Gentlemen:

In 1894 when Cortland Place subdivision was platted, there was a street right of way 25 feet wide dedicated for Wilson Avenue. Wilson Avenue was never improved and is not planned to be used in the future. The right of way is approximately 2615 feet north of Cherry Lane between N. Franklin Blvd and 11 Avenue North. 1099 LLC, currently owns one parcel which is to the north of this portion of Wilson Avenue which is proposed to be vacated at this time. Nampa City requires us to contact 1099 LLC as an adjacent property owner to this proposed vacation of public right of way with a petition.

The petition is to get your consent or reasons why you do not consent to the vacation the right of way. Attached is a site plan which shows the portion of Wilson Avenue Street to be vacated and highlighted in yellow.

If you have question regarding the application, please contact me, Kent Brown at:

Kent Brown
(208) 871-6842

1099 LLC
CONSENT

1099 LLC
DOES NOT CONSENT & REASON NOT

Sincerely,

Kent Brown
Project Planner
April 23, 2019

RE: Petition Adjacent Property Owners Vacation a portion of Wilson Avenue Right of Way

Gentlemen:

In 1894 when Cortland Place subdivision was platted, there was a street right of way 25 feet wide dedicated for Wilson Avenue. Wilson Avenue was never improved and is not planned to be used in the future. The right of way is approximately 2615 feet north of Cherry Lane between N. Franklin Blvd and 11 Avenue North. Corey Barton, currently owns one parcel which is to the north of this portion of Wilson Avenue which is proposed to be vacated at this time. Nampa City requires us to contact Corey Barton as an adjacent property owner to this proposed vacation of public right of way with a petition.

The petition is to get your consent or reasons why you do not consent to the vacation the right of way. Attached is a site plan which shows the portion of Wilson Avenue Street to be vacated and highlighted in yellow.

If you have question regarding the application, please contact me, Kent Brown at:

Kent Brown
(208) 871-6842

Corey Barton
CONSENT

Corey Barton
DOES NOT CONSENT & REASON NOT

Sincerely,

Kent Brown
Project Planner
April 23, 2019

RE: Petition Adjacent Property Owners Vacation a portion of Wilson Avenue Right of Way

Gentlemen:

In 1894 when Cortland Place subdivision was platted, there was a street right of way 25 feet wide dedicated for Wilson Avenue. Wilson Avenue was never improved and is not planned to be used in the future. The right of way is approximately 2615 feet north of Cherry Lane between N. Franklin Blvd and 11 Avenue North. Challenger Development Inc., currently owns and five lots in Merwether Park No 2, which are to the north of this portion of Wilson Avenue which is proposed to be vacated at this time. Nampa City requires us to contact Challenger Development as an adjacent property owner to this proposed vacation of public right of way with a petition.

The petition is to get your consent or reasons why you do not consent to the vacation the right of way. Attached is a site plan which shows the portion of Wilson Avenue Street to be vacated and highlighted in yellow.

If you have question regarding the application, please contact me, Kent Brown at:

Kent Brown
(208) 871-6842

Challenger Development Inc.
CONSENT

[Signature]

Challenger Development Inc.
DOES NOT CONSENT & REASON NOT

[Signature]

Sincerely,

Kent Brown
Project Planner
April 23, 2019

RE: Petition Adjacent Property Owners Vacation a portion of Wilson Avenue Right of Way

Gentlemen:

In 1894 when Cortland Place subdivision was platted, there was a street right of way 25 feet wide dedicated for Wilson Avenue. Wilson Avenue was never improved and is not planned to be used in the future. The right of way is approximately 2615 feet north of Cherry Lane between N. Franklin Blvd and 11 Avenue North. Endurance Holdings LLC, currently owns one parcel which is to the south of this portion of Wilson Avenue which is proposed to be vacated at this time. Nampa City requires us to contact Endurance Holdings LLC as an adjacent property owner to this proposed vacation of public right of way with a petition.

The petition is to get your consent or reasons why you do not consent to the vacation the right of way. Attached is a site plan which shows the portion of Wilson Avenue Street to be vacated and highlighted in yellow.

If you have question regarding the application, please contact me, Kent Brown at:

Kent Brown 
(208) 871-6842

Endurance Holdings LLC
CONSENT


Endurance Holdings LLC
DOES NOT CONSENT & REASON NOT

Sincerely,

Kent Brown
Project Planner
April 23, 2019

RE: Petition Adjacent Property Owners Vacation a portion of Wilson Avenue Right of Way

Gentlemen:

In 1894 when Cortland Place subdivision was platted, there was a street right of way 25 feet wide dedicated for Wilson Avenue. Wilson Avenue was never improved and is not planned to be used in the future. The right of way is approximately 2615 feet north of Cherry Lane between N. Franklin Blvd and 11 Avenue North. Heartland Townhomes Property Management LLC, currently owns five parcels which is to the north and south of this portion of Wilson Avenue which is proposed to be vacated at this time. Nampa City requires us to contact Heartland Townhomes Property Management LLC as an adjacent property owner to this proposed vacation of public right of way with a petition.

The petition is to get your consent or reasons why you do not consent to the vacation the right of way. Attached is a site plan which shows the portion of Wilson Avenue Street to be vacated and highlighted in yellow.

If you have question regarding the application, please contact me, Kent Brown at:

Kent Brown
(208) 871-6842
Heartland Townhomes Property Management LLC

CONSENT

________________________

Sincerely,

Kent Brown
Project Planner

Heartland Townhomes Property Management LLC

DOES NOT CONSENT & REASON NOT

________________________

________________________
DATE: June 21, 2019

TO: Planning and Zoning Department

FROM: Caleb LaClair, P.E., Nampa Assistant City Engineer

CC: Daniel Badger, P.E., Nampa City Engineer

CC: Tom Points, P.E., Nampa City Public Works Director

APPLICANT: Heartland Townhomes Property Management, LLC

OWNER: Heartland Townhomes Property Management, LLC

ADDRESS: 17449 N Franklin Blvd, 0 N Franklin Blvd, and 0 N 11th Ave

RE: VAC-00037-2019 – Vacate Wilson Ave ROW

The Engineering Division does not oppose the request. The City does not maintain any utilities within the subject right-of-way. We also agree that the right-of-way does not align with existing and planned future roads. Access to all effected parcels should be secured through new right-of-way dedication via future development, or by easement.
June 18, 2019

Norman L. Holm, Planning Director
City of Nampa
411 3rd St So,
Nampa, ID 83651

Re: Road right-of-way vacation for Wilson Ave (VAC-00037-2019)

Dear Norman,

This is in response to the Notice of Public Hearing sent to Idaho Power Company received in our office June 13, 2019, regarding the possible vacation and abandonment of a certain area in known as Wilson Ave. The attached map shows the area highlighted in red and is further described in the attached legal descriptions and map is understood to be the “Right-of-Way”.

Our records indicate that there are no Idaho Power Company facilities within the road right-of-way area. As such, Idaho Power can support a vacation within the certain area commonly identified as the Right-of-Way.

Thank you for providing Idaho Power Company the opportunity to review and comment upon the subject petition for vacation.

Sincerely,

Chris Jacky
Associate Real Estate Specialist
Land Management and Permitting Department
Corporate Real Estate
Idaho Power Company

208-388-2699
cjacky@idahopower.com
June 18, 2019

Norman L. Holm, Planning Director
City of Nampa
411 3rd St So,
Nampa, ID 83651

Re: Relinquishment of the Public Utility Easement (PUE) located in Broadmore Commercial Park Subdivision. (VAC-00038-2019)

Dear Norman:

This is in response to the relinquishment request submitted to Idaho Power Company on June 13, 2019, regarding the possible relinquishment of the above noted PUE. The attached documents specifically identifies the “easement area”.

Idaho Power’s review of the relinquishment request indicated that there are no facilities within the above noted easement area. As such, Idaho Power agrees to relinquish the public utility easements within area described in the attached documents.

Thank you once again for providing Idaho Power Company the opportunity to review and comment upon the subject petition for relinquishment.

Sincerely,

Chris Jacky
Associate Real Estate Specialist
Land Management and Permitting Department
Corporate Real Estate
Idaho Power Company

208-388-2699
cjacky@idahopower.com
Good evening,

ITD has received application VAC-00037-2019 for review and has no comments.

Thank you,

Sarah Arjona
Development Services Coordinator
ITD District 3
(208) 334-8338

---

CORRECTION: That should be please respond by June 21st

Heartland Townhomes Property Management, LLC has submitted a request for Vacation of the 25 ft x 2103 ft Right-Of-Way for Wilson Ave, located approximately 2615 ft north of Cherry Ln, between N Franklin Blvd and 11th Ave N, within RS-7 and RS-8 zoning districts. The applicant states Wilson Ave was never improved and is not in alignment with the current existing and proposed subdivisions in the area.
Sylvia Mackrill

From: Easement, Nre <Nre.Easement@centurylink.com>
Sent: Tuesday, June 11, 2019 8:39 AM
To: Sylvia Mackrill
Subject: [External] Acknowledgement Email / P816954 /VAC-00037-2019 Vacation of Wilson Avenue Right-Of-Way

Sylvia,

Good morning. We have received your request for a vacate-abandon and have set up a CenturyLink project accordingly. Your project number is P816954 and it should be referenced in all emails sent in for review.

Please do not reply to this email. Your project owner is Brad Baker and he can be reached by email at Brad.Baker@centurylink.com with any questions that you may have regarding this project. CenturyLink desires to respond to your request as soon as possible, and will respond to requests on a first come first serve basis. CenturyLink will endeavor to respond to your request within the next 4 weeks.

Have a great day!

Best Regards,

Laura Lambert

Faulk & Foster
1811 Auburn Ave, Monroe, LA 71201

From: Sylvia Mackrill <mackrill@cityofnampa.us>
Sent: Wednesday, June 5, 2019 5:44 PM
To: Addressing <Addressing@cityofnampa.us>; Beth Ineck <ineckb@cityofnampa.us>; bob.parsons@phd3.idaho.gov; Bobby Sanchez <sanchezb@cityofnampa.us>; bocca@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@nmiid.org>; Cody Swander <swanderc@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 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@dallivue.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@nampahighway1.com; nmid@nmiid.org; Easement, Nre <Nre.Easement@centurylink.com>; Patrick Sullivan <sullivanw@cityofnampa.us>; Phillip Roberts <robertsp@cityofnampa.us>; pnilsen@canyonco.org; Ray Rice <ricer@cityofnampa.us>; rdewey@nsd131.org; Reggie Edwards <edwardsr@cityofnampa.us>; Richard Davies <daviesr@cityofnampa.us>; Shellie Lopez
Sylvia Mackrill

From: Easement, Nre <Nre.Easement@centurylink.com>
Sent: Thursday, June 06, 2019 10:06 AM
To: Sylvia Mackrill
Attachments: EASEMENT REVIEW -- Form Letter Agreement 04 04 2019 Devleoper.docx

Requestor,

CenturyLink has received your* request to modify (by abandonment, encroachment, vacation or otherwise) an easement right that CenturyLink possesses. In order to investigate and respond to your request, CenturyLink requires a review fee of $500 single property - residential / $1500.00 commercial development property, prior to commencing the requested activity. In addition to the Review Fee, if CenturyLink is willing to entertain your request for modification, CenturyLink will determine and assess a value for the loss of use associated with your request and any attributable costs, which will require payment thereof in full prior to executing any modification to the easement right on a form agreeable to CenturyLink. **

*If you wish to proceed with this request, please respond to this email by sending in the completed form along with the fee and a copy of the easement you are asking to have reviewed.

Upon receipt, CenturyLink will review and respond accordingly. If CenturyLink doesn’t receive the completed form and fee there will be no action taken on your request.

Furthermore CenturyLink, its subsidiaries and affiliates expressly reserve all existing rights as afforded under the subject easement, law and equity.

Lastly, your request will be addressed in order of received, CenturyLink will endeavor to respond within the next 4 weeks

CenturyLink

* If you are a requestor from the following states:
MN or NM – and you are requesting a modification on a public right of way blanket easement, please send a copy of the easement as the above fees will not apply.
Maricopa County AZ – and you are requesting a modification on a patent easement, CenturyLink, its subsidiaries and affiliates expressly reserve our rights for a thirty-foot easement in alignment with the road AND/OR a thirty-foot easement on centerline of our existing facilities. This response is in alignment with Ordinance P-34 § 2 A. If further clarification or documentation is necessary regarding the requested release the above fees apply.

** Fees do not apply if the subject easement expressly requires modifications without compensation, in such situation please respond accordingly.

From: Sylvia Mackrill <mackrill@cityofnampa.us>
Sent: Wednesday, June 5, 2019 5:44 PM
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 <lacleair@cityofnampa.us>; Canyon Highway District No. 4 (chopper@canyonhd4.org) <chopper@canyonhd4.org>; Carl Miller - Compass of Idaho (cmiller@compassidaho.org) <cmiller@compassidaho.org>; Chaneec Grant <cgrant@mrid.org>; Cody Swander <swanderc@cityofnampa.us>; Daniel Badger
Subject: VAC-00037-2019 Vacation of Wilson Avenue Right-Of-Way

Heartland Townhomes Property Management, LLC has submitted a request for Vacation of the 25 ft x 2103 ft Right-Of-Way for Wilson Ave, located approximately 2615 ft north of Cherry Ln, between N Franklin Blvd and 11th Ave N, within RS-7 and RS-8 zoning districts. The applicant states Wilson Ave was never improved and is not in alignment with the current existing and proposed subdivisions in the area.

The application will go before the City Council as a public hearing item on their July 1, 2019 Agenda.

Please review and forward any comments to my attention prior to July 21st.

Thank you,

Sylvia Mackrill - Planning and Zoning Department
O: 208.468.5484, F: 208.468.5439
411 3rd Street South, Nampa, ID 83651
Planning and Zoning - Like us on Facebook

Notice: All communication transmitted within the City of Nampa Email system may be a public record and may be subject to disclosure under the Idaho Public Records Act (Idaho Code 74-101 et seq.) and as such may be copied and reproduced by members of the public. In addition, archives of all City emails are generally kept for a period of two years and are also subject to monitoring and review. This communication is the property of CenturyLink and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.
May 21, 2019

Re: Easement Review — __________________________________________ (“Property”) 

To Whom it May Concern:

Thank you for contacting CenturyLink (“CenturyLink”) to request an easement review (“Easement Review”) of our telecommunications facilities (“Facilities”) at the above-referenced Property. The parties hereto acknowledge that CenturyLink holds a valid easement over the Property and CenturyLink Facilities are currently placed within said easement.

This letter agreement (“Agreement”) memorializes the relationship between the parties and defines the terms by which you (the “Requestor”) shall remit payment to CenturyLink for the Easement Review of CenturyLink Facilities at the Property.

1. **Scope of Work:** The Easement Review shall consist of the following:
   a. Description of Facilities located at Property.
   b. Assessment of activity status of Facilities located at Property.
   c. Approximate cost of relocation, adjustment or protection, if possible, of Facilities.
   d. Proposals, if any, to align the interests of CenturyLink and Requestor.

2. **Term:** The Easement Review shall be executed by the ____ day of __________, 201.

3. **Fee:** The parties agree that the fee for the Easement Review is $1500.00 (“Fee”). Requestor shall make an upfront payment of the Fee to CenturyLink as follows: by check, Sent to CenturyLink C/O ROW 1025 Eldorado Blvd, Broomfield, CO 80021. Upon receipt of the Fee, CenturyLink shall commence the Easement Review.

4. **Necessary Documents:** Requestor shall provide a copy of easement being reviewed, construction or site plans, current vesting deed, copy of the plat and survey as it pertains or is applicable to this review request.

5. **Enforcement.** Neither this Agreement, nor any of its terms, nor any negotiations or other communications related thereto, shall be offered as evidence by any persons or received into evidence in any forum for any purpose other than the enforcement and/or implementation of the terms of this Agreement.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with, the laws of the State of Colorado, United States of America, without reference to conflict of laws principles.

7. **Drafting.** The drafting and negotiation of this Agreement has been participated in by all of the parties and their counsel, and for all purposes this Agreement shall be deemed to have been drafted jointly by each of the parties. The parties agree that no presumption shall be made or asserted by or against either party as a result of document preparation.

8. **Confidentiality.** The parties and their respective agents and attorneys expressly agree that the existence and terms of this Agreement are confidential. The parties agree not to discuss, mention or refer to the matters contained herein, or to any related matters with any third party, unless specifically authorized by the Requestor or CenturyLink in writing.
party, without the prior written consent of the other party. Notwithstanding, the parties may provide confidential information to third parties to the extent necessary to file tax returns, obtain legal and accounting advice, or to otherwise carry on their respective financial affairs.

9. **Contractual Nature of Agreement.** It is expressly understood and agreed by the parties that all agreements and understandings between them are embodied in this Agreement, and that this Agreement is contractual in nature, and is not a mere recital.

10. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason, and to any extent be deemed invalid or unenforceable, the remainder of this Agreement and the application of other provisions shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors, assigns or heirs.

12. **Effectiveness.** This Agreement shall become effective immediately upon execution by the parties.

13. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. All negotiations relative to the matters contemplated by this Agreement are merged herein and there are no other understandings or agreements relating to the matters and things herein set forth, other than those incorporated in this Agreement. No provision of this Agreement shall be altered, amended, revoked or waived, except by an instrument in writing executed by authorized representatives of all parties hereto.

Please indicate your acceptance and agreement to the foregoing terms by signing below and returning an executed copy of this Agreement to me.

Sincerely,

CenturyLink Right of Way Team

The foregoing terms of the Letter Agreement between CenturyLink and Requestor are hereby acknowledged and accepted by Requestor.

Requestor
By: __________________________
Name: __________________________
Title: __________________________
Date: __________________________

Cc: NRF.Easement@centurylink.com / CMA@centurylink.com   P# __________________________
Good Morning Sylvia,

Nampa Highway District #1 has no comment as the subject property is not within our jurisdiction.

Thank you,

Eddy

---

Heartland Townhomes Property Management, LLC has submitted a request for Vacation of the 25 ft x 2103 ft Right-Of-Way for Wilson Ave, located approximately 2615 ft north of Cherry Ln, between N Franklin Blvd and 11th Ave N, within RS-7 and RS-8 zoning districts. The applicant states Wilson Ave was never improved and is not in alignment with the current existing and proposed subdivisions in the area.

The application will go before the City Council as a public hearing item on their July 1, 2019 Agenda.
June 17, 2019

Norman L. Holm, Planning Director
City of Nampa
411 3rd Street South
Nampa, ID 83651

RE: VAC37-19/ Vacate Wilson Avenue

Dear Norm:

Nampa & Meridian Irrigation District (NMID) has no comment on the above-referenced application, as it lies outside of our District boundaries. Please contact Mark Zirschky of Pioneer Irrigation at (208) 459-3617, P.O. Box 426 Caldwell, ID 83606-0426.

All private laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site NMID must review drainage plans. The developer must comply with Idaho Code 31-3805.

Sincerely,

David T. Duvall
Asst. Water Superintendent
Nampa & Meridian Irrigation District
DTD/ gnf

Cc:
Office/ file
M. Zirschky, Pioneer Irrigation District
Staff Report – Public Hearing

Variance to City of Nampa Ordinance 10-8-6 requiring a 6,000 sq ft minimum lot size in the RS-6 zoning district, for a substandard size property located at 1104 E Clark Avenue, an approximate 75 ft deep by 75 ft wide parcel comprising approximately 5,619 sq ft, within the RS-6 (Single Family Residential – 6000 sq ft minimum lot size) zoning district.

To: Mayor & City Council

Owner/Applicant: Floyd C. Mitchell/Cavin Duffin

File No: VAR-00076-2019

Prepared By: Rodney Ashby, AICP – Principal Planner
Date: June 25, 2019

Requested Action(s): Variance to City of Nampa Zoning Ordinance 10-8-6

Purpose/Applicant Explanation: “To put a duplex on the property.”

General Information

Status of Applicant: Owner’s representative

Existing Zoning: RS6 (Single Family Residential 6,000 sq ft)

Location: 1104 E Clark Avenue (West 75 ft of the S ½ of Lot 5 and the West 75 ft of Lot 6, Block 81, Kurtz Addition Subdivision).

Size of Property: .13 acre or a 5,663 sq. ft.

Surrounding Land Use and Zoning:
The property is surrounded by RS6 zoning and single family residences. A conditional use permit was granted for a property approximately three hundred feet (300') to the east for a duplex on a 12,632 sf lot. The Kurtz addition has a variety of densities and residential land use types developed over its long history. This is true of the surrounding area of the subject property, but not in the immediate area. The immediate area appears to be solely single-family residential.

Comprehensive Plan Designation: Medium Density Residential

History: The Kurtz Addition Plat shows the original lot as being a typical 50' by 140' lot. It is unclear when the property was divided following the original plat, but we do know that a corner lot split was done and that a portion of the parcel to the north was incorporated into the property. The applicant is seeking this variance to enable a duplex on the property.

Applicable Regulations:

10-8-3 (A)6:

“Overall lot areas, lot width, and yard/setback requirements for two-dwelling unit style structures shall be the same as for single dwelling unit structures…”

10-8-6 Property Area, Width, Depth, Frontage and Set-Back Requirements:

Residential properties shall be a minimum of 6,000 square feet in an RS6 zone.

10-8-11 Parking and Parking Lot Landscaping and Property Landscaping:

“At least two (2) paved, off street parking spaces shall be provided per residential dwelling unit (e.g., house) in the RS zone. Such spaces shall be located on the property whereupon lies the dwelling unit.

...Each new house or manufactured home shall have at time of construction, and shall maintain ever after, covered parking entailing, as a minimum, at least one of the off street parking spaces sheltered within a single car garage, or, under a carport structure (which has an accessory storage structure attached thereto) that, in either case, does not lie within a required setback.”

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 site characteristics applicable to the property involved or to the intended use of the property which do not apply generally to other properties classified in the same zoning district.
3. Literal interpretation and enforcement of the regulation would deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district.
4. The granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.
5. The granting of the variance will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

SPECIAL INFORMATION

Transportation/Access: The subject property is currently accessed from Clark Ave. As stated under “Applicable Regulations,” two parking spaces are required for each unit. One of shall be covered parking. These parking spaces shall be off-street parking located on the parcel and outside of the setbacks. It is unclear what the applicant is proposing to do here. They have stated they want to “put” a duplex on the lot. This may mean adding to the existing building, or it may mean demolishing the existing building and building a new one in its place. If the existing home remains, it may be very challenging to achieve two off-street parking spaces for each unit on the parcel.

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

Nampa & Meridian Irrigation District (NMID): no comment
Nampa Code Enforcement: no violations
Idaho Transportation Department (ITD): no comments
Building Department: Building permits are required for all work before it starts.
Nampa Engineering Division:
No opposition, but the following conditions are recommended:
- The existing utilities services to 1104 E Clark Ave running through 1112 E Clark Ave be located and easements secured. If the services are found to be running under the existing structure on 1112 E Clark Ave, these services shall be abandoned and new
services extended from the alley with easements secured from the property owner of 1112 E Clark Ave.
- Driveway location/spacing shall adhere to the City's Access Management Policy. No parking shall be allowed with in the public right-of-way without an approved variance.

Nampa Highway District #1: no comment

Staff Findings

A variance shall not be considered a right of 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.

Though properties in the Kurtz Addition area of the city have a variety of sizes and unique circumstances it is unclear to staff what hardship prevents the applicant from enjoying the same privileges as those properties within the zoning district. Instead, the area is primarily single-family and nearby duplexes in the area exceed the minimum lot size and have obtained conditional use permits for their use.

Since a variance, by city code, is not to be used as a special privilege compared to other properties in the same zone, if City Council chooses to grant the variance, the council needs to find that some valid condition of the property prevents the owner from enjoying the same privileges as those in the zoning district.

Since no diagram has been provided showing how parking for both units will be built on the parcel, and staff has not received clarification regarding whether the home will remain or be torn down, staff is concerned that this project is inconsistent with the area and may be in conflict with other sections of the zoning code not related to the minimum property area in the RS6 zoning district.

City Council may approve or deny the application based on justification of the findings listed under “Applicable Regulations” 10-24-2 of this report.

Staff suggests that a duplex on a corner lot that is a substandard size to typical properties in the area, is inconsistent with the nature of the zone.

RECOMMENDED CONDITIONS OF APPROVAL

Should the City Council vote to approve the requested Variance, staff recommends that approval be justified by the required findings found under “Applicable Regulations” of this report and listed in 10-24-2 of the Nampa City Code. Staff recommends the following condition(s) be applied:

Generally
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.
Specifically
1) The existing utilities services to 1104 E Clark Ave running through 1112 E Clark Ave be located and easements secured. If the services are found to be running under the existing structure on 1112 E Clark Ave, these services shall be abandoned and new services extended from the alley with easements secured from the property owner of 1112 E Clark Ave.
2) Driveway location/spacing shall adhere to the City's Access Management Policy. No parking shall be allowed with in the public right-of-way without an approved variance.

ATTACHMENTS
1) Variance application (Page 6);
2) Variance vicinity and zoning map (Page 7);
3) Aerial View of Property (Page 8)
4) Comment letter from Nampa - Engineering Division (Pages 9);
5) Comment letter from Idaho Transportation Department (Page 10);
6) Comment letter from Nampa Highway District #1 (Page 11);
7) Comment letter from Nampa - Building Department (Page 12);
8) Comment letter from Nampa – Code Enforcement (Page 13);
9) Comment letter from Nampa – Nampa & Meridian Irrigation District (Page 14)
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

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Home Number</th>
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<tbody>
<tr>
<td>Carin Dunbar</td>
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<td>Floyd C. Mitchell</td>
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<td>208-880-7460</td>
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<td>ID</td>
<td>83651</td>
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</table>

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<tr>
<th>Applicant’s Interest in property:</th>
<th>( ) Own ( ) Rent ( ) Other</th>
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</table>

ADDRESS OF SUBJECT PROPERTY: 1104 E. Clark Ave, Nampa, ID.

Please provide the following required documentation

- [x] Completed Application
- [ ] A copy of one of the following: [x] Warranty Deed [ ] Proof Of Option [ ] Earnest Money Agreement
- [x] 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)
- [x] Original Legal description of property AND a legible WORD formatted document. (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

Project Description

State 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): seeking variance to put a duplex on the property

Dated this 31 day of May, 2019

[Signature]

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 public hardship:

1. Special characteristics of the site, which deprive it of privileges commonly enjoyed by other property in the same 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.
Variance to place a duplex on a sub-standard lot
in residential single family zone

1104 E Clark Ave

Visit Planning & Zoning
at cityofnampa.us
for more info.

VAR-00076-2019  6/12/2019

For illustration purposes only
DATE: June 21, 2019
TO: Planning and Zoning Department
FROM: Caleb LaClair, P.E., Nampa Assistant City Engineer
CC: Daniel Badger, P.E., Nampa City Engineer
CC: Tom Points, P.E., Nampa City Public Works Director
APPLICANT: Carin Duffin
OWNER: Floyd Mitchell
ADDRESS: 1104 E Clark Ave
RE: VAR-00076-2019 – Duplex on substandard lot RS6

The Engineering Division does not oppose the requested variance with the following conditions:

Conditions:
1. The existing utilities services to 1104 E Clark Ave running through 1112 E Clark Ave be located and easements secured. If the services are found to running under the existing structure on 1112 E Clark Ave, these services shall be abandoned and new services extended from the alley with easements secured from the property owner of 1112 E Clark Ave.
2. Driveway location/spacing shall adhere to the City’s Access Management Policy. No parking shall be allowed with in the public right-of-way without an approved variance.
Good morning,

ITD has received application VAR-00076-2019 for review and has no comments.

Thank you,

Sarah Arjona
Development Services Coordinator
ITD District 3
(208) 334-8338

-----Original Message-----
From: Sylvia Mackrill <mackrill@cityofnampa.us>
Sent: Tuesday, June 11, 2019 1:32 PM
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 <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 <effinger@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>; D3 Development Services <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 <montayl@intgas.com>; Neil Jones <jonesn@cityofnampa.us>; nick@nampahighway1.com; nmid@nmid.org; nre.easement@centurylink.com; Patrick Sullivan <sullivann@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: [EXTERNAL] VAR-00076-2019 Variance for Duplex on Substandard RS-6 lot size at 1104 E Clark Ave

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Cavin Duffin, representing Floyd C Mitchell has requested a Variance to City of Nampa Zoning Ordinance Section 10-8-6 requiring a 6,000 sq ft minimum lot size in the RS-6 zoning district, for a substandard size property located at 1104 E Clark Ave, an approximate 75 ft deep by 75 ft wide parcel comprising approximately 5,619 sq ft, within the RS-6 (Single Family Residential - 6000 sq ft minimum lot size) zoning district, containing
Good Afternoon Sylvia,

Nampa Highway District #1 has no comment.

Thank you,

Eddy Thiel
ROW
eddy@nampahighway1.com
4507 Highway 45. * Nampa, id 83686
TEL 208.467.6576 * FAX 208.467.9916

---Original Message-----
From: Sylvia Mackrill <mackrill@cityofnampa.us>
Sent: Tuesday, June 11, 2019 1:32 PM
To: Addressing <Addressing@cityofnampa.us>; Beth Ineck <ineckb@cityofnampa.us>; bob.parsons@phd3.idaho.gov; Bobby Sanchez <sanchezb@cityofnampa.us>; boc@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>; Chance Grant <cgrant@nmid.org>; Cody Swander <swanderc@cityofnampa.us>; Daniel Badger <BadgerD@cityofnampa.us>; deerflat@fivs.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>; Shelli Lopez <lopezs@cityofnampa.us>; Soylay 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-00076-2019 Variance for Duplex on Substandard RS-6 lot size at 1104 E Clark

Cavin Duffin, representing Floyd C Mitchell has requested a Variance to City of Nampa Zoning Ordinance Section 10-8-6 requiring a 6,000 sq ft minimum lot size in the RS-6 zoning district, for a substandard size property located at 1104 E Clark Ave, an approximate 75 ft deep by 75 ft wide parcel comprising approximately 5,619 sq ft, within the RS-6 (Single Family Residential - 6000 sq ft minimum lot size) zoning district, containing the West 75 ft of the S 1/2 of Lot 5 and the West 75 ft of Lot 6, Block 81 of Kurtz Addition, Nampa. The applicants state they are requesting a Variance in order to locate a duplex on the subject property.
Sylvia Mackrill

From: Neil Jones
Sent: Wednesday, June 19, 2019 8:53 AM
To: Sylvia Mackrill
Cc: Patrick Sullivan
Subject: RE: VAR-00076-2019 Variance for Duplex on Substandard RS-6 lot size at 1104 E Clark

Building Department will require permits for any and all work before it starts.

Neil Jones
Assistant Building Official
P: 208.468-5492 F: 208.468.4494
jonesn@cityofnampa.us
Department of Building Safety, Like us on Facebook

----Original Message----
From: Sylvia Mackrill <mackill@cityofnampa.us>
Sent: Tuesday, June 11, 2019 1:32PM
To: Addressing <Addressing@cityofnampa.us>; Beth Ineck <ineckb@cityofnampa.us>; bob.parsons@phd3.idaho.gov; Bobby Sanchez <sanchezb@cityofnampa.us>; bocccanyonco.org; Brent Hoskins <hoskinsb@cityofnampa.us>; Caleb LaClair <claclaire@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 <grantn@nmid.org>; Cody Swander <swanderc@cityofnampa.us>; Daniel Badger <BadgerD@cityofnampa.us>; deerflat@fivs.gov; Don Barr <barrd@cityofnampa.us>; Doug Critchfield <critchfieldd@cityofnampa.us>; Eddy Thiel <eddy@nampahighway1.com>; Elijah Effinger <effingere@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 <keene-k@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@nampahighway1.com; nmid@nmid.org; nre.easement@centurylink.com; Patrick Sullivan <sullivanc@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-00076-2019 Variance for Duplex on Substandard RS-6 lot size at 1104 E Clark

Cavin Duffin, representing Floyd C Mitchell has requested a Variance to City of Nampa Zoning Ordinance Section 10-8-6 requiring a 6,000 sq ft minimum lot size in the RS-6 zoning district, for a substandard size property located at 1104 E Clark Ave, an approximate 75 ft deep by 75 ft wide parcel comprising approximately 5,619 sq ft, within the RS-6 (Single Family Residential - 6000 sq ft minimum lot size) zoning district, containing the West 75 ft of the S 1/2 of Lot 5 and the West 75 ft of Lot 6, Block 81 of Kurtz Addition, Nampa. The applicants state they are requesting a Variance in order to locate a duplex on the subject property.
I found no code violations on this property.

-----Original Message-----
From: Soyla Reyna <reynas@cityofnampa.us>
Sent: Tuesday, June 11, 2019 4:48 PM
To: Carol Shackelford <shackelfordc@cityofnampa.us>
Subject: FW: VAR-00076-2019 Variance for Duplex on Substandard RS-6 lot size at 1104 E Clark

CRM has been opened.

-----Original Message-----
From: Sylvia Mackrill <mackrill@cityofnampa.us>
Sent: Tuesday, June 11, 2019 1:32 PM
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 <laclairc@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 <swanderc@cityofnampa.us>; Daniel Badger <BadgerD@cityofnampa.us>; deerflat@lws.gov; Don Barr <barrd@cityofnampa.us>; Doug Critchfield <critchfield@cityofnampa.us>; Eddy Thiel <eddy@nampahighway1.com>; Elijah Effinger <effingere@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 <brooks@cityofnampa.us>; Ken Cuph - 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@pineirrigation.com; Melissa Close <closem@cityofnampa.us>; monica.taylor@intgas.com; Neil Jones <jonessen@cityofnampa.us>; nick@nampahighway1.com; nmid@nmid.org; nre.easement@centurylink.com; Patrick Sullivan <sullivanw@cityofnampa.us>; Phillip Roberts <robertsp@cityofnampa.us>; pnillson@canyonco.org; Ray Rice <ricer@cityofnampa.us>; rdewey@nsd131.org; Reggie Edwards <edwardsr@cityofnampa.us>; Richard Davies <daviers@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-00076-2019 Variance for Duplex on Substandard RS-6 lot size at 1104 E Clark

Cavin Duffin, representing Floyd C Mitchell has requested a Variance to City of Nampa Zoning Ordinance Section 10-8-6 requiring a 6,000 sq ft minimum lot size in the RS-6 zoning district, for a substandard size property located at 1104 E Clark Ave, an approximate 75 ft deep by 75 ft wide parcel comprising approximately 5,619 sq ft, within the RS-6 (Single Family Residential - 6000 sq ft minimum lot size) zoning district, containing the West 75 ft of the S 1/2 of Lot 5 and the West 75 ft of Lot 6, Block 81 of Kurtz Addition, Nampa. The applicants state they are requesting a Variance in order to locate a duplex on the subject property.

The application is scheduled as a public hearing item on the July 1, 2019 City Council Agenda.
June 17, 2019

Norman L. Holm, Planning Director
City of Nampa
411 3rd Street South
Nampa, ID 83651

RE: VAR-00076-2019/1104 E. Clark Avenue

Dear Norm:

Nampa & Meridian Irrigation District (NMID) has no comment on the above-referenced application as no facilities are impacted and plans show storm water is retained on site.

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
City of Nampa
Public Works Department
July 1, 2019
Public Hearing for Proposed
Domestic Water Rates and Fees &
Water Hookup Fees Increases
FY20 Water Rate Increases
The City of Nampa’s goal is to replace 3.2 miles of domestic pipe annually.

This year, Nampa has been able to replace one mile of domestic piping.
The City of Nampa’s Goal is to:

• Provide clean, safe water to the residents
• Fund new infrastructure improvements such as valves, pumps, wells, and reservoirs
• 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 ‘18 COS Study

• Domestic water rates most recently reviewed in 2015

<table>
<thead>
<tr>
<th>Domestic Water Rate Increases</th>
<th>FY16</th>
<th>FY17</th>
<th>FY18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recommended</td>
<td>18.00%</td>
<td>18.00%</td>
<td>18.00%</td>
</tr>
<tr>
<td>Adopted by Council</td>
<td>18.00%</td>
<td>9.00%</td>
<td>9.00%</td>
</tr>
</tbody>
</table>

• Domestic water rate update considers:
  • Updated revenue projections (at adopted rates)
  • Updated expense projections (current budget)
Historical Review – Following the ‘18 COS Study

• Which revenue strategy does the Council prefer?
  • Scenario A: Smoothed Water Rate Increase*
  • Scenario B: Frontloaded Water Rate Increase

• Staff recommendation: Scenario A

* Board of Appraisers recommendation
Scenario A: Smoothed Water Rate Increases

Domestic Water Utility Revenue Requirement Forecast

- **Available for Capital**
- **Debt Service**
- **O&M Expenditures**
- **Total Revenues**

### FY18 FY19 FY20 FY21 FY22 FY23 FY24 FY25

- **Annual Rate Increase**
  - FY18: 0.00%
  - FY19: 9.00%
  - FY20: 9.00%
  - FY21: 8.00%
  - FY22: 8.00%
  - FY23: 7.00%
  - FY24: 7.00%
  - FY25: 4.50%

- **Average Monthly Residential Bill @ 7 ccf**
  - FY18: $14.10
  - FY19: $15.36
  - FY20: $16.74
  - FY21: $18.08
  - FY22: $19.50
  - FY23: $20.86
  - FY24: $22.32
  - FY25: $23.35

- **1.5% Median Monthly Household Income**
  - FY18: $51.51
  - FY19: $51.51
  - FY20: $51.51
  - FY21: $51.51
  - FY22: $51.51
  - FY23: $51.51
  - FY24: $51.51
  - FY25: $51.51

1Based on 2016 MHI of $41,210.

Average monthly increase of $1.38
<table>
<thead>
<tr>
<th>Trans Code</th>
<th>New Fee?</th>
<th>Description</th>
<th>Current Rate</th>
<th>Proposed Rate</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Residential 5/8&quot; Meter Base Charge</td>
<td>$19.66</td>
<td>$21.43</td>
<td>9.0%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Residential 3/4&quot; Meter Base Charge</td>
<td>$19.66</td>
<td>$21.43</td>
<td>9.0%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Residential 1&quot; Meter Base Charge</td>
<td>$19.66</td>
<td>$21.43</td>
<td>9.0%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Residential 1 1/2&quot; Meter Base Charge</td>
<td>$28.56</td>
<td>$31.13</td>
<td>9.0%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Residential 2&quot; Meter Base Charge</td>
<td>$42.06</td>
<td>$45.85</td>
<td>9.0%</td>
<td></td>
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<tr>
<td>No</td>
<td>Residential 3&quot; Meter Base Charge</td>
<td>$102.53</td>
<td>$111.76</td>
<td>9.0%</td>
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<tr>
<td>No</td>
<td>Residential 4&quot; Meter Base Charge</td>
<td>$141.73</td>
<td>$154.49</td>
<td>9.0%</td>
<td></td>
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<tr>
<td>No</td>
<td>Non-Residential 5/8&quot; Meter Base Charge</td>
<td>$23.63</td>
<td>$25.76</td>
<td>9.0%</td>
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<tr>
<td>No</td>
<td>Non-Residential 3/4&quot; Meter Base Charge</td>
<td>$23.63</td>
<td>$25.76</td>
<td>9.0%</td>
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<tr>
<td>No</td>
<td>Non-Residential 1&quot; Meter Base Charge</td>
<td>$23.63</td>
<td>$25.76</td>
<td>9.0%</td>
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<tr>
<td>No</td>
<td>Non-Residential 1 1/2&quot; Meter Base Charge</td>
<td>$33.95</td>
<td>$37.01</td>
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<tr>
<td>No</td>
<td>Non-Residential 2&quot; Meter Base Charge</td>
<td>$48.83</td>
<td>$53.22</td>
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<td>No</td>
<td>Non-Residential 3&quot; Meter Base Charge</td>
<td>$109.90</td>
<td>$119.79</td>
<td>9.0%</td>
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<tr>
<td>No</td>
<td>Non-Residential 4&quot; Meter Base Charge</td>
<td>$153.38</td>
<td>$167.18</td>
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<tr>
<td>No</td>
<td>Non-Residential 6&quot; Meter Base Charge</td>
<td>$268.66</td>
<td>$292.84</td>
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<tr>
<td>No</td>
<td>Non-Residential 8&quot; Meter Base Charge</td>
<td>$405.37</td>
<td>$441.85</td>
<td>9.0%</td>
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<tr>
<td>No</td>
<td>Non-Residential Volume Charge (per ccf)</td>
<td>$1.18</td>
<td>$1.29</td>
<td>9.3%</td>
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<tr>
<td>No</td>
<td>Residential Volume Charge - Block 1 (0-700 ccf)</td>
<td>$0.06</td>
<td>$0.06</td>
<td>3.4%</td>
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<td>No</td>
<td>Residential Volume Charge - Block 2 (701-1400 ccf)</td>
<td>$1.00</td>
<td>$1.09</td>
<td>9.0%</td>
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<tr>
<td>No</td>
<td>Residential Volume Charge - Block 3 (1401 ccf and above)</td>
<td>$1.30</td>
<td>$1.42</td>
<td>9.2%</td>
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<tr>
<td>No</td>
<td>Outside City Limits Services</td>
<td>2x City Rates</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
Combined Monthly Water/Sewer Bills Comparison (2019)

- Bend: $36.21 (Water) + $59.89 (Sewer) = $96.10
- SUEZ Water/Boise: $23.10 (Water) + $35.64 (Sewer) = $58.74
- Meridian: $15.44 (Water) + $41.41 (Sewer) = $56.85
- Pocatello (Metered): $22.59 (Water) + $30.55 (Sewer) = $53.14
- Coeur d'Alene: $13.40 (Water) + $37.98 (Sewer) = $51.38
- Nampa (FY20, BOA Rec.): $16.74 (Water) + $33.31 (Sewer) = $50.05
- Caldwell: $14.25 (Water) + $34.88 (Sewer) = $49.13
- Idaho Falls (Metered): $31.12 (Water) + $14.39 (Sewer) = $45.51

Water and Sewer Costs
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
## Water Hookup Fees

<table>
<thead>
<tr>
<th>Trans Code</th>
<th>New Fee?</th>
<th>Description</th>
<th>Current Fees</th>
<th>Proposed Fees</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Hookup Fee - Domestic Water Base (per EDU)</td>
<td>$1,034.00</td>
<td>$1,097.00</td>
<td>6.09%</td>
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<tr>
<td>No</td>
<td>Hookup Fee - Domestic Water Fire Flow (per EFU)</td>
<td>$145.00</td>
<td>$154.00</td>
<td>6.21%</td>
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<tr>
<td>No</td>
<td>1&quot; Meter Connection Fee</td>
<td>$463.00</td>
<td>$491.00</td>
<td>6.05%</td>
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<tr>
<td>No</td>
<td>1.5&quot; Meter Connection Fee</td>
<td>$679.00</td>
<td>$720.00</td>
<td>6.04%</td>
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<tr>
<td>No</td>
<td>2&quot; Meter Connection Fee</td>
<td>$865.00</td>
<td>$918.00</td>
<td>6.13%</td>
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<tr>
<td>No</td>
<td>1&quot; Domestic Service Line Fee</td>
<td>$1,495.00</td>
<td>$1,586.00</td>
<td>6.09%</td>
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<tr>
<td>No</td>
<td>1.5&quot; Domestic Service Line Fee</td>
<td>$1,876.00</td>
<td>$1,990.00</td>
<td>6.08%</td>
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<tr>
<td>No</td>
<td>2&quot; Domestic Service Line Fee</td>
<td>$2,405.00</td>
<td>$2,552.00</td>
<td>6.11%</td>
<td></td>
</tr>
</tbody>
</table>

Reflects 6.09% change in the PPI-West Construction Cost Index from Oct 2017 – Oct 2018

FY20 Domestic Water Rates and Fees & Water Hookup Fees Increase Proposal
FY20 Domestic Water Rates and Fees & Water Hookup Fees Increase Proposal
Minimizing Impacts

• Asking for additional rate increases is a difficult decision
• Our goal is to slowly increase rates until the City of Nampa is able to maintain current infrastructure
• In the future, cost increases will only be implemented based on construction index
MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of 2019 ("Effective Date"), by and between the City of Nampa, Idaho ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("Company"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, certain sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("Residential Property Owner"); and

WHEREAS, Company desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A (each, a "Product" and collectively, the "Products"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** Company intends to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.

2. **Grant of License.** City hereby grants to Company a non-exclusive license ("License") to use City's name and logo on letterhead and marketing materials to be sent to Residential Property Owners from time-to-time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. In the event that City fails to object to any marketing material presented to it within thirty (30) days, the marketing material shall be deemed approved. In the event that City extends a similar license to a competitor of Company during the Term and any Renewal Term of this Agreement, the City shall provide thirty (30) days' notice prior to such grant of license and Company may immediately terminate this Agreement.

3. **Term.** The term of this Agreement ("Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing approved and initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.
4. **Consideration.** Company shall pay City a National League of Cities membership allowance ("NLC Allowance") as set forth in Exhibit A. Company will pay City NLC Allowances within thirty (30) days after the date such NLC Allowance becomes payable.

5. **Indemnification.** Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "Indemnitee") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnitee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

   To City:
   ATTN: Debbie Kling
   City of Nampa
   411 3rd St. S.
   Nampa, ID 83651
   Phone: (208) 468-5401

   To Company:
   ATTN: Chief Sales Officer
   Utility Service Partners Private Label, Inc.
   4000 Town Center Boulevard, Suite 400
   Canonsburg, PA 15317
   Phone: (866) 974-4801

6. **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

7. **Assignment.** This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the City, such consent not to be unreasonably withheld.
8. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

9. **Choice of Law/Attorney Fees/Venue.** The governing law shall be the laws of the State of Idaho. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party. Venue for any litigation, mediation or arbitration of disputes arising from this Agreement shall be Canyon County, Idaho.

10. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

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

CITY OF NAMPA

Name: Deborah Kling

Title: Mayor

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer
Exhibit A
NLC Service Line Warranty Program
City of Nampa
Term Sheet
April 16, 2019

I. Initial Term. Three years

II. License Conditions.
   City's reasonable approval under the terms of the Agreement to the use of its logo and
   name on letterhead, advertising, signature line and marketing materials.

III. NLC Allowance. $20,691.00 spread across the first three years of the Term, as follows:
   a. Year 1 - $6,897.00
   b. Year 2 - $6,897.00
   c. Year 3 - $6,897.00

Payment of the NLC Allowance for the first Year is subject to the approval and mailing of the
first campaign for that year. In subsequent years, payment of the NLC Allowance is subject to
City's compliance with the terms of the Agreement and approval of all other marketing materials
for the prior year and the approval and mailing of the first campaign of the current contract year.

IV. Products.
   a. External water service line warranty (initially, $5.25 per month)
   b. External sewer/septic line warranty (initially, $7.25 per month)
   c. Interior plumbing and drainage warranty (initially, $9.49 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment
shall not exceed $.50 per month in any 12-month period, unless otherwise agreed by the
Parties in writing.

V. Scope of Coverage.
   a. External water service line warranty:
      - Homeowner responsibility: From the meter to the external wall of the home.
      - Covers thawing of frozen external water lines.
      - Covers well service lines if applicable.
   b. External sewer/septic line warranty:
      - Homeowner responsibility: From the exit point of the home to the main.
      - Covers septic lines if applicable
   c. Interior plumbing and drainage warranty:
      - Water supply pipes and drainage pipes within the interior of the home.

VI. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per
year, comprised of up to six mailings and such other channels as may be mutually agreed.
Initially, Company anticipates offering the Interior plumbing and drainage warranty Product via
in-bound channels only.
Village of Airport Drive
An important message from the Village of Airport Drive

It's important to protect your finances from the unexpected expense and inconvenience of emergency repairs.

That's why the Village of Airport Drive has selected Service Line Warranties of America (SLWA)—a premier provider of home emergency repair programs to homeowners nationwide—to offer Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage to Airport Drive homeowners.

Many homeowners are not aware that they are responsible for certain systems; for example, many Americans don't know that they are responsible to pay for repairs to water service and sewer/septic lines buried underground on private property. Many homeowners are not prepared to handle the high costs of unexpected water service and sewer/septic line breakdowns. Plans from SLWA give homeowners financial relief from the cost of covered repairs due to breakdowns of major systems inside and outside their homes. An optional plan from SLWA can help protect Airport Drive homeowners from potentially expensive repair costs.

The enclosed information is provided to help you understand how a plan from SLWA—an independent company—can help protect you and your finances, and decide whether it's right for you.

Call SLWA toll-free at 1-844-267-8795 for more information, to sign up for coverage or to opt out of any future SLWA mailings. Please visit www.slwfa.com for frequently asked questions and links to additional information.

The Village of Airport Drive
Dear <<Mr. Sample>>,  

This letter contains important information about your responsibilities as a homeowner in the event of an emergency with your water service or sewer/septic line. 

The exterior water service and sewer/septic lines, which run from your utility's point of maintenance to your home, are your responsibility. If you were unfortunate enough to suffer a leak, break or clog in these lines, it would be up to you to find a plumber and get the lines repaired.  

The Village of Airport Drive has partnered with Service Line Warranties of America (SLWA) to help eligible homeowners be prepared and have the best possible service in the case of such an emergency. So you’re invited to enroll in Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage from SLWA. Accept this optional coverage and you’ll receive as many service calls as you need up to $8,500 per call for covered water service or well line repairs, and as many service calls as you need up to $8,500 per call for covered sewer/septic line repairs (30-day wait with a money-back guarantee for both) and no deductible. You will also have access to a 24/7, 365-day-a-year emergency repair service hotline. Once you have made your service call, SLWA will take care of your covered repair, dispatching a qualified plumber to your home and paying the bill directly. Peace of mind starting for as little as $5.25 per month. Your emergency is dealt with and your water service or sewer/septic line is back to normal. 

In the event of an emergency, these plans can save you a significant amount of money—a service line replacement may cost you thousands of dollars. They can also save you the time of finding a plumber, which can be difficult in the best of times, let alone in an emergency. Having these plans also helps eliminate worry, as you can be sure of a professional job completed by local, licensed and insured plumbers. These are the only service line protection programs for homeowners fully supported by the Village of Airport Drive. 

Please take the time to read the information on the back of this letter. If you would like to sign up for a plan, simply complete and return the enclosed form or call toll-free 1-844-257-8795. We certainly hope that you never have an exterior water service or sewer/septic line emergency, but if you should ever have a problem, you'll be glad you're covered. These programs are managed by SLWA, and no public funds were used for the mailing of this letter. 

For fastest processing, please visit www.slwofa.com. 

Sincerely,  

The Village of Airport Drive  

Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), with corporate offices located at 11 Grandview Circle, Suite 100, Canonsburg, PA 15317, is an independent company separate from the Village of Airport Drive and offers this optional service plan as an authorized representative of the service contract provider, North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Your choice of whether to participate in this service plan will not affect the price, availability or terms of service you have with your local utility or municipality.
Acceptance Form

Please confirm your name and address below and make any changes if necessary.
<<Sample A. Sample_xxxxx>>
<<Serv_Address1_xxxxxxxx>>
<<Serv_Address2_xxxxxxxx>>
<<Serv_City_xx, ST Zip>>

By providing my e-mail address, I request that I be notified when my current and future service agreements and any related documents are available at www.slwofa.com, and I acknowledge that I can access these documents. I can change my preferences or request paper copies online or by calling SLWA.

E-mail Address ________________________________________________________________ Phone # __________ __________ __________ __________

Choose Your Protection Plan(s)
For fastest processing, please visit www.slwofa.com.

**BEST VALUE**

<table>
<thead>
<tr>
<th>Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage &lt;&lt;Mailcode-xxxxx&gt;&gt; &lt;&lt;Mailcode-xxxxx&gt;&gt;</th>
<th>FIRST-YEAR SAVINGS OF 10% OFF when you select both plans</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ $42.50 $11.24</td>
</tr>
<tr>
<td></td>
<td>☐ $150.00 $134.88</td>
</tr>
<tr>
<td></td>
<td>MONTHLY</td>
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<td></td>
<td>YEARLY</td>
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<td>Exterior Water Service Line Coverage &lt;&lt;Mailcode-xxxxx&gt;&gt;</td>
<td>☐ $5.25</td>
</tr>
<tr>
<td>Exterior Sewer/Septic Line Coverage &lt;&lt;Mailcode-xxxxx&gt;&gt;</td>
<td>☐ $7.25</td>
</tr>
<tr>
<td></td>
<td>☐ $63.00</td>
</tr>
<tr>
<td></td>
<td>☐ $87.00</td>
</tr>
</tbody>
</table>

Yes, please sign me up for the protection plan(s) from SLWA I have selected above. By signing below, I agree to the terms on the reverse side of the letter, understand there are limitations and exclusions, and meet the eligibility requirements for this coverage. SLWA will invoice me based on my selection above and I will select a payment method on the invoice. I understand this optional coverage is based on an annual contract and will automatically renew annually on the same payment terms I selected at the then-current renewal price. I can always cancel at any time.

Signature (required)
What would you do in an exterior line emergency?

The illustration shows where things may go wrong with your exterior lines and how much a licensed and insured plumber would typically charge customers who don’t have coverage. How would you cope if it happened to you? With coverage, it’s not something to worry about; you’ll have no bill to pay for covered repairs up to the benefit amount.

Replace water service line (26—100 ft.)
$2,585
Plan Members: No Charge†

Replace sewer/septic line (26—75 ft.)
$3,389
Plan Members: No Charge†

*National average repair costs within the SLWA network as of March 2018. No charge for covered repairs up to the benefit amount.

Does my homeowners insurance cover this?
Most basic homeowners insurance policies do not cover repair or replacement due to normal wear and tear of these lines.

Who is eligible for coverage?
An owner of both a residential home permanently secured to the ground and the land it is located on may be eligible for coverage. Recreational vehicles or homes on wheels and properties used for commercial purposes are not eligible for coverage. In GA, residential properties containing more than two dwelling units are not eligible. In IA, residential properties containing more than four dwelling units are not eligible.

What is the cancellation policy?
You may cancel either plan within 30 days of your start date for a full refund of the cancelled plan(s) (less any claims paid, where applicable). Cancellations after the first 30 days will be effective at the end of the then-current billing month, and you will be entitled to a prorated refund of the cancelled plan(s) less any claims paid (where applicable).

What is the term of my service agreement?
The plan is annual. For E-Z Pay/Direct Pay, credit card or debit card customers, unless you cancel, your plan automatically renews annually at the then-current renewal price with your same payment terms.

Exterior Water Service Line Not Covered Repair to any water line that branches off the main water service line, and any shared water line that provides service to multiple properties or secondary buildings. Additional exclusions apply. Exterior Sewer/Septic Line Not Covered Repair to Septic tanks; leach fields; grinder pumps; lift stations; or any non-conforming drain line, such as a basement or storm drain; repairs to any line that branches off the main line; and lines that provide service to multiple properties or secondary buildings. Additional exclusions apply. You agree to resolve disputes related to this plan by arbitration or in small claims court, without resort to class action or jury trial. To see full Terms and Conditions with complete coverage and exclusion details prior to enrolling call 1-844-257-8795 or go to www.slwafco.com.

Visit www.slwafco.com to protect your exterior lines
Or call toll-free 1-844-257-8795 | Available: MON-FRI 8AM-8PM | SAT 10AM-4PM EST

Important Questions & Answers

What am I responsible for?
As a homeowner, you are responsible for your exterior water service line and exterior sewer/septic line. If the service lines beyond the property boundary to the main connections are also the responsibility of the homeowner, then they will be covered up to the benefit amount.

What should I know about exterior lines?
Coverage is for the following exterior lines, for which you have sole responsibility that are damaged due to normal wear and tear, not accident or negligence. Exterior Water Service Line Coverage provides, up to the benefit amount, for the covered cost to repair or replace a leaking, frozen, low pressure, or permanently blocked exterior water service line from your utility’s responsibility or external wall of your well casing to the external wall of your home. Exterior Sewer/Septic Line Coverage provides, up to the benefit amount, for the covered cost to repair or replace a leaking or permanently blocked sewer line that takes wastewater away from the exit point within your home up to your utility’s responsibility, or septic line that takes wastewater away from the exit point within your home up to the point of connection to the septic tank on your property.

Not covered: Damage from accidents, negligence or otherwise caused by you, others or unusual circumstances and the product-specific exclusions below.
Dear <<Mr. Sample>>, 

This letter contains important information about your responsibilities as a homeowner in the event of an emergency with your water service or sewer/septic line. 

The exterior water service and sewer/septic lines, which run from your utility's point of maintenance to your home, are your responsibility. If you were unfortunate enough to suffer a leak, break or clog in these lines, it would be up to you to find a plumber and get the lines repaired. 

The Village of Airport Drive has partnered with Service Line Warranties of America (SLWA) to help eligible homeowners be prepared and have the best possible service in the case of such an emergency. So you're invited to enroll in Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage from SLWA. Accept this optional coverage and you'll receive as many service calls as you need up to $8,500 per call for covered water service or well line repairs, and as many service calls as you need up to $8,500 per call for covered sewer/septic line repairs (30-day wait with a money-back guarantee for both) and no deductible. You will also have access to a 24/7, 365-day-a-year emergency repair service hotline. Once you have made your service call, SLWA will take care of your covered repair, dispatching a qualified plumber to your home and paying the bill directly. Peace of mind starting for as little as $5.25 per month. Your emergency is dealt with and your water service or sewer/septic line is back to normal. 

In the event of an emergency, these plans can save you a significant amount of money—a service line replacement may cost you thousands of dollars. They can also save you the time of finding a plumber, which can be difficult in the best of times, let alone in an emergency. Having these plans also helps eliminate worry, as you can be sure of a professional job completed by local, licensed and insured plumbers. These are the only service line protection programs for homeowners fully supported by the Village of Airport Drive. 

Please take the time to read the information on the back of this letter. If you would like to sign up for a plan, simply complete and return the enclosed form or call toll-free 1-844-257-8795. We certainly hope that you never have an exterior water service or sewer/septic line emergency, but if you should ever have a problem, you'll be glad you're covered. These programs are managed by SLWA, and no public funds were used for the mailing of this letter. 

For fastest processing, please visit www.slwofa.com. 

Sincerely, 

The Village of Airport Drive

Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), with corporate offices located at 11 Grandview Circle, Suite 100, Canonsburg, PA 15317, is an independent company separate from the Village of Airport Drive and offers this optional service plan as an authorized representative of the service contract provider, North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Your choice of whether to participate in this service plan will not affect the price, availability or terms of service you have with your local utility or municipality.
Acceptance Form

Please confirm your name and address below and make any changes if necessary.

<<Sample A. Sample_xxxxx>>
<<Serv_Address1_xxxxxx>>
<<Serv_Address2_xxxxxx>>
<<Serv_City_xx, ST Zip>>

By providing my e-mail address, I request that I be notified when my current and future service agreements and any related documents are available at www.slwofa.com, and I acknowledge that I can access these documents. I can change my preferences or request paper copies online or by calling SLWA.

E-mail Address __________________________________________ Phone # ____________ ____________ ____________

Choose Your Protection Plan(s)

For fastest processing, please visit www.slwofa.com.

BEST VALUE

<p>| Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage |</p>
<table>
<thead>
<tr>
<th>Mailcode-xxxx</th>
<th>Mailcode-xxxx</th>
</tr>
</thead>
<tbody>
<tr>
<td>$12.50</td>
<td>$11.24</td>
</tr>
<tr>
<td>$150.00</td>
<td>$134.88</td>
</tr>
</tbody>
</table>

FIRST-YEAR SAVINGS OF 10% OFF when you select both plans

| Exterior Water Service Line Coverage |
| Mailcode-xxxx |
| $5.25 |
| $63.00 |

| Exterior Sewer/Septic Line Coverage |
| Mailcode-xxxx |
| $7.25 |
| $87.00 |

MONTHLY | YEARLY

Yes, please sign me up for the protection plan(s) from SLWA I have selected above. By signing below, I agree to the terms on the reverse side of the letter, understand there are limitations and exclusions, and meet the eligibility requirements for this coverage. SLWA will invoice me based on my selection above and I will select a payment method on the invoice. I understand this optional coverage is based on an annual contract and will automatically renew annually on the same payment terms I selected at the then-current renewal price. I can always cancel at any time.

Signature (required)
What would you do in an exterior line emergency?

The illustration shows where things may go wrong with your exterior lines and how much a licensed and insured plumber would typically charge customers who don’t have coverage. How would you cope if it happened to you? With coverage, it’s not something to worry about; you’ll have no bill to pay for covered repairs up to the benefit amount.

- Replace water service line (26–100 ft.)
  $2,585
- Plan Members: No Charge
- Replace sewer/septic line (26–75 ft.)
  $3,389
- Plan Members: No Charge

*National average repair costs within the SLWA network as of March 2018. No charge for covered repairs up to the benefit amount.

Take A Look At The Benefits You’ll Receive

| 1. Covered Repairs – Guaranteed for one full year. | ☑ | ☑ |
| 2. 24-Hour Emergency Repair Service Hotline – Open 24 hours a day, 365 days a year. | ☑ | ☑ |
| 3. Our Promise to You – If you are ever dissatisfied with your coverage, simply call SLWA toll-free at 1-844-257-8795, and it will be discontinued at your request. | ☑ | ☑ |

Visit www.slwofa.com to protect your exterior lines
Or call toll-free 1-844-257-8795 | Available: MON-FRI 8AM-8PM | SAT 10AM-4PM EST

Important Questions & Answers

What am I responsible for?
As a homeowner, you are responsible for your exterior water service line and exterior sewer/septic line. If the service lines beyond the property boundary to the main connections are also the responsibility of the homeowner, then they will be covered up to the benefit amount.

Does my homeowners insurance cover this?
Most basic homeowners insurance policies do not cover repair or replacement due to normal wear and tear of these lines.

Does this coverage include well lines?
Yes, coverage provides for repair or replacement of either water service or well lines, as explained in the “What should I know about this coverage” section.

Who is eligible for coverage?
An owner of both a residential home permanently secured to the ground and the land it is located on may be eligible for coverage. Recreational vehicles or homes on wheels and properties used for commercial purposes are not eligible for coverage.

What should I know about this coverage?
Coverage is for the following exterior lines, for which you have sole responsibility, that are damaged due to normal wear and tear, not accident or negligence:
- Exterior Water Service Line Coverage – Provides up to the benefit amount, for the covered cost to repair or replace a leaking, frozen, low pressure, or permanently blocked exterior water service line from your utility’s responsibility or external wall of your well casing to the external wall of your home.
- Exterior Sewer/Septic Line Coverage – Provides up to the benefit amount, for the covered cost to repair or replace a leaking or permanently blocked sewer line that takes wastewater away from the exit point within your home up to your utility’s responsibility or septic line that takes wastewater away from the exit point within your home up to the point of connection to the septic tank on your property.
- Not covered: Damage from accidents, negligence or otherwise caused by you, others or unusual circumstances and the product-specific exclusions below.

Exterior Water Service Line Not Covered: Repair to any water line that branches off the main water service line, and any shared water line that provides service to multiple properties or secondary buildings. Additional exclusions apply. Exterior Sewer/Septic Line Not Covered: Septic tanks, leach fields, grinder pumps, lift stations, or any non-conforming drain line, such as a basement or storm drain, repairs to any line that branches off the main line, and lines that provide service to multiple properties or secondary buildings. Additional exclusions apply. You agree to resolve disputes related to this plan by arbitration or in small claims court, without resort to class action or jury trial. To see full Terms and Conditions with complete coverage and exclusion details prior to enrolling call 1-844-257-8795 or go to www.slwofa.com.

When can I make a service call?
Your plan(s) start the day your form is processed, and there is an initial 30-day waiting period before you can make a service call, giving you 11 months of coverage during the first year. Upon renewal/reactivation (if applicable), you will not be subject to a waiting period.

What is the cancellation policy?
You may cancel either plan within 30 days of your start date for a full refund of the cancelled plan(s) (less any claims paid, where applicable). Cancellations after the first 30 days will be effective at the end of the then-current billing month, and you will be entitled to a prorata refund of the cancelled plan(s) less any claims paid (where applicable). You may also contact SLWA to cancel if you find your utility or municipality provides similar coverage to you at no charge, and you will receive a refund less any claims paid (where applicable).

What is the term of my service agreement?
The plan is annual. For E-Z Pay/Direct Pay, credit card or debit card customers, unless you cancel, your plan automatically renews annually at the then-current renewal price with your same payment terms.

What is E-Z Pay/Direct Pay?
E-Z Pay/Direct Pay is a paperless and stress-free way to pay for your coverage. Payments are automatically debited from the bank/checking account of your choice as your payment becomes due, at no additional cost.

What quality of repair can I expect?
Local, licensed and insured plumbers perform covered repairs, which are guaranteed against defects in materials and workmanship for one year.

Who is SLWA?
SLWA is an independent company, separate from your city, local utility or municipality, providing emergency home repair services and protection solutions to homeowners across the U.S. If you would prefer not to receive solicitations from SLWA, please call 1-844-257-8795.
ORDINANCE NO. ________

AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS 58 AND 0 N. KINGS ROAD, COMPRISING APPROXIMATELY 3.87 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 IL (LIGHT INDUSTRIAL) 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 101-18 (Trek Investment Annexation) at a public hearing held on September 17, 2018.

Section 2. The following described properties, commonly known as 58 And 0 N. Kings Road, together comprising approximately 3.87 acres, more or less, are contiguous to the City of Nampa, Idaho, and the applicant has requested that said following described properties should be annexed into the City of Nampa as IL (Light Industrial):

See Exhibits “A” and “A-1,” attached hereto and made a part hereof by this reference.

Section 3. That the above-described properties are hereby annexed into the corporate limits of the City of Nampa and zoned IL (Light Industrial).

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 properties on the official zoning map and other area maps of the City of Nampa, Idaho, as lying within the city limits
and zoned IL (Light Industrial).

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 1st day of July, 2019.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 1st day of July, 2019.

Attest:

Mayor Debbie Kling  
City Clerk
Exhibit A

All that part of ground lying South of Mason Creek, described as follows:

South Half of the Northwest Quarter of the Southwest Quarter of Section 24, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, as the same is numbered and designated on the Official Plat thereof, of record and on file in the Office of the County Recorder of Canyon County, Idaho.

Excepting therefrom:

A part of the Northwest Quarter of the Southwest Quarter of Section 24, Township 3 North, Range 2 West of the Boise Meridian in Canyon County, Idaho, more particularly described to-wit:

Commencing at the Southwest corner of the Southwest Quarter of Section 24, Township 3 North, Range 2 West of the Boise Meridian; thence North 1326.60 feet along the West boundary of said Southwest Quarter, to the Southwest corner of the Northwest Quarter of the said Southwest Quarter, the Initial Point; thence continuing North 66.00 feet along the West boundary of the said Northwest Quarter of the Southwest Quarter; thence leaving the West boundary South 89°45'00" East 330.00 feet along a line parallel to the South boundary of the said Northwest Quarter of the Southwest Quarter; thence South 66.00 feet along a line parallel to the said West boundary, to a point in the said South boundary; thence North 89°45'00" West 330.00 feet along the said South boundary, to the Initial Point.

And also excepting therefrom:

A part of the Northwest Quarter of the Southwest Quarter of Section 24, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, more particularly described to-wit:

Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 24, Township 3 North, Range 2 West of the Boise Meridian; thence North along the West boundary of the said Northwest Quarter of the Southwest Quarter, a distance of 66 feet to the Real Point of Beginning; thence continuing North 66 feet along the West boundary line of the said Northwest Quarter of the Southwest Quarter; thence South 89°45'00" East a distance of 468.70 feet more or less to a point on the center line of Mason Creek; thence along the center line of Mason Creek South 50°22'50" East a distance of 208.10 feet more or less to a point in the said South boundary of the Northwest Quarter of the Southwest Quarter; thence North 89°45'00" West, a distance of 398.99 feet along the said South boundary of the Northwest Quarter of the Southwest Quarter; thence North 66 feet along a line parallel to the West boundary of the said Northwest Quarter of the Southwest Quarter; thence North 89°45'00" West, a distance of 330 feet to the Real Point of Beginning.
EXHIBIT A - 1

A parcel of land being a portion of the Northwest Quarter of the Southwest Quarter of Section 24, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at brass Cap monument marking the Southwest corner of the Southwest Quarter of said Section 24, from which a Brass Cap monument marking the Northwest corner of said Southwest Quarter bears North 0° 14° 54° E a distance of 2652.07 feet; thence

North 0° 14° 54° E along the westerly boundary of said Southwest Quarter a distance of 1326.03 feet to a 5/8 inch diameter rebar making the southwest corner of said Northwest Quarter of the Southwest Quarter; thence continuing North 0° 14° 54° E along said westerly boundary a distance of 66.00 feet to the POINT OF BEGINNING; THENCE CONTINUING

North 0° 14° 54° E along said westerly boundary a distance of 66.00 feet to a point; thence leaving said westerly boundary

South 89° 30° 46° E along a line being parallel to the southerly boundary of said Northwest Quarter of the Southwest Quarter a distance of 588.70 feet (formerly 468.70 feet) to a point on the centerline of Mason Creek; thence South 50° 08° 24° E along said centerline a distance of 208.08 feet to a point on the southerly boundary of said Northwest Quarter of the Southwest Quarter; thence

North 89° 30° 46° W along said southerly boundary a distance of 398.99 feet to a 5/8 inch diameter rebar; thence leaving said southerly boundary

North 0° 14° 14° E a distance of 66.00 feet to a 5/8 inch diameter rebar; thence

North 89° 30° 46° W along a line being parallel to the southerly boundary of said Northwest Quarter of the Southwest Quarter a distance of 330.00 feet to the POINT OF BEGINNING.
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”), is made and entered into this 54th day of [Date], 2019 (the “Effective Date”), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the “City,” and Trek Investment Group, LLC, hereinafter referred to as the “Owner/Developer.”

RECITALS

A. The Owner/Developer are the owner of approximately 3.87 acres of real property legally described in Exhibit “A” attached hereto and made a part hereof (the “Property”).

B. The Owner/Developer applied to City on July 10, 2018 (the “date of application”) for Development Agreement Annexation and Zoning to IL (Light Industrial) for a Storage Unit Project at 58 and 0. N. Kings Road. (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 Development Agreement Annexation and Zoning to IL (Light Industrial) for a for a Storage Unit Project at 58 and 0. N. Kings Road subject to the terms and commitments contained in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated below, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the parties’ commitments applicable to the Property as set forth herein, or the zoning designation approved hereby as the Property has been deemed suitable for the uses allowed within said zoning designation.

2. This Agreement is intended to be supplemental to all other local, city, state and federal Code requirements, rules and regulations, and is established to help assure the compatibility of the resulting land use with the surrounding area. Provided, however, that to the extent this Agreement conflicts with any provision of the Nampa City Code, this Agreement shall prevail to the extent permitted by law.
3. The provisions and stipulations of this Agreement shall be binding on City, the Owner/Developer, each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property and are, in no particular order, as set forth in the conditions of approval attached hereto as Exhibit "B", and by this reference incorporated herein.

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

5. The execution of this Agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the Property to its prior designation upon failure of the 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 the Owner/Developer or successors and/or assigns fails to cure such failure within a reasonable timeframe as set forth below.

6. This Agreement and the commitments contained herein shall be terminated, and the zoning designation reversed, upon the failure of the 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 the Owners/Developer's failure to comply with the terms and conditions of this Agreement to the Owner/Developer and the Owner/Developer fails to cure such failure within six (6) months of the 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 the Owner/Developer, and after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

7. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete application for a building permit is filed. Reasonable development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this agreement or the annexation pursuant thereto.

8. It is intended by the parties that this Agreement shall be recorded on the Effective Date or as soon as practicable thereafter. The parties further intend that the provisions of this Agreement shall run with the Property and shall be binding upon City, the Owner/Developer, each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.
9. If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions herein shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

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

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

12. This Agreement may be executed in counterparts, each of which shall constitute an original, all of which together shall constitute one and the same Agreement.

13. In the event the Owner/Developer, their 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 the 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 the 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 the 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 the 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 the 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 reasonably 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 reasonably period as may be necessary to complete the curing of the same with diligence and continuity, but in any event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by the Owner/Developer for the portion of the Property still owned by the Owner/Developer.

c. In the event the performance of any obligation to be performed hereunder by either the Owners/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 of any terms of this Agreement as mutually recognized by the Owner/Developer or City, or any assignees or successors claiming an interest herein, City may withhold building permits for any remaining lots within the development until such time as the default is cured.

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

CITY OF NAMPA

________________________
Debbie Kling, Mayor

________________________
Attest: Debbie Rosin, City Clerk
STATE OF IDAHO  
)  
) ss.
County of Canyon  
)

On this ___ day of __________, in the year of 2019 before me 
______________________________________, personally appeared Debbie Kling, known or identified to me, to 
be the Mayor of the City of Nampa, whose name is subscribed to the within and foregoing instrument and acknowledged to me that she 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.

______________________________________
SEAL

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

OWNER/DEVELOPER

Richard Cody Lane, Member
Trek Investment Group, LLC
STATE OF IDAHO )
  ) ss.
County of Canyon )

On this 24th day of June, in the year of 2019 before me,

[Signature]  

personally appeared Richard Cody Lane, known or identified to me, to be the owner of the property referenced herein and the person who executed the foregoing instrument.

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

[Signature]

Notary Public for State of Idaho
Residing at Caldwell, ID
Commission Expires: 9/17/21
EXHIBIT “A”

DESCRIPTION FOR ANNEXATION TO THE CITY OF NAMPA AND IL (LIGHT INDUSTRIAL) ZONING
Exhibit A

All that part of ground lying South of Mason Creek, described as follows:

South Half of the Northwest Quarter of the Southwest Quarter of Section 24, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, as the same is numbered and designated on the Official Plat thereof, of record and on file in the Office of the County Recorder of Canyon County, Idaho.

Excepting therefrom:

A part of the Northwest Quarter of the Southwest Quarter of Section 24, Township 3 North, Range 2 West of the Boise Meridian in Canyon County, Idaho, more particularly described to-wit:

Commencing at the Southwest corner of the Southwest Quarter of Section 24, Township 3 North, Range 2 West of the Boise Meridian; thence North 1326.60 feet along the West boundary of said Southwest Quarter, to the Southwest corner of the Northwest Quarter of the said Southwest Quarter, the Initial Point; thence continuing North 66.00 feet along the West boundary of the said Northwest Quarter of the Southwest Quarter; thence leaving the West boundary South 89°45'00" East 330.00 feet along a line parallel to the South boundary of the said Northwest Quarter of the Southwest Quarter; thence South 66.00 feet along a line parallel to the said West boundary, to a point in the said South boundary; thence North 89°45'00" West 330.00 feet along the said South boundary, to the Initial Point.

And also excepting therefrom:

A part of the Northwest Quarter of the Southwest Quarter of Section 24, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, more particularly described to-wit:

Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 24, Township 3 North, Range 2 West of the Boise Meridian; thence North along the West boundary of the said Northwest Quarter of the Southwest Quarter, a distance of 66 feet to the Real Point of Beginning; thence continuing North 66 feet along the West boundary line of the said Northwest Quarter of the Southwest Quarter; thence South 89°45'00" East a distance of 468.70 feet more or less to a point on the center line of Mason Creek; thence along the center line of Mason Creek South 50°22'50" East a distance of 208.10 feet more or less to a point in the said South boundary of the Northwest Quarter of the Southwest Quarter; thence North 89°45'00" West, a distance of 398.99 feet along the said South boundary of the Northwest Quarter of the Southwest Quarter; thence North 66 feet along a line parallel to the West boundary of the said Northwest Quarter of the Southwest Quarter; thence North 89°45'00" West, a distance of 330 feet to the Real Point of Beginning.
EXHIBIT A - 1

A parcel of land being a portion of the Northwest Quarter of the Southwest Quarter of Section 24, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at brass Cap monument marking the Southwest corner of the Southwest Quarter of said Section 24, from which a Brass Cap monument marking the Northwest corner of said Southwest Quarter bears North 0° 14° 54° E a distance of 2652.07 feet; thence

North 0° 14° 54° E along the westerly boundary of said Southwest Quarter a distance of 1326.03 feet to a 5/8 inch diameter rebar making the southwest corner of said Northwest Quarter of the Southwest Quarter; thence continuing North 0° 14° 54° E along said westerly boundary a distance of 66.00 feet to the POINT OF BEGINNING; THENCE CONTINUING

North 0° 14° 54° E along said westerly boundary a distance of 66.00 feet to a point; thence leaving said westerly boundary

South 89° 30° 46° E along a line being parallel to the southerly boundary of said Northwest Quarter of the Southwest Quarter a distance of 588.70 feet (formerly 468.70 feet) to a point on the centerline of Mason Creek; thence South 50° 08° 24° E along said centerline a distance of 208.08 feet to a point on the southerly boundary of said Northwest Quarter of the Southwest Quarter; thence

North 89° 30° 46° W along said southerly boundary a distance of 398.99 feet to a 5/8 inch diameter rebar; thence leaving said southerly boundary

North 0° 14° 14° E a distance of 66.00 feet to a 5/8 inch diameter rebar; thence

North 89° 30° 46° W along a line being parallel to the southerly boundary of said Northwest Quarter of the Southwest Quarter a distance of 330.00 feet to the POINT OF BEGINNING.
EXHIBIT “B”

CONDITIONS OF APPROVAL

1) The Owner/Developer shall develop the Property in general compliance with the Conceptual Site Plan, Entry, Emergency Access, Storage Types, Office, Storage and RV Storage Design and Kings Road Landscape Buffering as depicted in Exhibit “C”.

2) The Owner/Developer shall provide documentation from the Federal Aviation Administration that they have complied with Airport Zoning/Runway requirements.

3) At time of development of the site, the developer shall extend all public utilities to and through the site in accord with current City Policy and Master Plans. These improvements will include, but not be limited to:
   a) Sewer main and service(s)
   b) Water main and service(s)
   c) Pressure Irrigation (dry line in Kings Road).
   d) Storm drainage - both on and off-site
   e) Gravity Irrigation - either continued delivery to, or wastewater from adjacent properties

4) Granting of any access or facility easements for and to the City of Nampa and any other utility company or jurisdictional entity as necessary for the operation and maintenance of any utility existing, proposed, or relocated with the development of this site.

5) Abandonment of any existing domestic well or septic systems will be accomplished under the guidelines established by:
   a) Domestic Well - The Idaho Department of Water Resources
   b) Septic Systems – Southwest District Health Department
   c) Copies of all related documents certifying that the well and septic systems have been abandoned shall be forwarded to the City of Nampa Engineering Division for the project files.

6) Parcels lie within the one hundred (100-year) flood zone. At time of site development and application for building permits, the owner will be required to provide pre and post construction elevation certificates establishing the finished floor elevations of all buildings and structures to be constructed on the site.

7) Right-of-way dedication - Required
   o North Kings Road - Functional Classification is a collector. Forty-feet (40’) for half of a future eighty-foot (80’) right-of-way

8) At time of development or redevelopment, full frontage improvements are required and will include, but not be limited to:
   o Curb, gutter, and sidewalk
   o Pavement widening and striping as required
9) **Hours of Operation.**
   a) **Self-storage:** Storage units accessible to tenants shall be limited to between 6:00 AM and 10:00 PM daily.

10) **Locations Allowed.** All public storage facilities shall be constructed/located on a property that has direct access to/from a public street and abuts/fronts the same; although the service drive(s) in the storage facility may remain private; and shall not be farther than three hundred feet (300') from a collector or arterial street in any event; and

11) **Structure Appearance.**
   a) Buildings shall be constructed in general conformance with the Building Design for the proposed storage facility as depicted in “Exhibit C.”
   b) Any portions of a building wall visible from a public street and longer than one hundred feet (100’) shall include facade changes such as bases, fenestration, offsets, or wall plane jogs built into the same; and
   c) External building materials shall be a mix of materials as approved by the Design Standards Committee; and
   d) Exterior finish materials used on/for buildings in a storage facility shall be non-reflective and shall include use of at least three (3) colors and three (3) material textures or three (3) different materials in exterior wall composition; and
   e) Shall on all buildings made a part of a facility feature a residential roof structure, minimum one quarter to twelve (1/2:12) pitch. Any roof mounted vents (e.g., on the office building) shall be painted to match the color of the roof; and
   f) Exterior paint colors shall be earth tone with no white, black or reflective/fluorescent coloring allowed; and
   g) Storage facility offices shall, in addition, have at least twenty five percent (25%) glazing on their primary facade(s); and
   h) Storage buildings shall be limited to nineteen feet (19') in height at the edge of eaves. The office building at the main entry shall be allowed to be two (2) story in height.

12) **Project Design and Layout.**
   a) Project Design and Layout for the shall be in general conformance with the Conceptual Site and Landscape Plan for the proposed storage facility as depicted in “Exhibit C.”
   b) Service drives accessing and running between the units shall comply with standards adopted either by the Nampa fire department (as they also serve as fire lanes) or by regulations found in chapter 22 of this title, whichever is more restrictive; and
   c) All service drives and parking areas excepting for large recreational vehicle storage shall be paved. Parking areas exclusively designed for the parking of recreational vehicles (including trailers, RVs, boats and motorcycle/4-wheeler/ATV vehicles on trailers, etc.) may be graveled and may be covered with a carport structure not exceeding nineteen feet (19') in height; and
d) Buildings may be used as perimeter side and rear yard fencing when not adjoining a residentially zoned or used property. (In the case of the latter circumstance, a sight/site obscuring fence at least 6 feet in height and not more than 8 feet shall be emplaced on the intervening property line between the storage facility and residential neighbor in lieu of using the buildings as screening/fencing. Accordingly, the building(s) closest to that property line shall comply with interior yard setback requirements pertinent to the zone within which the storage facility will be developed.); and
e) A storage facility project shall comply with front yard setback requirements pertinent to the zone within which the facility is proposed to be developed.

13) Lighting and Security.
a) All exterior structure lighting shall be shielded, screened, and/or shuttered from with ninety-degree (90°) cutoff luminaries and shall be otherwise directed to prevent illumination of adjoining properties, particularly when located adjoining or across the street from residentially used or zoned properties; and
b) Pole lights shall be limited to two (2) light poles per one hundred feet (100') of service drive and shall not exceed twelve feet (12") in height. Such lights shall also use ninety-degree (90°) cutoff luminaries ("down lighting"); and
c) Electrical feeds to outdoor light fixtures shall be placed underground not overhead; and
d) Floodlights shall not be allowed; and
e) Security cameras shall be allowed but only directed inwardly towards areas of the facility itself excepting for the main entrance area of the project which may be monitored from the office or other location; and
f) Audible alarms shall be controlled in decibel level to not exceed industry standard(s).

14) Signage.
a) Signage shall be entitled to use of and governed by sign provisions for the IL Zone.
EXHIBIT "C" continued
EXHIBIT “C” continued
ORDINANCE NO. _________

AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS 904 W. GREENHURST ROAD, COMPRISING APPROXIMATELY 1.92 ACRES, MORE OR LESS, LAY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, IDAHO, AS PART OF THE RS 6 (SINGLE FAMILY RESIDENTIAL – WITH A "REQUIRED PROPERTY AREA" OF AT LEAST 6,000 SQUARE FEET) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND, DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215.

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

Section 1. That the Nampa City Council, upon recommendation of the Planning & Zoning Commission, and following the public notice and hearing procedures set forth in the Local Land Use Planning Act and Nampa City Code § 10-03-08 and Chapter 2, Title 10, approved Case No. ANN 115-19 (Blake Wolf Annexation) at a public hearing held on May 20, 2019.

Section 2. The following described property, commonly known as 904 W. Greenhurst Road, comprising approximately 1.92 acres, more or less (including a privately owned parcel of approximately 1.59 acres, and a portion of adjacent, unimproved platted right-of-way of approximately 0.33 acres), 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 6 (Single Family Residential – With a "Required Property Area" of at Least 6,000 Square Feet):

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

Section 3. That the above-described property is hereby annexed into the corporate limits of the City of Nampa and zoned RS 6 (Single Family Residential – With a "Required Property Area" of at Least 6,000 Square Feet).
Section 4. That the City Engineer and the Planning & Zoning Director of the City of Nampa, Idaho, are hereby instructed to so designate the same above described property on the official zoning map and other area maps of the City of Nampa, Idaho as lying within the city limits and zoned RS 6 (Single Family Residential – With a "Required Property Area" of at Least 6,000 Square Feet).

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

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

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


APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 1ST DAY OF JULY, 2019.

Attest:

________________________    _________________________
Mayor Debbie Kling          City Clerk
WOLF BUILDING COMPANY, LLC.,
ANNEXATION/ZONE DESCRIPTION

The following describes a Parcel of Land being a Portion of Lots 12 & 13 of Home Acres Subdivision No. 6 asFiled for Record in Book 2, Page 6 of Plats Records of Canyon County, Idaho and Lying in a portion of the SW1/4 SW 1/4 of Section 33, Township 3 North, Range 2 West, Boise Meridian, Canyon County Idaho, and more particularly described as follows:

COMMENCING at a found 5/8" Iron Pin Marking the Southwest Corner of said Section 33; From which, the South 1/4 Corner of said Section 33 bears, South 89°39'01" East, 2646.97 feet which is being Monumented with a found 5/8" Iron Pin; Thence along the Southerly Boundary Line of the SW 1/4 of said Section 33, South 89°39'01" East, 641.13 feet to a Point; Thence leaving said Southerly Boundary Line, North 00°48'37" West, 25.01 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" Marking the Southeast Corner of said Lot 13, the POINT OF BEGINNING:

Thence along the Easterly Boundary Line of said Lot 13, North 00°48'37" West, 355.00 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" Marking the Northeast Corner of said Lot 13;

Thence leaving said Easterly Boundary Line, and along the Southerly Boundary Line of said Lot 12, South 89°39'07" East, 20.00 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" Marking the Northeast Corner of said Lot 12;

Thence leaving said Southerly Boundary Line, and along the Easterly Boundary Line of said Lot 12, North 00°48'37" West, 408.00 feet to the Northeast Corner of said Lot 12; From said Corner, a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" Which is Witnessing said Corner bears, South 00°48'37" East, 23.00 feet;

Thence leaving said Easterly Boundary Line, and along the Northerly Boundary Line of said Lot 4, South 73°07'23" West, 100.00 feet to a point; a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" Which is Referencing said point bears, South 36°34'37" East, 15.00 feet

Thence continuing, South 53°25'23" West, 7.51 feet to a point; From said Point, a found 5/8" Iron Pin with Plastic Cap "PLS 7729 which is Witnessing said point bears, South 00°49'37" East, 17.85 feet;

Thence leaving said Northerly Boundary Line, South 00°49'37" East, 728.87 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" on the Southerly Boundary Line of said Lot 13;

Thence along the Southerly Boundary Line of said Lot 13, South 89°39'01" East, 82.00 feet to the POINT OF BEGINNING:

The above described Parcel of Land contains 1.59 Acres (66,177 Sq. Ft.), more or less.
UNIMPROVED PLATTED RIGHT OF WAY
ANNEXATION/ZONE DESCRIPTION

The following Describes a 40.00 Foot (40’) wide Strip of Land that is an Unimproved Platted Right
of Way that falls between Lots 13 & 14 as shown on the Plat Home Acres Subdivision No. 6 as
Filed for Record in Book 2, Page 6 of Plats Records of Canyon County, Idaho and Lying in a
portion of the SW1/4 SW 1/4 of Section 33, Township 3 North, Range 2 West, Boise Meridian,
Canyon County Idaho, and more particularly described as follows:

COMMENCING at a found 5/8” Iron Pin Marking the Southwest Corner of said Section 33; From
which, the South 1/4 Corner of said Section 33 bears, South 89°39’01” East, 2646.97 feet
which is being Monumented with a found 5/8” Iron Pin; Thence along the Southerly
Boundary Line of the SW 1/4 of said Section 33, South 89°39’01” East, 641.13 feet to a
Point; Thence leaving said Southerly Boundary Line, North 00°48’37” West, 25.01 feet to a
set 5/8” Iron Pin with Plastic Cap “Koerner PLS 8251” Marking the Southeast Corner of said
Lot 13, the POINT OF BEGINNING:

Thence along the Easterly Boundary Line of said Lot 13, North 00°48’37” West, 355.00 feet to a
set 5/8” Iron Pin with Plastic Cap “Koerner PLS 8251” Marking the Northeast Corner of said
Lot 13;

Thence leaving said Easterly Boundary Line, and along the Northerly Boundary Lines of said Lot
13 & 14, South 89°39’07” East, 40.00 feet to a point being the Northwest Corner of said
Lot 14;

Thence leaving said Northerly Boundary Lines, and along the Westerly Boundary Line of said Lot
14, South 00°48’37” East, 355.00 feet to the Southwest Corner of said Lot 14;

Thence leaving said Westerly Boundary Line, and along the Southerly Boundary Line of said
Unimproved Right of Way, North 89°39’01” West, 40.01 feet to the POINT OF
BEGINNING:

The above Described Strip of Land contains 0.33 Acres (14,199 Sq. Ft.), more or less.
ORDINANCE NO. _____

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL, TO MODIFY THOSE TWO ANNEXATION & ZONING DEVELOPMENT AGREEMENTS TO WHICH THOSE CERTAIN PARCEL(S) OF REAL PROPERTY, COMMONLYKnown AS 12203 W. KARCHER ROAD, NAMPA, IDAHO, COMPRISING A TOTAL OF APPROXIMATELY 29.60 ACRES, MORE OR LESS, ARE SUBJECT, DESCRIBED IN ORDINANCE NOS 3771 AND 3772, RECORDED ON FEBRUARY 8, 2008, AS INSTRUMENT NOS. 2008006946 AND 2008006947, RECORDS OF CANYON COUNTY, IDAHO, RESPECTIVELY, SO AS TO MAKE MODIFICATIONS THERETO RELATING TO LEGAL DESCRIPTIONS, CONCEPTUAL PLANS AND CONDITIONS OF APPROVAL, TO MATCH A NEWLY PROPOSED SITE DESIGN AND LAYOUT; DIRECTING THE CITY PLANNING DIRECTOR TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING RS 7 (SINGLE FAMILY RESIDENTIAL – WITH A "REQUIRED PROPERTY AREA" OF AT LEAST 7,000 SQUARE FEET) AND RP (RESIDENTIAL PROFESSIONAL) ZONE DESIGNATIONS FOR CERTAIN LANDS, COMMONLY KNOWN AS 12203 W. KARCHER ROAD, COMPRISING A TOTAL OF APPROXIMATELY 29.60 ACRES, MORE OR LESS; DETERMINING THAT SAID ZONING IS IN THE BEST INTEREST OF THE CITIZENS AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF NAMPA, IDAHO; REZONING SAID PROPERTY FROM RS 8.5 (SINGLE FAMILY RESIDENTIAL – WITH A "REQUIRED PROPERTY AREA" OF AT LEAST 8,500 SQUARE FEET) TO RS 7 (SINGLE FAMILY RESIDENTIAL – WITH A "REQUIRED PROPERTY AREA" OF AT LEAST 7,000 SQUARE FEET) AND RP (RESIDENTIAL PROFESSIONAL); PROVIDING FOR RECORDATION; INSTRUCTING THE CITY ENGINEER TO DESIGNATE SAID PROPERTY AS RS 7 (SINGLE FAMILY RESIDENTIAL – WITH A "REQUIRED PROPERTY AREA" OF AT LEAST 7,000 SQUARE FEET) AND RP (RESIDENTIAL PROFESSIONAL) ON THE OFFICIAL ZONING MAP AND OTHER AREA MAPS OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND REPEALING ALL ORDINANCES, RULES AND REGULATIONS, AND PARTS THEREOF, IN CONFLICT HEREWITH.

WHEREAS, all required public hearings have been held on modification of those two certain Annexation & Zoning Development Agreements to which those certain parcels of real property, commonly known as 12203 W. Karcher Road, Nampa, Canyon County, Idaho, are subject, described in Ordinance Nos. 3771 and 3772, recorded on February 8, 2008, as Instrument Nos. 2008006946 and 2008006947, records of Canyon County, Idaho, respectively, so as to make modifications thereto relating to legal descriptions, conceptual plans and conditions of approval, to match a newly proposed site design and layout, the total affected area comprising approximately 29.60 acres, more or less;
NOW, WHEREFORE, BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, STATE OF IDAHO;

SECTION 1. That those two certain Annexation & Zoning Development Agreements to which those certain parcels of real property, commonly known as 12203 W. Karcher Road, Nampa, Canyon County, Idaho, are subject, described in Ordinance Nos. 3771 and 3772, recorded on February 8, 2008, as Instrument Nos. 2008006946 and 2008006947, records of Canyon County, Idaho, respectively, are hereby modified as set forth in that certain "CONSOLIDATED AND AMENDED DEVELOPMENT AGREEMENT," marked as Exhibit "1," attached hereto and made a part hereof by this reference, which document will modify and replace both of the above-referenced prior agreements with respect to the respective affected properties (the entirety of which is described in said single amendment). The combined properties, which will be subject to said "CONSOLIDATED AND AMENDED DEVELOPMENT AGREEMENT," are more particularly described in the legal description labeled and marked as Exhibit "A" to said amendment (i.e., Exhibit "A" to Exhibit "1" referenced in this ordinance).

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

SECTION 3. Whereas, it has been determined by the Nampa City Council, upon the recommendation of the Nampa Planning & Zoning Commission and the public notice and hearing processes required by Idaho Code chapter 65, Title 67, that the rezone request applied for by Providence Properties, LLC (DAMO 28-19) in connection with the modification described above, to rezone the hereinafter described real property, comprising approximately 24.86 acres, more or less, from RS 8.5 (Single Family Residential – With a "Required Property Area" of at least 8,500 Square Feet) to RS 7 (Single Family Residential – With a "Required Property Area" of at least 7,000 Square Feet) should be approved, said property being more particularly described as follows:

See Exhibit "2," attached hereto and made a part hereof by this reference.

SECTION 4. Whereas, it has been determined by the Nampa City Council, upon the recommendation of the Nampa Planning & Zoning Commission and the public notice and hearing processes required by Idaho Code chapter 65, Title 67, that the rezone request applied for by Providence Properties, LLC (DAMO 28-19) in connection with the modification described above, to rezone the hereinafter described real property, comprising approximately 6.36 acres, more or less, from RS 8.5 (Single Family Residential – With a "Required Property Area" of at least 8,500 Square Feet) to RP (Residential Professional) should be approved.

See Exhibit "3," attached hereto and made a part hereof by this reference.
SECTION 5. It is hereby determined to be in the best interests of the public, and consistent with the Nampa Comprehensive Plan, that the following described property in the City of Nampa, Canyon County, Idaho, commonly known as 12203 W. Karcher Road, comprising approximately 29.60 acres, more or less, be, and hereby is, rezoned from RS 8.5 (Single Family Residential – With a "Required Property Area" of at least 8,500 Square Feet) to RS 7 (Single Family Residential – With a "Required Property Area" of at least 7,000 Square Feet), with respect to the approximately 24.86 acre property described in Exhibit "2" hereto, and to RP (Residential Professional), with respect to the approximately 6.36 acre property described in Exhibit "3" hereto.

SECTION 6. That the recodation of this ordinance shall be deemed for all intents and purposes as an amendment to the zoning ordinance and zoning map of the City of Nampa. The City Engineer is instructed to designate said property as RS 7 (Single Family Residential – With a "Required Property Area" of at least 7,000 Square Feet) and RP (Residential Professional) on the Official Zoning Map and other area maps of the City of Nampa.

SECTION 7. This ordinance shall be in full force and effect from and after its passage, approval, publication and recodation according to law.

SECTION 8. All ordinances, rules and regulations, and parts thereof, in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, this 1st day of July, 2019.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 1st day of July, 2019.

Attest:

Mayor Debbie Kling

City Clerk
DESCRIPTION FOR
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°21'46" West, 208.45 feet;

thence leaving said North boundary line South 05°39'07" East, 75.29 feet to a point on the South right-of-way line of Karcher Road, said point being the REAL POINT OF BEGINNING;

thence continuing South 05°39'07" East, 376.55 feet;

thence South 06°55' 21" East, 611.48 feet;

thence 61.42 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 37°02'37" and a long chord which bears South 25°26'43" East, 60.36 feet to a point on the West right-of-way line of Midway Road;

thence along said West right-of-way line South 00°44'09" West, 214.42 feet to a point on the South boundary line of the NE 1/4 of the NE 1/4 of said Section 13;

thence along said South boundary line South 89°25'12" West, 892.54 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 24°48'41" East, 55.78 feet;

thence North 15°31'53" East, 151.18 feet to a point on the South right-of-way line of Karcher Road;

thence along said South right-of-way line the following three (3) courses and distances:
thence North 89°21'46" East, 393.58 feet;
thence South 85°35'53" East, 204.93 feet;
thence North 89°21'45" East, 348.32 feet to the REAL POINT OF BEGINNING
Containing 29.60 acres, more or less.
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.
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.
Rezone from RS 7 & 8.5 to RP-Residential Professional and new site design for Brownstone Estates Subdivision

ZMA 104-19 & DAMO 28-19

12203 W Karcher Rd

Visit Planning & Zoning at cityofnampa.us for more info.

4/26/2019
Exhibit “1”

(CONSORTIUM AND AMENDED DEVELOPMENT AGREEMENT)
CONSOLIDATED AND AMENDED DEVELOPMENT AGREEMENT

THIS CONSOLIDATED AND AMENDED DEVELOPMENT AGREEMENT ("Agreement"), is made and entered into this 

June 4th, 2019 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and HDP BROWNSTONE ESTATES, LLC a Delaware limited liability company registered as a foreign limited liability company in the state of Idaho and MM&T HOLDING LLC, an Idaho limited liability company (collectively hereinafter referred to as "Owner/Developer").

RECITALS

A. Owner/Developer is the owner of approximately 29.60 acres of real property legally described in Exhibit "A" attached hereto and made a part hereof (the "Property").

B. On February 4, 2008, the City and Entrust Administration, Inc. FBO Jerry P. Rodman IRA Account #28504, and Quantum Investment Realty, a Utah limited liability company (hereinafter “Predecessor Owners”) executed and entered into two Development Agreements ("Original Agreement 1 and Original Agreement 2"). Original Agreement 1 addressed a parcel which was 3.55 acres and Original Agreement 2 addressed a parcel which was 27.07 acres. Both parcels create the Original Property.

C. Original Agreement 1 and 2 were entered into by the Predecessor Owners and the City after Ordinances 3771 (Original Agreement 1 3.55 acres) and 3772 (Original Agreement 2 27.02 acres) were approved by the City and rezoned the Property from RA (Suburban Residential) zoning to RP (Residential Professional) (Original Agreement 1) and from RP to RS-8.5 (Single Family Residential 8,500 sq. ft min. bldg. lot size) (Original Agreement 2).

D. Owner/Developer applied to City on February 6, 2019 (the “date of application”) for rezone of the Property from RP to RS-7 (Single Family Residential 7,000 sq. ft. min. bldg. lot size) for 3.55 acres, and from RS-8.5 to RS-7 for 27.02 acres in anticipation of the development and construction of a subdivision (the “Project”).

E. 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.

F. City’s Planning and Zoning Commission and City’s City Council have held public hearings as prescribed by law with respect to zoning and development of the Property and this Agreement. City has approved the annexation and requested zoning 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 general conformance with one of the six different conceptual plans attached hereto as Exhibit “B” and made a part hereof (the “Conceptual Plan Four-plex Building 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, fails 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.

[Signatures on Following Pages]
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

Debbie Kling, Mayor of Nampa, Idaho

Attest: Deborah Bishop, City Clerk

STATE OF IDAHO )
) ss.
County of Canyon )

On this ______ day of __________________, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Debbie Kling, 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 she 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.

(SEAL)

Notary Public for State of Idaho
Residing at _____________________________
Commission Expires: ___________________
OWNER/DEVELOPER

MM&T HOLDINGS, LLC, an Idaho limited liability company

David W. Turner, Member of
MM&T HOLDINGS, LLC

Harry Martz, Member of
MM&T HOLDINGS, LLC

STATE OF IDAHO  )
 ) ss.
County of Ada  )

On this 10th day of June, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared David W. Turner, known or identified to me to be a member of MM&T HOLDINGS, LLC, an Idaho 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.

(SEAL)

PENNY SMITH
COMMISSION #23655
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 02/18/2025

Penny Smith
Notary Public for State of Idaho
Residing at Meridian
Commission Expires: 02-18-2025
STATE OF IDAHO  
)  
) ss.
County of Ada  
)  

On this 10th day of June, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Harry Martz, known or identified to me to be a member of MM&T HOLDINGS, LLC, an Idaho 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.

(SEAL)

Penny Smith  
COMMISSION #23855  
NOTARY PUBLIC  
STATE OF IDAHO  
MY COMMISSION EXPIRES 02/16/2025

Penny Smith  
Notary Public for State of Idaho  
Residing at Meridian  
Commission Expires: 2-16-2025
OWNER/DEVELOPER

HDP BROWNSTONE ESTATES, LLC, a foreign registered limited liability company authorized to do business in Idaho

___________________
Mitchell S. Armuth, authorized agent of
HDP BROWNSTONE ESTATES, LLC

STATE OF IDAHO )
 ) ss.
County of Ada )

On this 14th day of June, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Mitchell S. Armuth, known or identified to me to be the Authorized Agent of HDP BROWNSTONE ESTATES, LLC, a foreign limited liability company registered in the state of Idaho to conduct business, 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.

(SEAL)

Notary Public for State of Idaho
Residing at: Meridian
Commission Expires: 2-16-2025
EXHIBIT “A”
LEGAL DESCRIPTION OF THE PROPERTY

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°21'46" West, 208.45 feet;

thence leaving said North boundary line South 05°39'07" East, 75.29 feet to a point on the South right-of-way line of Karcher Road, said point being the REAL POINT OF BEGINNING;

thence continuing South 05°39'07" East, 376.55 feet;

thence South 06°55'21" East, 611.48 feet;

thence 61.42 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 37°02'37" and a long chord which bears South 25°26'43" East, 60.36 feet to a point on the West right-of-way line of Midway Road;

thence along said West right-of-way line South 00°44'09" West, 214.42 feet to a point on the South boundary line of the NE 1/4 of the NE 1/4 of said Section 13;

thence along said South boundary line South 89°25'12" West, 892.54 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 24°48'41" East, 55.78 feet;

thence North 15°31'53" East, 151.18 feet to a point on the South right-of-way line of Karcher Road;

thence along said South right-of-way line the following three (3) courses and distances:
thence North 89°21'46" East, 393.58 feet;

thence South 85°35'53" East, 204.93 feet:

thence North 89°21'45" East, 348.32 feet to the REAL POINT OF BEGINNING. Containing 29.60 acres, more or less.
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.
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.
EXHIBIT “B”
CONCEPTUAL PLAN
FOUR-PLEX BUILDINGS DESIGNS
EXHIBIT “C”
CONDITIONS OF APPROVAL

Conditions for RS-7 (Single Family Residential with a minimum building lot of 7,000 square feet) 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/Developer.

2. All uses otherwise permitted under the RS-7 (Single Family Residential 7,000 sq. ft. min. bldg. lot size) zone classification shall be allowed on the Property.

3. Prior to the third reading of the annexation and zoning ordinance Owner/Developer 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. 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 nine (9) dwelling units per acre for RP zoned property (calculated according to the gross acreage of the development).

   b. The average residential density for any subdivision development on the Property shall not exceed four (4) dwelling units per acre for RS-7 zoned property (calculated according to the gross acreage of the development).

5. 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 percent (75%) 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 percent (20%) 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 percent (5%) 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.
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, VACATING A TEN-FOOT (10') WIDE BY SEVENTY (70') FOOT LONG PORTION OF THAT CERTAIN RIGHT-OF-WAY COMMONLY KNOWN AS LONE STAR ROAD, ADJACENT TO 561 LONE STAR ROAD, IN NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF IN CONFLICT HEREWITH.

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

Section 1: That the following described real property, constituting a ten (10') foot wide by seventy (70') foot long portion of that certain right-of-way commonly known as Lone Star Road, adjacent to 561 Lone Star Road, in Nampa, Canyon County, Idaho, more particularly described as follows:

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

be and hereby is, vacated, as of the effective date of this ordinance, and that pursuant to Idaho Code § 50-311, the Nampa City Council finds it to be in the best interests of the adjoining properties that ownership in the vacated rights-of-way described in Exhibit “A” revert to the owner of the only adjacent parcel of real property, commonly known as 561 Lone Star Road, Nampa, Idaho, and directing the City Engineer to alter the Use and Area Map accordingly.

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

Section 3: This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.
Section 4: All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, this 1st day of July, 2018.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 1st day of July, 2018.

ATTEST:

Mayor Debbie Kling

City Clerk (or Deputy)
561 Lone Star Road
10-foot Vacation of Right-of-way

Part of the Northwest ¼ of the Northeast ¼ of Section 28, Township 3 North, Range 2 West of the Boise Meridian, City of Nampa, Idaho described as follows:

Commencing at the North Quarter Corner of Section 28, Township 3 North, Range 2 West of the Boise Meridian, City of Nampa Idaho, which bears N89°34’55”W 1326.50 feet along the North line of said Section 28 to the West 1/16 corner. Thence S00°29’45”W 40.00 feet to the POINT OF BEGINNING;

Thence, S89°34’40”E 70.00 feet parallel to the North line of said Section 28;

Thence, S00°29’45”W 10.00 feet;

Thence, N89°34’40”W 70.00 feet;

Thence, N00°29’45”E 10.00 feet to the POINT OF BEGINNING.
Vacation of portion of Right-Of-Way to align property lines

5/13/2019
ORDINANCE NO. ______

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO, TO PROVIDE RS 6 (SINGLE FAMILY RESIDENTIAL – WITH A "REQUIRED PROPERTY AREA" OF AT LEAST 6,000 SQUARE FEET) ZONE DESIGNATION FOR CERTAIN LANDS, COMMONLY KNOWN AS 714 SMITH AVENUE, NAMPA, IDAHO, COMPRISING APPROXIMATELY 0.70 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 RA (SUBURBAN RESIDENTIAL) TO RS 6 (SINGLE FAMILY RESIDENTIAL – WITH A "REQUIRED PROPERTY AREA" OF AT LEAST 6,000 SQUARE FEET); PROVIDING FOR RECORDATION; INSTRUCTING THE CITY ENGINEER TO DESIGNATE SAID PROPERTY AS RS 6 (SINGLE FAMILY RESIDENTIAL – WITH A "REQUIRED PROPERTY AREA" OF AT LEAST 6,000 SQUARE FEET) ON THE OFFICIAL ZONING MAP AND OTHER AREA MAPS OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND REPEALING ALL ORDINANCES, RULES AND REGULATIONS, AND PARTS THEREOF, IN CONFLICT HEREWITH.

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

SECTION 1. Whereas, it has been determined by the Nampa City Council, upon the recommendation of the Nampa Planning & Zoning Commission and the public notice and hearing processes required by Idaho Code chapter 65, Title 67, that a rezone request applied for by Susan Schindler (ZMA 105-19) to rezone the hereinafter described real property from RA (Suburban Residential) to RS 6 (Single Family Residential – With a "Required Property Area" of at least 6,000 Square Feet) should be approved.

SECTION 2. It is hereby determined to be in the best interests of the public, and consistent with the Nampa Comprehensive Plan, that the following described property in the City of Nampa, Canyon County, Idaho, commonly known as 714 Smith Avenue, Nampa, Idaho, comprising approximately 0.70 acres, more or less, be, and hereby is, rezoned from RA (Suburban Residential) to RS 6 (Single Family Residential – With a "Required Property Area" of at least 6,000 Square Feet), to-wit:

See Exhibit “A,” attached hereto and made a part hereof by this reference.
SECTION 3. That the recordation of this ordinance shall be deemed for all intents and purposes as an amendment to the zoning ordinance and zoning map of the City of Nampa. The City Engineer is instructed to designate said property as RS 6 (Single Family Residential – With a "Required Property Area" of at least 6,000 Square Feet) on the Official Zoning Map and other area maps of the City of Nampa.

SECTION 4. This ordinance shall be in full force and effect from and after its passage, approval, publication and recordation according to law.

SECTION 5. All ordinances, rules and regulations, and parts thereof, in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, this 1st day of July, 2019.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 1st day of July, 2019.

Attest:

Mayor Debbie Kling

City Clerk
Exhibit “A”
714 Smith Avenue

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 of the SE1/4 SW1/4 NW1/4 of Section 21, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County Idaho, more particularly described as follows:

Commencing at the southwest corner of the SE1/4 SW1/4 NW1/4;

Thence S 89° 45’ 31” E a distance of 396.00 feet along the south boundary of the SE1/4 SW1/4 NW1/4 to the southeast corner of Poplar Place Subdivision according to the plat filed in Book 17 at Page 35 recorded in the Office of the Canyon County Recorder’s;

Thence N 00° 02’ 35” E a distance of 30.00 feet along the east boundary of Poplar Place Subdivision to the POINT OF BEGINNING;

Thence N 00° 02’ 35” E a distance of 254.10 feet along the east boundary of Poplar Place Subdivision;

Thence S 89° 45’ 31” E a distance of 120.00 feet parallel with the south boundary of the SE1/4 SW1/4 NW1/4 a point on the west boundary of Silver Spur Estates Subdivision Phase No. 1 according to the plat filed in Book 20 at Page 40 recorded in the Office of the Canyon County Recorder’s;

Thence S 00° 02’ 35” W a distance of 254.10 feet along the west boundary of Silver Spur Estates Subdivision Phase No. 1;

Thence N 89° 45’ 31” W a distance of 120.00 feet parallel with the south boundary of the SE1/4 SW1/4 NW1/4 to the POINT OF BEGINNING.

This parcel contains 0.700 acres more or less.
714 Smith Ave

Zoning amendment from RA to RS6.

ZMA-105-19,
CORRECTED ORDINANCE NO. 4412

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

WHEREAS, Ordinance No. 4412 was originally passed by the Nampa City Council and approved by the Mayor on January 21, 2019, following all required public notice and hearing procedures;

WHEREAS, said Ordinance was recorded on January 30, 2019, in the office of the Canyon County Recorder, Canyon County, Idaho, as Instrument No. 2019-004063;

WHEREAS, it was thereafter discovered some of the legal descriptions and/or references to exhibits attached thereto referred to an incorrect parcel or description; and

WHEREAS, the City wishes to correct said ordinance, re-record it, and re-publish it to correct these errors and to, therefore, effect the intended vacation(s).

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

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

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

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

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

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

    Lot 7, Block 4, Nampa Industrial Corporation 1st Addition, Nampa, Canyon County, Idaho, EXCEPTING therefrom the Southwesterly 245.60 feet, according to the official plat thereof, filed in Book 8 of Plats at Page(s) 28, records of said County.

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

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

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

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

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

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

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, this 1st day of July, 2019.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 1st day of July, 2019.

ATTEST:

_________________________  ________________________
Mayor Debbie Kling        City Clerk (or Deputy)
EXHIBIT “A”
November 30, 2016

Legal Description for
Bish’s RV
Job No. JY0716

Alley Description

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

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

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

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

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

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

thence Southwesterly 157.08 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 90° 00’ 00” and a long chord which bears South 78° 00’ 50” West a distance of 141.42 feet;

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

thence Southeasterly 31.42 feet along the arc of a curve to the left having a radius of 20.00 feet and a central angle of 90° 00’ 00” and a long chord which bears South 11° 59’ 10” East a distance of 28.28 feet to a point on the Northeasterly right of way of Industrial Road;

thence North 56° 59’ 10” West along said right of way a distance of 60.00 feet;

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

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

Legal Description for

Bish's RV
Job No. JY0716

Bish's RV

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

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

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

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

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

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

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

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

thence North 58° 35' 38" East a distance of 30.54 feet to the TRUE POINT OF BEGINNING, containing 0.406 acres, more or less, and being subject to any and all easements and rights-of-way of record or implied.
EXHIBIT “C”
July 25, 2016

Legal Description for
Bish’s RV
Job No. JY0716

Burrow (Canyon Marine)

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

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

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

thence continuing South 89° 31’ 55” East a distance of 40.85 feet;

thence South 58° 35’ 38” West a distance of 30.54 feet;

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

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

thence South 33° 00’ 50” West a distance of 90.00 feet;

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

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

thence North 56° 59’ 10” West along said right of way a distance of 30.00 feet to the Southeasterly corner of Lot 1;

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

thence North 33° 00’ 50” East along the Northwesterly boundary of said alley a distance of 453.45 feet to the TRUE POINT OF BEGINNING, containing 0.219 acres, more or less, and being subject to any and all easements and rights-of-way of record or implied.
EXHIBIT “D”
Legal Description for
Bish's RV
Job No. JY0716

Home-Style Industries Inc.

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

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

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

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

thence North 33° 00’ 50” East a distance of 30.00 feet to the TRUE POINT OF BEGINNING, the Southeasterly corner of said Alley also being the Southwesterly corner of said Lot 7;

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

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

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

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

thence Southeasterly 31.42 feet along the arc of a curve to the left having a radius of 20.00 feet and a central angle of 90° 00’ 00” and a long chord which bears South 11° 59’ 10” East a distance of 28.28 feet to the TRUE POINT OF BEGINNING, containing 0.058 acres, more or less, and being subject to any and all easements and rights-of-way of record or implied.