PUBLIC HEARING ITEM #4
STAFF REPORT

Property Owner/Applicant: Marc Ikebasu (Owner) and Jeff Hatch (Applicant)
File(s): DAMO-00031-2019; CUP-00141-2019
Analyst: Rodney Ashby AICP, Principal Planner

Requested/Needful Action Recommendation(s):

Modification of an Annexation & Zoning Development Agreement between Canyon County Lake Estates, LLC and the City of Nampa amending Exhibit “B” Conceptual Plan changing use from a Neighborhood Commercial-Office plan to a Public Storage Facility plan at 905 S. Middleton Rd. (DAMO-00031-2019)
(Decision Required: Recommendation)

Conditional Use Permit for a Public Storage Facility in a BN (Neighborhood Business) Zoning District at 905 S. Middleton Rd. (CUP-00141-2019)
(Decision Required: Action)

Zoning: BN (Neighborhood Business)

Existing Land Use: Vacant Farmland

Property Area and Location(s):

A 4.81-acre portion of the NE ¼ of the NE ¼ of Section 31, T3N, R2W, BM) at 905 S Middleton Rd (hereinafter the “Property”)

History of Property and Commentary:

December 19, 2005 – Ord #3528 – Annexation and Zoning to BN with Development Agreement, Approved.
January 10, 2017 – Nampa Planning & Zoning Commission approved a Conditional Use Permit for Storage Units, conditional upon the applicant obtaining approval of a development agreement modification from City Council.

July 26, 2017 – No Development Agreement Modification application was submitted and the CUP expired.

June 1, 2019 – Submitted application for Development Agreement Modification and Conditional Use Permit.

June 3, 2019 – Moratorium/Hold on Storage Unit Developments. (Applications received prior to this date will continue through the normal city process).

The Nampa City Council, at their June 3, 2019 meeting, placed a 180-day moratorium on new storage unit proposals. The application you are reviewing was received on June 1, 2019, by the Planning and Zoning Department prior to the passage of the moratorium and will proceed as usual through the process for entitlement. Once the moratorium expires or is removed due to adoption of a zoning code amendment, a building permit will need to be obtained to construct any storage units. Storage unit construction shall comply with the current zoning code at the time of permit application. This means that zoning code changes to setbacks, landscaping, building materials, etc., may significantly impact the development of storage units that have obtained Planning & Zoning entitlements during the moratorium period.

**DEVELOPMENT AGREEMENT MODIFICATION**

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

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

The Nampa Comprehensive Plan designation is currently General Commercial. The associated BN (Neighborhood Business) zoning district requires a CUP (Conditional Use Permit) for storage units. The BN zone is a transitional zone between commercial development and residential development. A CUP for storage units in the BN zoning district also requires additional conditions by code. These conditions are found in NCC § 10-1-19. In summary, the code states that storage unit developments in the BN and RP districts shall:

(A) – Locate buildings within three hundred feet (300') from a collector or arterial street.
(B) – 1. Include façade changes, 2. Limit materials to masonry, glazing, and EIFS, 3. Include changes in color and materials, 4. Construct residential style roofing, 5. Include earth tone colors, 6. Ensure offices have 25% glazing, 7. Limit height to 10’ at eaves.
(C) – 1. Ensure drives are at least 22’ wide, 2. Pave drive aisles, 3. Allow storage buildings to be used as side and rear yard border fence/wall, except abutting residential use or district where a 6-8’ fence shall be constructed, 4. Ensure front yard setbacks comply with conditions of zone, 5. Place office closest to the front of the property.
D) 1. Limit lighting to property. 2. Limit number of light poles to 2 per one hundred 100' of service drive (can’t light outside of parcel). 3. Place electric feeds underground. 4. Not install floodlights. 5. Place security cameras in a way to ensure privacy of neighboring properties. 6. Set audible alarms' decibel levels to industry standards.

E) Only allow signs as permitted for each zoning district.

NCC § 10-34 outlines the requirements for building and site design in Commercial zones (including the BN zone) in Nampa. They are in a sense, standards akin to "Conclusions of Law".

Nampa’s current Comprehensive Plan (Chapter 8 Community Design):

8.1 Building Design:
The overall size and shape of a new building(s) can have a huge impact on the surrounding area and on how the development is perceived by the community...The key is to create a building whose size and shape generally complements the size and shape of surrounding buildings.

8.3.3 Entries
Buildings entries should be placed in a location that is easily identifiable from the street, while secondary entrances should be easily accessible and convenient to parking and delivery areas that serve buildings, but they should not dominate the site.

8.3.4 Commercial Design Issues:
  a. Richness and surfaces and textures;
  b. Use of durable, low maintenance materials;
  c. Significant wall articulation;
  d. Pitched roofs and shed roofs;
  e. Roof overhangs;
  f. Traditional window rhythm;
  g. Articulated mass and scale;
  h. Significant landscape and hardscape elements;
  i. Landscaped and screened parking;
  j. Comprehensive and appealing monument signs;
  k. Clear visibility of entrances and retail signage;
  l. Clustering of buildings to provide pedestrian courtyards and common areas and;
  m. Step-down of buildings scale along pedestrian routes and building entrances.

Goal 1: Improve the physical appearance and image of the City of Nampa
Objective 1: Continue to support the Nampa building and site design standards.
Objective 2: Develop a sense of community that meets the needs of the citizens by creating a visually stimulating and aesthetically pleasing community.
Objective 3: Maintain, develop or expand design review guidelines that assist citizens, business owners, and design professionals to contribute positively to surrounding commercial and residential neighborhoods.

Attached hereto is a copy of Ordinance no. 3528 -- the [original] Development Agreement. The basic nature of the amendments proposed to said Agreement are as noted above in the "Requested/Needful Actions Recommendation" section of this report.
Also attached is a copy of the applicant's proposed Amended and Restated Development Agreement. This document appears to conform to the requested action and the concept
described by the Applicant. The City's legal council will be asked to review the agreement before final approval and signature.

**RECOMMENDED CONDITION(S) OF APPROVAL**

- **Nampa & Meridian Irrigation District (NMID):** requires a filed Land Use Change Application to review prior to final platting. An existing easement of the Fox Lateral must be protected.
- **Nampa Engineering Division** does not oppose the application. However, they raised the following concerns:
  1. Though the required right-of-way along the frontage, has already been dedicated, a 25' chamfer at the intersection is still needed.
  2. The property line dimensions reflected on the conceptual site plan do not appear to accurately reflect the parcel size based on County records, and do appear to reflect the already dedicated 50' of public right-of-way along S. Middleton Road and Lake Lowell Avenue. The Applicant should confirm the parcel dimensions and adjust the site plan accordingly.
  3. Access to the property shall meet the City's Access Management Policy and shall be coordinated with the City's Engineering Division.
  4. Secondary emergency access is subject to the review and approval of Nampa Fire Marshall.

Nampa Engineering Division requested the following conditions:

- 5. Applicant/Owner shall dedicate a 25' chamfer of public right-of-way at the intersection of Middleton Road and Lake Lowell Avenue.
- 6. The Developer shall perform a turn-lane warrant analysis with the site improvement application to determine if turn lanes are required for the proposed access. A more detailed Traffic Impact Study will be required if the development is expected to generate more than 100 new trips during any peak hour or 1,000 new daily trips (total in/out) in accordance with City of Nampa 2015 Transportation Impact Study Policy. Access location and configuration is subject to Nampa Engineering Division approval.
- 7. Any onsite wells or septic systems shall be abandoned and/or removed in accordance with Local and State regulations at the time of property development/redevelopment and prior to connection to City services.
- 8. Any and all domestic and irrigation surface and/or groundwater rights shall be transferred to the City at the time of property development/redevelopment, and prior to connection to City services. Applicant/Owner shall provide documentation to the Nampa Engineering Division verifying water rights for the subject property.
- 9. Utilities shall be constructed to and through the site at the time of property development/redevelopment, and at the sole expense of the Developer. The following utility extensions are required in addition to those needed to serve the development:
  - 12' pressure irrigation main in Lake Lowell Ave; and,
  - 8" sewer main either through the subject property or in Middleton Road to serve properties to the south.
- 10. Sidewalk and drainage improvements shall be constructed on the Lake Lowell Ave and Middleton Road frontages in accordance with Nampa City Code Section 9-3-1 Pavement widening is not required except for turn lanes as identified by traffic analysis.
- Nampa Highway District #1 had no comment.
RECOMMENDED CONDITION(S) OF APPROVAL

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

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

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

If the Commission votes to approve the Conditional Use Permit for a Public Storage Facility in a BN (Neighborhood Business) zoning district, staff recommends including the following Condition(s) of Approval:

1. That approval of a Conditional Use Permit is dependent on City Council's approval of the proposed Modified Development Agreement. If applicant is unsuccessful in obtaining approval of the modification, then the Conditional Use Permit is not approved/issued.

2. Approval of the Conditional Use Permit does not exempt the applicant from complying with zoning code conditions at time of building permit application. Rather, applicant shall comply with all City department/division or outside agency requirements pertinent to this matter.

3. <Any other condition(s) as the Commission concludes befit(s) the Development Agreement portion of the Application package...>

ATTACHMENTS

- DA Mod. Application
- CUP Application
- Lake Lowell Storage Site Reference Plan (Concept Plan)
- Zoning Map
- Proposed Amended and Restated Development Agreement, including Conceptual Site Plan and Conceptual Elevations
- Ord. 3528 and associated 2005 Development Agreement
- Copy of [any] agency/City department correspondence provided by 5pm, July 3, 2019
- No citizen correspondence was received by 5pm, July 2, 2019
APPLICANT FOR A DEVELOPMENT AGREEMENT MODIFICATION
PLANNING AND ZONING DEPARTMENT
411 3RD STREET S., NAMPA, IDAHO 83651 P: (208) 468-4487 F: (208) 465-2261
Nonrefundable Fee: $452.00 (1 acre or less) Nonrefundable Fee: $910.00 (more than 1 acre)

Given:  

APPLICANT FOR DEVELOPMENT AGREEMENT MODIFICATION
PLANNING AND ZONING DEPARTMENT
411 3RD STREET S., NAMPA, IDAHO 83651 P: (208) 468-4487 F: (208) 465-2261
Nonrefundable Fee: $452.00 (1 acre or less) Nonrefundable Fee: $910.00 (more than 1 acre)

Applicant/Representative Name Hatch Design Architecture / Jeff Hatch
Home Number 208-475-3204
Street Address 6126 W State St.
Mobile Number
City Boise State ID Zip code 83703
Email Jeff@hatchDA.com
Property Owner Name Marc Ikebasu
Home Number 208-442-1540
Street Address 4549 Mackenzie Lane
Mobile Number
City Boise State ID Zip Code 83703
Email greg@idaholawgroup.com

Applicant’s interest in property: ( x ) Own ( ) Rent ( ) Other

ADDRESS OF SUBJECT PROPERTY: 905 S Middleton

Please provide the following REQUIRED DOCUMENTATION to complete the Development Agreement Modification:
☑ Completed Application
☑ A copy of one of the following:
☐ Warranty Deed ☐ Proof of Option ☐ Earnest Money Agreement
☑ Original Legal description of property AND a legible WORD formatted document. (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

Project Description
☑ State (or attach a letter stating) the details of the requested development agreement modification for the subject property:

New Approx. 11,550 s.f. self storage facility with office.

Dated this June day of 1st, 2019

Applicant Signature

This application will be referred to the Nampa Planning Commission for a recommendation on the development agreement. The Planning Commission shall hold a public hearing and will then make its recommendation to the City Council. The City Council will then hold a second public hearing. Notice of the public hearings must be published in the Idaho Press-Tribune 15 days prior to said hearings. Notice shall also be posted on the premises of the subject property not less than 1 week prior to the hearings. Notices will also be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.

OFFICE USE ONLY

FILE NUMBER: DAMO- 31 - 2019

PROJECT NAME: DAMO- 00031-2019 STORAGE FACILITY 905 S MIDDLETON

07/11/16 Revised
APPLICATION FOR CONDITIONAL USE PERMIT
PLANNING AND ZONING DEPARTMENT
411 3RD STREET S., NAMPA, IDAHO 83651  P: (208) 468-4487 F: (208) 465-2261
Nonrefundable Fee: $234.00 (1 acre or less) Nonrefundable Fee: $463.00 (more than 1 acre)

Applicant Name: Hatch Design Architecture/ Jeff Hatch
Home Number: 208-475-3204

Street Address: 6126 W. State St. Suite 107
Mobile Number:

City: Boise
Email: Jeff@HatchDA.com
State ID: 83703
Zip Code:

Property Owner Name: Marc Ikekasu
Home Number: 208-442-1540

Street Address: 4549 Mackenzie Lane
Mobile Number:

City: Boise
Email: greg@idaholawgroup.com
State ID: 83703
Zip Code:

Applicant's interest in property: ( ✓ ) Own ( ) Rent ( ) Other

ADDRESS OF SUBJECT PROPERTY: 1905 South Middleton Road

Please provide the following REQUIRED DOCUMENTATION to complete the CUP

✓ A copy of one of the following: ✓ Warranty Deed □ Proof Of Option □ Earnest Money Agreement

✓ A sketch drawing of the site & any adjacent property affected, showing all existing & proposed locations of streets, easements, property lines, uses, structures, driveways, pedestrian walks, off-street parking & off-street loading facilities and landscaped areas, preliminary or final building plans & building elevations, together with any other information considered pertinent to the determination of this matter.

✓ Signed & Notarized Affidavit of Legal Interest (attached). Form must be completed by the legal owner (If owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to show that the person signing is an authorized agent)

✓ Original Legal description of property AND a legible WORD formatted document. (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

Project Description

> State (or attach a letter stating) the reason for the proposed Conditional Use Permit:

Construction of new self storage facility.

Dated this 28 day of May, 2019

Applicant Signature

NOTICE TO APPLICANT

This application will be referred to the Nampa Planning Commission for its consideration. The Planning Commission shall hold a public hearing on the application and it shall be granted or denied. Notice of public hearing must be published in the Idaho Press-Tribune 15 days prior to said hearing. Notice shall also be posted on the premises not less than 1 week prior to the hearing. Hearing notices will also be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearing and should be present to answer any questions.

If a Conditional Use Permit is granted by the Planning Commission, it shall not become effective until after an elapsed period of 15 days from the date of Planning Commission action. During this time any interested person may appeal the action to the City Council. You will be notified of any pending appeals.

If the conditional use permit is denied by the Planning Commission, you may appeal the decision to the City Council within 15 days from the date such action is taken by the Planning Commission. At the time the Conditional use permit becomes effective you will be sent a document which constitutes an official "Conditional Use Permit" This document will enumerate the conditions attached to the issuance of the permit and state the consequences of failure to comply.

OFFICE USE ONLY

FILE NUMBER: CUP - 141 - 2019 PROJECT NAME: Lake Lowell Storage

12/11/13 Revised

SCANNED 05-28-2019
Storage Facility
New storage facility with office

DAMO-00031-2019, CUP-00141-2019

6/18/2019

Visit Planning & Zoning at cityofnampa.us for more info.
AMENDED DEVELOPMENT AGREEMENT

THIS AMENDED DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this day of June, 2019 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and Venus Development, LLC, an Idaho limited liability company, hereinafter referred to as "Owner/Developer."

RECATALS

A. Owner/Developer is the owner of approximately 5.5 acres of real property legally described in Exhibit "A" attached hereto and made a part hereof (the "Property").

B. Canyon County Lake Estates, LLC on December 19, 2005, applied for annexation of the Property into the City and for rezoning of the Property.

C. On December 19, 2005, City approved Ordinance No. 3528 annexing the Property into the City and granted a rezone to BN subject to the terms of the Development Agreement. The original Development Agreement was approved on December 19, 2005.

D. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 67-6511A, has the authority to 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 that are appropriate in the area.

E. On May 30, 2019, Owner/Developer submitted an application for a Conditional Use Permit for the Property, and subsequently applied for a Modification of Development Agreement to include a new Conceptual Plan for the Property.

F. City approved this Agreement after complying with the notice and hearing procedures required under Idaho Code Section 67-651 IA or Nampa City Code Section 10-2-5(0). City has approved the Modification of Development Agreement subject to the terms and commitments contained in this Agreement. All other terms of the Development Agreement approved on December 13, 2005 shall remain the same.

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.

2. The Project shall be developed in general conformance with the conceptual plan attached hereto as Exhibit "B" and made a part hereof (the "Conceptual Plan"); provided, however that Owner/Developer shall have limited flexibility to develop the Property to meet market condition
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 67-651 IA or Nampa City Code Section 10-2-5(0) or successor provisions.

6. 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.

7. 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.

8. 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.

9. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner/Developer and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by the parties or their successors-in-interests or their assigns, and pursuant, with respect to the City, to a duly adopted ordinance or resolution of the City.

AMENDED DEVELOPMENT AGREEMENT -- 2
10. 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.

11. 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.

12. In the event Owner/Developer, its successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, or in the event City, fail to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by either City or Owner/Developer or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.

13. 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.

   a. 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.

   b. 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.

   c. In addition to the remedies set forth above, in the event of a default by Owner/Developer, or any other party claiming an interest herein, City may withhold building permits for any remaining lots within the development until such time as the default is cured.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this day and year first above written.

CITY OF NAMPA

Debbie Kling, Mayor

Attest: Deborah Bishop, City Clerk

OWNER/DEVELOPER

By: Greg Ferney, Manager

STATE OF IDAHO )
               )ss.
County of Canyon )

On this ____ day of June, in the year of 2019, before me personally appeared, Debbie Kling and Deborah Bishop, known or identified to me to be the Mayor and City Clerk of Nampa, Idaho, the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of the City of Nampa.

Notary Public for Idaho
Residing at:
My commission expires: ________________________

AMENDED DEVELOPMENT AGREEMENT -- 4
On this ___ day of June, in the year of 2019, before me personally appeared, Greg Ferney, known or identified to me to be the Manager of Venus Development, LLC, the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for and on behalf of Venus Development, LLC.

Notary Public for Idaho
Residing at: ____________________________
My commission expires: ___________________
EXHIBIT A
PROPERTY DESCRIPTION
EXHIBIT B
CONCEPTUAL PLAN
EXHIBIT C
CONDITIONS OF APPROVAL
FW: Hello from JCF & Flexx Investments.

Kathleen Weber <kathleen@stor-it.com>
Mon 6/10/2019 5:43 PM
To: Jeffrey Hatch <jeff@hatchda.com>; Marshall <marshall@jackdylfitness.com>

Hello guys,

I am back at it and Marshall is back from having a little baby girl on June 4th!!!!

So, I can not seem to print out these photos in a way that is legible but I will just tell you that the second picture down very bottom Green/Orange area is what our new tenant would like to see drawn out for submittal to the City.

They are taking the entire Office space on the South side of the building and so this is all that needs to be addressed at this time.

Please keep the current drawing online just incase as we have not accomplished a Lease agreement yet.

So basically the 4 offices on the North side become 2 and then the 5 offices on the East end become just an open area...I would like to leave the windows however.

Clean-up is being accomplished and we will be ready to submit to the City maybe by EOW?

Thanks so much,

Kathleen

From: Ryan Van Metre <ryanvanmetre@yahoo.com>
Sent: Friday, May 17, 2019 9:32 AM
To: Kathleen Weber <kathleen@stor-it.com>
Subject: Re: Hello from JCF & Flexx Investments.

Kathleen,

Here are our layouts. Option #2 has the open office space. Congratulations on the new house!! Please feel free to contact me with any questions.

Thank you,
Ryan Van Metre
2088912800

https://outlook.office.com/owa/?realm=hatchda.com&exsvurl=1&ll-cc=1033&modurl=0&path=/mail/inbox
ORDINANCE NO. 3528

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING APPROXIMATELY 5.92 ACRES OF REAL PROPERTY LOCATED AT THE SOUTHWEST CORNER OF SOUTH MIDDLETON ROAD & LAKE LOWELL AVENUE INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ZONING THE SAME BN SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE APPLICANT AND THE CITY OF NAMPA, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

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

Section 1: That the following described real property consisting of approximately 5.92 acres located at the southwest corner of South Middleton Road & Lake Lowell Avenue, and all thereof, be, and the same is hereby, annexed and made a part of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to-wit:

See Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full.

Section 2: That the real property so annexed, as described in Exhibit A above, shall be zoned BN.

Section 3: That this annexation and zone ordinance is subject to and limited by that certain Development Agreement entered into between the parties.

Section 4: That the City Engineer is hereby directed to alter and change the Use and Area Map of the City of Nampa, Idaho, to comply with this Ordinance.


APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 19th DAY OF December, 2005.

Approved:

By [Signature]
Mayor

Attest:
By [Signature]
City Clerk
On this 19th day of December, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Dale and Diana Lambing known to me to be the Mayor and City Clerk, of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument.

In Witness Thereof, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

Julie Lockey
Residing at: Nampa, Canyon County, Idaho
My Commission Expires: 05/11/2011
LEGAL DESCRIPTION
FOR
CANYON COUNTY LAKE ESTATES

ANNEXATION DESCRIPTION

Part of the Northeast 1/4 of then Northeast 1/4 of Section 31, Part of the Northwest 1/4 of the Northwest 1/4 of Section 32, Part of the Southeast 1/4 of the Southeast 1/4 of Section 30 and Part of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho described as:

Commencing at the corner common to Sections 29, 30, 31, & 32, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and running thence
S00°51'18"E 681.27 feet along the East line of Section 31 to the Point of Beginning; thence S89°30'27"W 376.87 feet; thence N38°16'22"W 253.04 feet; thence N89°30'27"E 182.62 feet; thence N00°51'18"W 506.27 feet; thence N89°30'27"E 373.00 feet; thence S00°51'18"E 706.27 feet; thence S89°30'27"W 25.00 feet to the point of beginning.

Parcel contains 6.53 acres.
ANNEXATION AND ZONING TO BC FOR 5.92 ACRES
AT THE SOUTHWEST CORNER OF
THE INTERSECTION OF S. MIDDLETON RD.
AND LAKE LOWELL AVE. (A PART OF THE
NE ¼ OF THE NE ¼ SECTION 31, T3N, R2W, BM
FOR CANYON COUNTY LAKE ESTATES,
PROJECT: 13-05157

1 inch equals 500 feet.
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this ___ day of December, 2005 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and Canyon County Lake Estates, Idaho L.L.C, hereinafter referred to as "Owner/Developer."

RECITALS

A. Owner/Developer is the owner of approximately ___ acres of real property legally described in Exhibit "A" attached hereto and made a part hereof (the "Property").

B. Owner/Developer applied to City on ___ (the "date of application") for annexation of the Property into City and for rezoning of the Property to ___ in anticipation of the development and construction of a subdivision (the "Project").

C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 67-6511A, has the authority to rezone the Property and enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area.

D. City's Planning and Zoning Commission and City's City Council have held public hearings as prescribed by law with respect to the annexation, rezoning and development of the Property and this Agreement. City has approved the annexation and requested rezoning of the Property to ___ 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 the conceptual plan attached hereto as Exhibit "B" and made a part hereof (the "Conceptual Plan"); provided, however, that Owner/Developer shall have limited flexibility to develop the Property to meet market conditions, and the only specific commitments concerning development of the Project which Owner/Developer is making are set forth herein. Upon recordation of this Agreement,
Owner/Developer shall have all approvals required from City for development of the Project in general conformance with the Conceptual Plan.

3. This Agreement is intended to be supplemental to all other local, city, state and federal Code requirements, rules and regulations, and is established to help assure the compatibility of the resulting land use with the surrounding area. Provided, however, that to the extent this Agreement conflicts with any provision of the Nampa City Code, this Agreement shall prevail to the extent permitted by law.

4. The provisions and stipulations of this Agreement shall be binding on City, Owner/Developer, each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property and are, in no particular order, as set forth in the conditions of approval attached hereto as Exhibit “C”, and by this reference incorporated herein.

5. This Agreement may be modified only by the written agreement of Owner/Developer and the City after complying with the notice and hearing procedures required under Idaho Code Section 67-6511A or Nampa City Code Section 10-2-5(D) or successor provisions.

6. The execution of this Agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the Property to its prior designation upon failure of Owner/Developer to comply with the terms and conditions of this Agreement. Provided, however, that no such consent shall be deemed to have been given unless City provides written notice of any such failure and Owner/Developer or its successors and/or assigns fails to cure such failure as set forth below.

7. This Agreement and the commitments contained herein shall be terminated, and the zoning designation reversed, upon the failure of Owner/Developer, or each subsequent owner or each person acquiring an interest in the Property, to comply with the commitments contained herein within two (2) years after the Effective Date, and after the notice and hearing requirements of Idaho Code Section 67-6509 have been complied with by City. Provided, however, no such termination or reversal shall occur unless City provides written notice of Owner/Developer’s failure to comply with the terms and conditions of this Agreement to Owner/Developer and Owner/Developer fails to cure such failure within six (6) months of Owner/Developer’s receipt of such notice. The two (2) year period of time for compliance with commitments may be extended by City for good cause upon application for such extension by Owner/Developer, and after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

8. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete application for a building permit is file. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this agreement or the annexation pursuant thereto.
9. It is intended by the parties that this Agreement shall be recorded on the Effective Date or as soon as practicable thereafter. The parties further intend that the provisions of this Agreement shall run with the Property and shall be binding upon City, Owner/Developer, each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

10. If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions herein shall not be effected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

11. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner/Developer and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by the parties or their successors-in-interests or their assigns, and pursuant, with respect to the City, to a duly adopted ordinance or resolution of the City.

12. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys’ fees as determined by a court of competent jurisdiction.

13. This Agreement may be executed in counterparts, each of which shall constitute an original, all of which together shall constitute one and the same Agreement.

14. In the event Owner/Developer, its successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, or in the event City, fail to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by either City or Owner/Developer or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.

a. A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of City or apply to any subsequent breach of any such or other covenants and conditions. A waiver by Owner/Developer of any default by City of any one or more of the covenants and conditions hereof shall apply solely to the breach waived and shall not bar any other rights of remedies of Owner/Developer or apply to any subsequent breach of any such or other covenants and conditions.

b. Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the parties agree that City and Owner/Developer shall have thirty (30) days after delivery of notice of such default to correct the same prior to the non-defaulting party’s seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such may be cured shall be extended for such period as may be
necessary to complete the curing of the same with diligence and continuity, but in any event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by Owner/Developer for the portion of the Property still owned by Owner/Developer.

c. In the event the performance of any obligation to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

d. In addition to the remedies set forth above, in the event of a default by Owner/Developer, or any other party claiming an interest herein, City may withhold building permits for any remaining lots within the development until such time as the default is cured.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this day and year first above written.

CITY OF NAMPA

Tom Dale, Mayor

Attest: Diana Lambing, City Clerk

OWNER/DEVELOPER

CANYON COUNTY LAKE ESTATES, LLC

an

By

K.W. George, Manager

By
STATE OF IDAHO }
        Nevada) ss.
County of Canyon )

On this 13th day of December , in the year of 2005, before me

Cindy K. Beintema, personally appeared Tom Dale, known or identified to me, to be
the Mayor of the City of Nampa, whose name is subscribed to the within and foregoing
instrument and acknowledged to me that he executed the same, and was so authorized to do so
for and on behalf of said City of Nampa.

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

Cindy K. Beintema
Notary Public for State of Idaho - Nevada
Residing at Sparks, NV
Commission Expires: 04/10/09

STATE OF IDAHO )
        ) ss.
County of Canyon )

On this 19th day of December , in the year of 2005 before me,
Deborah L. Bishop, personally appeared Tom Dale, Diana Lamping, known or
identified to me, to be Mayor + City Clerk, of Nampa, the person
whose name is subscribed to the within and foregoing instrument and acknowledged to me that
he executed the same for and on behalf of Nampa.

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

Deborah L. Bishop
Notary Public for State of Idaho
Residing at Nampa, Canyon County, Idaho

COMMERCIAL/INDUSTRIAL DEVELOPMENT AGREEMENT – Page 5
State of Nevada  } ss.
County of Washoe  

Subscribed and sworn to (or affirmed) before me on this 13th day of December, 2005, by
Name of Signer(s)

Robert W. George

Name of Signer(s)

Cindy K. Beintema
Signature of Notary Public

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document:
Title or Type of Document: Development Agreement
Document Date: 12/13/05 Number of Pages: 4
Signer(s) Other Than Named Above:

© 1998 National Notary Association • 6290 Rimonet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184
Prod. No. 5914 Reorder: Call Toll-Free 1-800-878-6827
EXHIBIT "A"

LEGAL DESCRIPTION

FOR

CANYON COUNTY LAKE ESTATES

ANNEXATION DESCRIPTION

Part of the Northeast 1/4 of the Northeast 1/4 of Section 31, Part of the Northwest 1/4 of the Northwest 1/4 of Section 32, Part of the Southeast 1/4 of the Southeast 1/4 of Section 30 and Part of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho described as:

Commencing at the corner common to Sections 29, 30, 31, & 32, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and running thence S00°51'18"E 681.27 feet along the East line of Section 31 to the Point of Beginning; thence S89°30'27"W 376.87 feet; thence N38°16'22"W 253.04 feet; thence N89°30'27"E 182.62 feet; thence N00°51'18"W 506.27 feet; thence N89°30'27"E 375.00 feet; thence S00°51'18"E 706.27 feet; thence S89°30'27"W 25.00 feet to the point of beginning.

Parcel contains 6.53 acres.
EXHIBIT “A”
LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT “B”

CONCEPTUAL PLAN
EXHIBIT “C”

CONDITIONS OF APPROVAL

1. The Owner/Developer agree that they will not oppose the formation of a local improvement district for the construction of any infrastructure associated with the development of the Property.

2. Prior to the third reading of the annexation and zoning ordinance the Owner/Developer shall dedicate any additional right-of-way, as defined by the city engineer, adjacent the sides of the Property required for the ultimate build out of the adjacent public roadways.

3. No office, commercial, or industrial use located on the Property shall be open before 6:00 a.m. in the mornings or after 11:00 p.m. in the evenings.

4. Building and Site Design: The facades and site development of new business buildings or complexes to be constructed on the Property shall comply with the following standards:
   
a. Structure Placement: The “buildable” portions of properties shall accommodate a non-stripe development design. Projects shall be designed to use the least number of vehicular access points, include landscaping and pedestrian benefits, and minimize any negative impact on adjoining properties. Detached sidewalks are encouraged.

b. Building Orientation:
   - Buildings shall be oriented with primary consideration being given to the visual impact from arterial streets. The view from arterial streets should be dominated by the view of the primary or front building façade. External views of large expanses of parking lots are strongly discouraged.
   - Buildings shall be oriented to face the most primary, adjacent road to the property upon which they are proposed to be constructed.
   - Loading docks shall not face the front of the property. Also, loading docks shall not face the front of any adjacent principle building when possible, nor any residential use or zoned area.

c. Building Exteriors: Facades shall include architectural characteristics which are compatible with the adjoining development and shall be consistent on each building face that is exposed to view from the public right-of-way and/or adjacent to residential use or zone.
   - Buildings shall include changes in plain such as cornices, bases, fenestration, wainscoting, for at least 40% of the exterior wall area.
   - Building frontages greater than 100 feet in length shall have offsets, jogs or have other distinctive changes in the building façade.
   - Public entrances shall be easily identified and distinct from the remainder of the building, either through architectural form or use of color, material, and texture of the façade.
e. Exterior Finish Materials: Exterior finish materials shall be non-reflective and shall include at least three colors, textures and/or materials.
   - External building materials shall include masonry (e.g., brick, stone, concrete), and exterior insulation finish systems with allowances for accents utilizing alternative materials such as metal, split face block and glass curtain walls.
   - Black and/or bright colors are discouraged and are allowed to only cover 25% of the overall wall square footage.

   e. Mechanical Units: Mechanical equipment and utilities shall be placed and installed in such a way as to have minimal impact on adjoining properties, and shall be screened from public view with either proper landscaping or by being contained within an enclosure consistent with the architecture of the main building.
   - Roof mounted: Mechanical vents protruding through the roof and similar features shall be painted so as to match the color of the roof. Exposed metal flashing or trim shall be anodized or painted to blend with the exterior colors of the building. Roof mounted mechanical shall be screened from public view from any street abutting the property by a screen wall enclosure consistent in appearance with the architectural treatment of the main building.
   - Ground mechanical equipment and utilities: Ground mounted equipment and utilities shall be placed and installed in such a way to have the least impact on adjoining properties, and shall be screened from public view with a combination of evergreen and deciduous bushes and trees, with a minimum of 5' depth continuous around utility, these shall be irrigated with landscaping fabric and ground cover, or, to be contained within an enclosure consistent with the architecture of the main building.

   f. Overhead Doors: Where possible, overhead doors for service and/or repair activities and/or loading/unloading activities shall be located at the side of a building which lies opposite to any residential use/zone unless some form of screening such as a wall, landscape berm or other barrier is used to separate the two.

5. Lighting Standards:
   a. All exterior structure lighting shall be shielded, screened, and/or shuttered with ninety degree (90) cutoff luminaries and shall be otherwise directed so as to prevent illumination of adjoining properties, particularly when located adjoining or across the street from residentially used or zoned properties.
      - The height of a freestanding light fixture (e.g., in a parking lot area) shall not exceed twenty five feet (25') or the height of the principal permitted structure, whichever is less. Parking area lights shall use ninety (90) degree cutoff luminaries ("down lighting"). Building mounted lights shall not be higher than twenty-five (25) feet from ground level.
      - Electrical feeds to outdoor light fixtures shall be placed underground not overhead.
      - All lights on site shall be consistent in style, design, height, size and color.
      - Lighting to highlight or illuminate architecture and signs shall be attractive without significant spillage of light upward or downward.
      - Pedestrian circulation routes shall be illuminated.
Floodlights shall not be allowed.
Metal halide bulbs shall not be used.

6. Fencing/Screening: Fencing of anything other than mechanical or maintenance-related equipment or stored inventory or trash receptacles is prohibited. Trash receptacles shall be screened with durable materials as found on the related building's facade.

7. Trash Receptacles: Trash receptacles shall be located in service areas at side or rear yards and not visible from streets abutting a property. Receptacles shall be screened as noted in the above paragraph.

8. Signs used on the Property shall comply with all of the underlying provisions of the city sign code for the applicable zone. In addition the following shall govern the provision of advertising signage on the property:
   a. Only signs for building/business identification, public safety and way finding shall be permitted.
   b. Business signs shall be attractively illuminated without excessive spillage of light upward or outward.
   c. Signs that are wholly or in part electronic message center displays shall not be allowed notwithstanding any other provision of city code that makes allowances for electronic reader board signs.
   d. Neon lighting is not and shall not be allowed.
   e. The color and materials used for the signs shall feature materials, color, and texture of the building for which they advertise.

9. Landscaping: The following landscape standards (in addition to those listed in Title 10, Chapters 22 and 33) shall apply to new building construction:
   a. Location(s) and Quantity of Landscaping Required:
      - General Location Requirement: Landscaping shall be emplaced on a site wherever a structure, pedestrian pathway or parking lot is not located.
      - Arrangement: Landscaping shall be arranged in a natural pattern designed by a landscape architect and shall serve to highlight buildings entrances and pedestrian plazas without encroaching into public right-of-way so as to impede pedestrian and vehicular views or intruding into required vision triangles.
      - Around Building Exteriors: Shrubs and flower beds shall be required around any new building's exterior. They are also required in the front yard of the development to enhance the appearance of a building when viewed from a right-of-way that abuts the development site.
      - Screening: Needled evergreens may be used to help screen mechanical equipment and service areas.
• Growth Coverage: Plants used in landscaping around a building or on a
development site shall be selected to complement the scale of the development
area and any building(s) thereon.

b. Landscaping Components Requirements:
• Composition of added plants selected (aside from what is required by Title 10,
Chapter 33 for a landscape strip along an arterial or collector street) shall be
compromised of at least 50 percent flowering trees.
• Landscaping shall be designed so that 50% coverage of the site occurs after
the first year and 90% coverage occurs after five years.

c. Storm Water Retention: Planter areas may be used to absorb onsite storm water in
accordance with city storm water regulations.
January 12, 2016

Theodore Caldwell
PO Box 38
Davis, CA 95617

Subject: Conditional Use Permit for Self Storage on 5.546 acres located in a BN (Neighborhood Business) zoning district at 905 South Middleton Road (Parcel R3206401200 in Section 31, T3N, R2W, BM, NE 1/4, Tax 03533 in NE 1/4 NE 1/4; and Parcel R3206300000 in Section 31, T3N, R2W, BM, NE 1/4, Tax 2 on NE 1/4, NE 1/4, less Tax 2A and 2B) for Theodore Caldwell (CUP 059-16).

Dear Mr. Caldwell:

The following is the decision of the Nampa Planning and Zoning Commission on the above conditional use permit request heard before them on January 10, 2016, and will stand as the findings of fact and conclusions of law as required by Idaho Code Section 67-6535. The Commission found the following concerning the application:

1. The location, size and design and operating characteristics of the proposed Self-Storage Facility 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 Self-Storage Facility will be as attractive as the nature of the use and its location and setting warrants.
3. The proposed Self-Storage Facility will enhance the successful operation of the surrounding area in its basic community function and provide an essential service to the community or region.

Consequently, the Commission concluded to approve your conditional use permit subject to the following conditions:

1. All City Code requirements of the Nampa Planning, Building, Engineering, and Fire Departments as well as applicable state, or federal agencies regarding use of the property for a Self-Storage Facility shall be satisfied prior to occupancy.
2. The conditional use permit shall be issued only for a Self-Storage Facility.
3. The Development Agreement entered into between the City of Nampa and Canyon County Lake Estates, LLC on December 19, 2006, shall be required to be modified to provide for the proposed use of the property for a Self-Storage Facility prior to approval and issuance of any building permit(s) for construction of the proposed Self-Storage Facility.
4. Lake Lowell Avenue: Functional Classification—Collector, Right-of-way dedication of 40’ for a half of an 80’ collector road right-of-way.
5. Middleton Road: Functional Classification—Arterial, Right-of-way dedication of 50’ for a half of a 100’ arterial road right-of-way. Corner chamfer dedication as necessary to facilitate intersection improvements, turn lanes, and signalization.

Your conditional use permit will be official when it is issued following the required 15-day appeal period (Thursday, January 20, 2016). You will be notified of any pending appeals. Should you have any questions, please feel free to contact me.

Sincerely,

Norman L. Holm
Planning Director
City of Nampa

cc: Marla Carson, neuDesign Architecture
Orofino Properties, LLC
June 17, 2019

Norman L. Holm, Planning & Zoning Director
City of Nampa
411 3rd Street South
Nampa, ID 83651

Lake Lowell Storage/ 905 S. Middleton Rd.

Dear Norm:

Nampa & Meridian Irrigation District (NMID) requires a filed Land Use Change Application to review prior to final platting. Please contact Elke Adams (208) 466-7861, at 1503 First Street S. Nampa, ID, for further information.

All private laterals and waste ways must be protected. The Districts Fox Lateral courses through the east boundary of this proposed project. The districts easement for the Fox Lateral at this location is a minimum of forty feet (40'); twenty feet (20') from centerline each direction.

This easement must be protected. Any encroachment without a signed License Agreement and approved plan before construction is unacceptable.

All municipal surface drainage must be retained on site. If any municipal surface drainage leaves the site, the NMID must review drainage plans. Developer must comply with Idaho Code 31-3805.

Sincerely,

David T. Duvali
Asst. Water Superintendent
Nampa & Meridian Irrigation District
DTD /gnf

Cc: Office/ file
19 June 2019

Jeff Hatch
Hatch Design Architecture
6126 W. State St. Ste 107
Boise, ID 83703

Please note the District now requires three (3) sets of plans

Dear Mr. Hatch:

Enclosed please find a Land Use Change Application for your use to file with the Irrigation District for its review on the above-referenced development. If this development is under a “rush” to be finalized, I would recommend that you submit a cashier’s check, money order or cash as payment of the fees in order to speed the process up. If you submit a company or personal check, it must clear the bank before processing the application.

If you have any questions concerning this matter, please feel free to call on Greg G. Curtis, District Water Superintendent, at the District’s shop telephone number listed above.

Sincerely,

Elke Adams, Asst. Secretary/Treasurer
NAMPA & MERIDIAN IRRIGATION DISTRICT

EA/cmg

cc: File
    Water Superintendent
    Nampa City, 411 3rd Street Nampa, ID 83651
    Marc Ikebasu, 4549 Mackenzie Lane Boise, ID 83703

enc.
The Engineering Division does not oppose the applications with the following comments and conditions.

**General Comments:**

1. The property is already annexed into the City and services are available in Lake Lowell Ave and S Middleton Road.

2. Lake Lowell Avenue is classified as a Collector and Middleton Road is classified as a Principal Arterial per the City’s Transportation Master Plan, both with a 45-mph speed limit. The property has already dedicated the required public right-of-way along the frontage, except for a 25’ chamfer at the intersection.

3. The property line dimensions reflected on the conceptual site plan do not appear to accurately reflect the parcel size based on County records, and do appear to reflect the already dedicated 50’ of public right-of-way along S. Middleton Road and Lake Lowell Avenue. The Applicant should confirm the parcel dimensions and adjust the site plan accordingly.

4. The proposed access off Lake Lowell Ave shall meet the City’s Access Management Policy, which requires 180’ minimum separation as measured from the curb line extension of Middleton Road to the edge of driveway. Additional separation may be required depending on the need for turn-lanes. The final access configuration shall be coordinated with the Nampa Engineering Division during construction drawing approval.

5. Secondary emergency access is subject to the review and approval of Nampa Fire Marshal.
Conditions:

1. Applicant/Owner shall dedicate a 25’ chamfer of public right-of-way at the intersection of Middleton Road and Lake Lowell Avenue.

2. The Developer shall perform a turn-lane warrant analysis with the site improvement application to determine if turn lanes are required for the proposed access. A more detailed Traffic Impact Study will be required if the development is expected to generate more than 100 new trips during any peak hour or 1,000 new daily trips (total in/out) in accordance with City of Nampa 2015 Transportation Impact Study Policy. Access location and configuration is subject to Nampa Engineering Division approval.

3. Any onsite wells or septic systems shall be abandoned and/or removed in accordance with Local and State regulations at the time of property development/redevelopment and prior to connection to City services.

4. Any and all domestic and irrigation surface and/or groundwater rights shall be transferred to the City at the time of property development/redevelopment, and prior to connection to City services. Applicant/Owner shall provide documentation to the Nampa Engineering Division verifying water rights for the subject property.

5. Utilities shall be constructed to and through the site at the time of property development/redevelopment, and at the sole expense of the Developer. The following utility extensions are required in addition to those needed to serve the development:
   - 12” pressure irrigation main in Lake Lowell Ave; and,
   - 8” sewer main either through the subject property or in Middleton Road to serve properties to the south.

6. Sidewalk and drainage improvements shall be constructed on the Lake Lowell Ave and Middleton Road frontages in accordance with Nampa City Code Section 9-3-1. Pavement widening is not required except for turn lanes as identified by traffic analysis.
Good Afternoon Shellie,

Nampa Highway District #1 has no comment.

Thank you,

Eddy