City of Nampa
Regular Council Meeting
Livestreaming at https://livestream.com/cityofnampa
July 15, 2019
Regular Council – 6:00 PM
Public Hearings – 7:00 PM*

Call to Order and Pledge to Flag

Invocation – Rick Hogaboam - Sovereign Grace Fellowship

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 – July 1, 2019
   b. WWTP Design Review Committee - April 18, 2019
   c. WWTP Design Review Committee – May 23, 2019
   d. WWTP Design Review Committee – June 20, 2019
   e. Planning and Zoning Meeting – June 25, 2019
   f. Airport Commission - June 10, 2019
   g. Airport Commission - June 25, 2019

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

1-3. Final Plat Approvals
   a. Final
      • Kinghorn Place Subdivision No. 1 on the west side of Northside Blvd. north of Ustick Rd. (A portion of the SE 1/4 of Section 33, T4N, R2W, BM – 54 single family dwellings on 17.01 acres for 3.17 lots/acre) for Kent Brown representing Trilogy Idaho (SPF 090-19)
      • Sonata Pointe Subdivision No. 3 on the south side of W. Lone Star Rd. west of Lone Star Middle School (57 single family residential lots on 15.92 acres, 3.58 dwelling units per gross acre - situated in the NE 1/4 of Section 30, T3N, R2W, BM) for JUB Engineers representing Trilogy Development (SPF 091-19)
      • Southern Ridge Subdivision No. 6 south of Southern Ridge No. 5 (Located in the S 1/2 of Section 1, T2N, R2W, BM - 58 dwelling units on 14.72 acres for 3.25 dwelling units per gross acre) for Kent Brown for Southern Ridge Properties (SPF 092-19)

*Or as Soon After 7:00 PM as Each Matter may be Heard
Mattingly Creek Subdivision at 2008 W. Orchard Ave. (A 3.5-acre portion of the SE ¼ of the SW ¼ of Section 17, T3N, R2W, BM – 11 Two Unit Single Family Residential Attached lots on 3.5 acres for a total of 22 dwelling units on 3.5 acres or 6.29 dwelling units/gross acre) for Red Letter Day LLC represented by Bob Taunton, Taunton Group LLC (SPF 093-19)

b. Short
• None

1-4. Authorize Public Hearings

a. Zoning Map Amendment from BC (Community Business) to IL (Light Industrial) for a 2.92 acre or 127,195 ft. portion of Lot 19 of Midway Subdivision in the NE ¼ of the SW ¼ of Section 8, T3N, R2W, BM for Thiel & Thiel, LLC (ZMA 109-19)

b. Annexation and Zoning to RA (Suburban Residential) for 2.30 acres or 100,188 sq. ft. located in a portion of the SW ¼ of the SE ¼ of Section 30, T3N, R2W, BM for Jared and Melissa Lindsay for a 2-parcel split (ANN 125-19)

c. Modification of Annexation and Zoning Commercial and Residential Development Agreements between Centennial Development LLC and the City of Nampa recorded 6/1/2006 as Inst. No. 200642352 amending Exhibit “B” Conceptual Plan changing the BC zoned area use from a conceptual Commercial/Office plan to a Public Storage Facility plan and amending the Commercial Development Agreement to apply only to the 13.34 acre BC zoned area situated in a portion of Lots 15 and 16 of Cortland Place located in the SE ¼ of the SE ¼ of Section 2, T3N, R2W BM – for Jeff Likes (DAMO 030-19). Planning and Zoning Commission recommended denial of the Modification of Annexation and Zoning Commercial and Residential Development Agreement

d. Modification of Annexation and Zoning Development Agreement Canyon County Lake Estates, LLC and the City of Nampa recorded 1/26/2006 as Inst. No. 200604068 amending Exhibit “B” Conceptual Plan changing use from a conceptual Neighborhood Commercial/Office plan to a Public Storage Facility plan, and Conditional Use Permit for Public Storage Facility in a BN (Neighborhood Business) Zoning District at 905 S. Middleton Rd. (A 4.81-acre portion of the NE ¼ of the NE ¼ of Section 31, T3N, R2W, BM) for Jeff Hatch representing Marc Ikebasu (DAMO 031-19)

1-5. Authorize to Proceed with Bidding Process

a. Parks and Recreation Advertise and Accept Request for Proposals for a Beverage Contract
b. Council authorize Engineering Division to proceed with the formal bid process for the FY19 Signal Equipment Procurement Zone B1

1-6. Authorization for Execution of Contracts and Agreements

a. Authorize Mayor to Sign Landlord’s Consent to Leasehold Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents Agreement with Key Bank for Lot 0120 at Nampa Municipal Airport

*Or as Soon After 7:00 PM as Each Matter may be Heard
1-7. Monthly Cash Report
   a. June 2019

1-8. Resolutions
   a. Destruction of Human Resource Records
   b. Destruction of Parks and Recreation Records

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

1-10. Miscellaneous items
   a. Republic Services Annual Price Adjustment

1-11. Approval of Agenda

(2) Proclamations

2-1. None

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

Mayor & Council Comments

(3) Agency & Commission Reports

3-1. None

(4) Staff Communications

4-1. Experience Midway Park Event - Darrin Johnson Parks and Recreation & Ynfiniti Sigman, Nampa High School

4-2. Staff Report – Tom Points Public Works

(5) New Business

5-1. Action Item: Award bid and authorize Mayor to sign contract for the Airport Sewer Extension to Big Bite in the amount of $41,820.50

*Or as Soon After 7:00 PM as Each Matter may be Heard
5-2. **Action Item:** Council approve the requested Right-of-Way Encroachment for the Greater Life Church property located at 504 S Diamond Street and allow the Mayor to sign the attached Encroachment Agreement (Exhibit A)

5-3. **Action Item:** Authorize Mayor and Public Works Director to sign the Contract with ACS to provide design-build services for the Pressure Irrigation Supervisory Control and Data Acquisition (SCADA) projects (FY19) in the amount of $80,589.00 (T&M N.T.E.)

5-4. **Action Item:** Authorize Mayor to Sign Federal Aviation Administration Grant Offer and Sponsor Certifications for Airport Improvement Program (AIP-31) Construct Hangar Taxilanes and Taxiways at Nampa Municipal Airport

5-5. **Action Item:** Appointment of Nathan Cleaver to Board of Appraisers as Citizen at Large

(6) Public Hearings

6-1. **Action Item:** Annexation and Zoning to RS6 (Single Family Residential – 6,000 sq. ft.) at TBD High Ave. (A .84 acre or 36,438 sq. ft. portion of the SE ¼ of the SE ¼ of Section 20, T3N, R2W, BM) for Mark and Alina Kondratyuk for construction of single-family homes (ANN 120-19)

6-2. **Action Item:** Annexation and Zoning to RML (Limited Multiple-Family Residential) at 1111 E. Iowa Ave. (A .34 acre or 14,938 sq. ft. portion of NE ½, SE ¼ Section 34, T3N, R2W, BM) for Anthony Sparks for construction of a Fourplex. The Planning and Zoning Commission recommended RD Zoning (ANN 121-19)

(7) Unfinished Business

7-1. **Action Item:** 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 7-1-2019)*

7-2. **Action Item:** 1st Reading of Ordinance 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) *(PH was 7-1-2019)*
7-3. **Action Item:** 1st Reading of Ordinance 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) *(PH was 7-1-2019)*

7-4. **Action Item:** 1st Reading of Ordinance 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) *(PH was 7-1-2019)*

7-5. **Action Item:** 1st reading of Ordinance Correcting Ordinance 4435 for corrections to legal description

(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 #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)*

8-2. 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 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

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

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

㈠ (1) Consent Agenda (Action Items) ㈠ 

Mayor Kling amended the agenda by removing item #5-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.

MOVED by Haverfield and SECONDED by Rodriguez to approve the Consent Agenda with the above-mentioned amendments: Item #1-1. - Regular Council Minutes of June 17, 2019; Bicycle and Pedestrian Advisory Committee Minutes; Board of Appraisers Minutes; Airport Commission Minutes; Planning & Zoning Commission Minutes of June 11, 2019; Library Commission Minutes; Local 804 Fire Negotiation Minutes of June 26, 2019; Item #1-2. - The City Council dispenses with the three (3) reading rule of Idaho Code § 50-902 for all ordinances; Item #1-3. - Final and Preliminary and Short Plat Approvals: 1) Subdivision Final Plat Approval for 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); 2) Subdivision Short Plat for 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) Item #1-4. - Authorize Public Hearings: 1) 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, 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); 2) 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) and ZMA-00107-2019); 3) 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 3 T2N 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; 4) 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
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23 T3N R2W BM, located at 1504 Garrity Blvd, for Loni R Monson (ZMA-00108-2019); Item #1-5. - Authorize to Proceed with Bidding Process: 1) Authorize Staff to Advertise Request for Qualifications for 3rd Avenue North and West Industrial Road Intersection Improvements and Initiate Contract Negotiations with Selected Consultant; Item #1-6. - Authorization for execution of Contracts and Agreements: 1) 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.; Item #1-7. - Monthly Cash Report: 1) None; Item #1-8. - Resolutions: 1) None; Item #1-9. - License for 2019: a) Renewal Alcohol: 1) None; b) New Alcohol: 1) Holy Cow Restaurant, 1226 1st Street South, on-premise beer and wine; Miscellaneous Items: 1) None. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. Mayor Kling declared the

MOTION CARRIED

❖ (2) Proclamation ❖

Item #2-1. – Snake River Stampede Days

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 1st day of July in the year of our Lord two thousand nineteen.

Curtis Homer said that ticket sales are up over last year and that it might be a record purse this year. We have 731 contestants enter right now and are hoping for the best. The impact to the community is over half a million dollars that we spend, and the economic impact is about 11 million dollars a year in the two-week period.

Item #2-2. – Dianne Siewert Appreciation Day

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 be affixed this 1st day of July in the year of our Lord two thousand nineteen.

Item #2-3. – National Parks and Recreation Month

Whereas, parks and recreation programs are an integral part of communities throughout this
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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 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 July 2019 in the City of Nampa as

“National 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.

Jennifer Vanderpool explained that parks are a great impact on the community and improve the quality of life. They are playing Game on in the month of July.
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
- Mayor – Special Council Meeting 7-16-2019 – 8 to 4 AND 7-17-2019 9 to 11 to 1:30 – lunch the ending at 4
- Mayor – FoxBusiness – Nampa is the best run city in the Nation
- Mayor – Introduced Clay Long the new Chief of Staff
- Councilmember Haverfield – Nampa is #1 in Forbs for new homes

(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 – 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.

City of Nampa Wastewater Treatment Plant Energy Efficiency Incentive from Idaho Power

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

- 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

Figure 2 – Front view of Centrifuge Pipes
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 soon:

- 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:
Nampa WWTP Phase I Upgrades: Financial Report

The following table shows current financials for Phase I Upgrades:

<table>
<thead>
<tr>
<th>Contract Description</th>
<th>Original Budget</th>
<th>Current Budget</th>
<th>Change Order Rate</th>
<th>Spent</th>
<th>Percent Spent</th>
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<td>Project Group A – Ewing(^a)</td>
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<td>11.2%</td>
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<td>Project Group A Contingency</td>
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<td>-$77,194</td>
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<td><strong>Project Group A Total</strong></td>
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<td><strong>$13,994,000</strong></td>
<td><strong>101%</strong></td>
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<tr>
<td>Project Group B - JC</td>
<td>$11,255,000</td>
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<td>3.7%</td>
<td>$10,926,770</td>
<td>93%</td>
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<td><strong>$11,755,000</strong></td>
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<td>Project Group C – Ewing</td>
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<td><strong>55%</strong></td>
</tr>
<tr>
<td><strong>PHASE I UPGRADES TOTAL</strong></td>
<td><strong>$29,210,094</strong></td>
<td><strong>$29,210,094</strong></td>
<td><strong>7.1%</strong></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 soon:

- 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>Digester Control Building Design Approach</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Other Decisions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chemical System Design Approach</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Project Packages</td>
<td>Decision Made</td>
<td>Approved by City Council 6/3</td>
</tr>
<tr>
<td>Project Delivery Approach</td>
<td>Decision Made</td>
<td>Approved by City Council 6/3</td>
</tr>
</tbody>
</table>
(5) New Business

Item #5-1. - Mayor Kling presented a request to appoint additional Compass Board position, due to Nampa population exceeding 100,000.

Mayor Kling presented a staff report explaining that 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.

MOVED by Bruner and SECONDED by Levi to appoint Tom Points as the additional seat on the board.

MOVED by Bruner and SECONDED by Levi to amend the previous motion by appointing Tom Points as the additional seat on the board and Councilmember Rick Hogaboam as the alternate member. The Mayor asked all in favor say aye with all Councilmembers present voting AYE. The Mayor declared the

MOTION CARRIED

Item #5-2. - Mayor Kling presented the request to authorize the Mayor to sign a Memorandum of Understanding with the Downtown Business Improvement District #2.

Economic Development Assistant Director Robyn Sellers presented a staff report explaining that the Downtown Improvement District BID and the City have had a memorandum of understanding that was in effect for the last couple of years.

Last year the BID had most of their board turn over and they found that they were not able to afford a staff person. That was due to assessment rates not being raised for the BID since about
Regular Council  
July 1, 2019

the mid 90’s. The ongoing increase in prices for things that they are supposed to provide like flowers and removing trash downtown.

The old MOU had the staff person all over in the MOU that the BID hired.

The new MOU that we are asking the authorization for the Mayor to sign is to take out that staff person and reflects the new organizational structure for the BID and the City structure and how they work together to support downtown.

Mayor and Councilmembers asked questions and made comments.

MOVED by Skaug and SECONDED by Bruner to authorize the Mayor to sign the memorandum of understanding with the insert of the Mayors comments. 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 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.

Tom Points presented a staff report explaining that the 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.

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

MOTION CARRIED

Item #5-4. - Mayor Kling presented the request to authorize the Mayor and Public Works Director to Sign Task Order for Scope of Work for Consultant Services with CTA Architects Engineers for Facility Master Plan for Fleet Services Division, Street Division and Water Division.

Deputy Public Works Director Jeff Barnes presented a staff report explaining that the 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).
Regular Council  
July 1, 2019

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.

Mayor and Councilmembers asked questions and made comments.

Building and Safety Director Patrick Sullivan answered questions and made explained the deep dives that we did last year were a very high level. This type of master plan is an architectural master plan, what it does is evaluates our existing facilities and then it also evaluates what our true growth is. Our growth estimates have increased significantly since the 2014 Master Plan. So that Master Plan is out dated. The other thing about that master plan it envisioned mostly newer replacement buildings rather than the more frugal approach to let’s see how we can repurpose the existing buildings and then move forward and then be very thoughtful about which new facilities we bring online when we do that. This new master plan is necessary in order to plan say 10, 15 or 20 years out. So, we can figure out how we are going to fund these capital improvements over time. Whether some will be under the general fund, some will be under the enterprise funds, such as streets.

Mayor and Councilmembers asked questions and made comments.

MOVED by Haverfield and SECONDED by Skaug to authorize the 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. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the MOTION CARRIED

Item #5-5. - Mayor Kling presented the request to authorize the 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.

Jeff Barnes presented a staff report explaining that the 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. **MOVED** by Bruner and **SECONDED** by Haverfield to **authorize** the **Mayor** and **Public Works Director** to sign task order for attached scope of work for consultant design services with **CTA Architects Engineers**, in the amount of **$8,500.00** (T&M NTE), for new restroom construction at Street Division. 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 to **authorize** the **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).

Daniel Badger presented a staff report explaining that 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.

<table>
<thead>
<tr>
<th></th>
<th>Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design</td>
<td>$226,973.00</td>
</tr>
<tr>
<td>ROW Acquisition</td>
<td>$65,500.00</td>
</tr>
<tr>
<td></td>
<td><strong>$292,473.00</strong></td>
</tr>
</tbody>
</table>

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.

**MOVED** by Bruner and **SECONDED** by Rodriguez to authorize the **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). The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the **MOTION CARRIED**

**Item #5-7.** - Mayor Kling presented the request to authorize the **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.).

Daniel Badger presented a staff report explaining that 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.

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

MOTION CARRIED

Item #5-8. - Mayor Kling presented the request to award the quote and authorize the Mayor to sign contract for the Holly Street Pedestrian improvements project with Hess Construction in the amount of $46,303.90.

Tom Points presented a staff report explaining that 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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design (In-House)</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Construction Management &amp; Inspection Services (In-House)</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Construction</td>
<td>$46,303.90</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 46,303.90</strong></td>
</tr>
</tbody>
</table>

Engineering Division reviewed the quote and recommends awarding the Holly Street Pedestrian Improvement project to Hess Construction, Inc.

**MOVED** by Bruner and **SECONDED** by Haverfield to **award quote** and **authorize** the **Mayor** to **sign contract** for the **Holly Street Pedestrian Improvements** project with **Hess Construction, Inc.** in the amount of **$46,303.90**. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

**MOTION CARRIED**

**Item #5-9.** - Mayor Kling presented the request to **award** the **bid** and **authorize** the **Mayor** to **sign contract** for FAA-AIP-31 Grant – Construct Hangar Taxi lanes at Nampa Municipal Airport in the amount of **$522,250.00** with **Idaho Materials & Construction** pending FAA funding.

Tom Points presented a staff report explaining that 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 Taxi lanes (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).

MOVED by Haverfield and SECONDED by Levi to award bid and authorize the Mayor to sign contract for FAA AIP-31 Grant – Construct Hangar Taxi lanes at Nampa Municipal Airport in the amount of $522,250.00 with Idaho Materials & Construction pending FAA funding. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the MOTION CARRIED.

(6) Public Hearings

Item #6-1. - Mayor Kling opened a public hearing for annexation and zoning to RS-7 (Single Family Residential – 7,000 sq. ft minimum lot size) 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 of Section 20 T2N R2W BM), for Mason and Associates, representing Lanco, Inc. (ANN-00119-2019).

David Bills, Lanco, 3400 Montego Way presented the request.

Senior Planner Kristi Watkins presented the following staff report explaining that the request is for annexation and zoning to RS-7 (Single Family Residential – 7,000 sq. ft) zoning district pertaining to one parcel of land located at 3615 Southside Boulevard 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”)… for David Bills, Lanco, Inc. as the applicant/Mason & Associates, Engineers.

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 agree 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 sf. 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 regarding 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. An 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 regarding 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 not objection to the proposed project; and,
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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…>  

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 Bruner to **approve** the annexation and zoning to RS-7 (Single Family Residential – 7,000 sq. ft minimum lot size) 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 Section 20 T2N R2W BM), for Mason and Associates, representing Lanco, Inc with staff recommendation and authorize the City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the **MOTION CARRIED**

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Item #6-2. - Mayor Kling opened a public hearing for 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)

The applicant was not in attendance.

Kristi Watkins presented the following staff report explaining that the request is for a 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 for Richard Evans, applicant AgEquity LLC. 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 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.
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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.

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

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

**MOTION CARRIED**

**MOVED** by Skaug and **SECONDED** by Bruner to **approve the 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 with staff conditions and authorize the City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

**MOTION CARRIED**

**Item #6-3.** - Mayor Kling opened a **public hearing** for **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)

Bryan Crookham presented the request.
Principal Planner Rodney Ashby presented the following staff report explaining that the request is for a 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) Bryan Crookham state they are requesting the easement vacation in order to install an in-ground swimming pool in the existing easement area.

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
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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.

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

MOVED by Rodriguez and SECONDED by Bruner to approve the 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 with staff conditions and authorize the City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #6-4. - Mayor Kling opened a public hearing for 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)

Kent Brown, 3161 E Springwood, Meridian presented the request.

Planning and Zoning Director Norm Holm presented the following staff report explaining that the request is for a vacation of Wilson Avenue 2,615 feet north of Cherry between N. Franklin Blvd. and 11th Avenue North for Heartland Townhomes Property Management LLC. The requested action is for a vacation of a portion of an 1894 platted 25 feet wide segment of Wilson Avenue. 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.
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No one appeared in favor of or in opposition to the request.

Donald Botzi, 734 Alpine asked questions.

The applicant Kent Brown answered questions.

City Engineer Daniel Badger answered questions.

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

MOTION CARRIED

MOVED by Levi and SECONDED by Skaug to approve the 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. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #6-5. - Mayor Kling opened a public hearing for 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)

Cavin Duffin, 16789 North Wentworth presented the request.

Councilmembers asked question of the applicant.

Rodney Ashby presented the following staff report explaining that the request is for a 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 for Floyd C Mitchell/Cavin Duffin 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
2) 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.

Those appearing in favor of the request were: Jade Duffin, 16789 Wentworth Lane.

Those appearing in opposition to the request were: Carry McCoulrick, 1112 East Clark; Erin Fields, 616 South Diamond Street; Edwards Andes, 615 South Diamond.

The applicant Cavin Duffin addressed questions brought forward.
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Daniel Badger answered questions on the easements.

Mayor and Councilmembers asked questions and made comments.

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

MOTION CARRIED

MOVED by Haverfield and SECONDED by Skaug to approve the 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 with the understanding if the applicant were to choose to try to build a duplex it would be remanded back to the Planning and Zoning Commission for the conditional use approval – a strong recommendation to the Planning and Zoning Commission and are remanding back to them that we do not support a duplex on this property. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #6-6. - Mayor Kling opened a public hearing for 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 AND

Item #6-7. - Mayor Kling opened a public hearing to consider increase in water hookup fees for Systematic Replacement of Water Infrastructure to Provide Continuous and Reliable Utility Services.

Tom Points and Jake Allen presented the following staff report:

Replacing Current Infrastructure

• 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
Commitment to our Customers

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)
Which revenue strategy does the Council prefer?
- Scenario A: Smoothed Water Rate Increase * Board of Appraisers Recommendation
- Scenario B: Frontloaded Water Rate Increase
- Staff recommendation: Scenario A

Scenario A: Smoothed Water Rate Increases

<table>
<thead>
<tr>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
<th>FY21</th>
<th>FY22</th>
<th>FY23</th>
<th>FY24</th>
<th>FY25</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Rate Increase</td>
<td>0.00%</td>
<td>9.00%</td>
<td>9.00%</td>
<td>8.00%</td>
<td>8.00%</td>
<td>7.00%</td>
<td>7.00%</td>
</tr>
<tr>
<td>Average Monthly Residential Bill @ 7 ccf</td>
<td>$14.10</td>
<td>$15.36</td>
<td>$16.74</td>
<td>$16.08</td>
<td>$15.50</td>
<td>$20.86</td>
<td>$22.32</td>
</tr>
<tr>
<td>1.5% Median Monthly Household Income</td>
<td>$51.51</td>
<td>$51.51</td>
<td>$51.51</td>
<td>$51.51</td>
<td>$51.51</td>
<td>$51.51</td>
<td>$51.51</td>
</tr>
</tbody>
</table>

1Based on 2015 MHI of $41,210.

Average monthly increase of $1.38

FY20 Rates – Effective 10/01/19

<table>
<thead>
<tr>
<th>Trans Code</th>
<th>New Peak</th>
<th>Description</th>
<th>Current Rate</th>
<th>Proposed Rate</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. Residential 5/8&quot; Meter Base Charge</td>
<td>$19.66</td>
<td>$21.43</td>
<td>9.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Residential 3/4&quot; Meter Base Charge</td>
<td>$19.66</td>
<td>$21.43</td>
<td>9.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Residential 1&quot; Meter Base Charge</td>
<td>$16.66</td>
<td>$18.43</td>
<td>9.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Residential 1 1/2&quot; Meter Base Charge</td>
<td>$20.56</td>
<td>$22.33</td>
<td>9.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Residential 2&quot; Meter Base Charge</td>
<td>$42.06</td>
<td>$45.83</td>
<td>9.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Residential 3&quot; Meter Base Charge</td>
<td>$102.53</td>
<td>$111.76</td>
<td>9.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Residential 4&quot; Meter Base Charge</td>
<td>$141.73</td>
<td>$154.49</td>
<td>9.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Non-Residential 5/8&quot; Meter Base Charge</td>
<td>$25.63</td>
<td>$27.76</td>
<td>9.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Non-Residential 3/4&quot; Meter Base Charge</td>
<td>$23.63</td>
<td>$25.76</td>
<td>9.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Non-Residential 1&quot; Meter Base Charge</td>
<td>$23.63</td>
<td>$25.76</td>
<td>9.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Non-Residential 1 1/2&quot; Meter Base Charge</td>
<td>$35.95</td>
<td>$37.01</td>
<td>9.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Non-Residential 2&quot; Meter Base Charge</td>
<td>$48.83</td>
<td>$50.27</td>
<td>9.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Non-Residential 3&quot; Meter Base Charge</td>
<td>$109.90</td>
<td>$110.79</td>
<td>0.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Non-Residential 4&quot; Meter Base Charge</td>
<td>$153.38</td>
<td>$167.18</td>
<td>9.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Non-Residential 6&quot; Meter Base Charge</td>
<td>$268.66</td>
<td>$279.84</td>
<td>9.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Non-Residential 8&quot; Meter Base Charge</td>
<td>$406.87</td>
<td>$411.85</td>
<td>9.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Non-Residential Volume Charge (per ccf)</td>
<td>$1.18</td>
<td>$1.29</td>
<td>9.3%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Residential Volume Charge - Block 1 (0-700 ccf)</td>
<td>$0.06</td>
<td>$0.06</td>
<td>0.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Residential Volume Charge - Block 2 (701-4000 ccf)</td>
<td>$1.00</td>
<td>$1.09</td>
<td>9.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Residential Volume Charge - Block 3 (1401 ccf and above)</td>
<td>$1.30</td>
<td>$1.42</td>
<td>9.2%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Combined Monthly Water/Sewer Bills Comparison (2019)
Hookup Fee Historical Review

- How often should the City update its hookup fees?
  - Annually? * Board of Appraisers Recommendation
  - As part of system planning cycles?
  - Some other frequency?

Should the City adjust hookup fees annually for inflation between updates?

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>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Hookup Fee - Domestic Water Fire Flow (per CFU)</td>
<td>$145.00</td>
<td>$154.00</td>
<td>6.21%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>1st Meter Connection Fee</td>
<td>$463.00</td>
<td>$491.00</td>
<td>6.05%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>1.5&quot; Meter Connection Fee</td>
<td>$679.00</td>
<td>$720.00</td>
<td>6.04%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>2&quot; Meter Connection Fee</td>
<td>$865.00</td>
<td>$918.00</td>
<td>6.13%</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>1st Domestic Service Line Fee</td>
<td>$1,495.00</td>
<td>$1,586.00</td>
<td>6.09%</td>
<td></td>
</tr>
<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>
<td></td>
</tr>
<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 10-2017 – 10-2018
Minimizing Impacts

- Asking for additional rate increases is a difficult decision
- Our goal is to slowly increase rates until the City of Nampa can maintain current infrastructure
- In the future, cost increases will only be implemented based on construction index

Councilmembers asked questions.

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

Mayor and Councilmembers asked questions and made comments.

Hubert Osbourne, 4199 East Switzer Way made comments on policy.

Sharon Harris, 1612 South Miller Way made comments.

James O’Heelan, 6680 East Greens Drive made comments.

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

MOTION CARRIED

MOVED by Skaug and SECONDED by Haverfield to approve the 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 AND increase in water hookup fees for Systematic Replacement of Water Infrastructure to Provide Continuous and
Reliable Utility Services. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the **MOTION CARRIED**

* (5) New Business *

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

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. (Applicant Mason and Associated representing Lanco, Inc.)

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 Skaug 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 **4444** and directed the Clerk to record it as required.

**MOTION CARRIED**

**Item #5-11.** – The following Resolution was presented:

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. (Water Rates and Fees)
Regular Council
July 1, 2019

MOVED by Haverfield and SECONDED by Rodriguez to pass the resolution as presented. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the resolution passed, numbered it 31-2019 and directed the clerk to record it as required. MOTION CARRIED

Item #5-12. – The following Resolution was presented:

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. (Water Hookup Fees)

MOVED by Bruner 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 32-2019 and directed the clerk to record it as required. MOTION CARRIED

❖ (7) Unfinished Business ❖

Item #7-1. - Mayor Kling presented the request to 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.

Mayor Kling said that this came before us quite sometime a go and I moved quite slowly getting information to Mark Hilty and Mark Hilty has since looked at the language of the agreement as instructed by the Council.

Nampa City Attorney Mark Hilty explained in general what I attached as part of the packet after the agreement you will see some examples of this companies advertising materials. I thought that would be helpful for you to see what it is that they are going to do. The city does have the right to approve or deny the format for the marketing. If this is all approved, then they pay on an annual basis the city’s due to the National League of Cities. That is what this is about.

Mayor Kling said her intention when I brought this forward really had to do with amount of calls that we got in our office not understanding the responsibility of the service line to their homes.

MOVED by Skaug and SECONDED by Levi to not approve the marketing agreement between the City of Nampa and Utility Partners Private Label, Inc. The Mayor asked for a roll call vote with Councilmembers Rodriguez, Haverfield, Levi, Skaug voting YES.
Councilmember Bruner voting NO and Councilmember Hogaboam was ABSENT. The Mayor declared the

MOTION CARRIED

Item #7-2. – The following Ordinance was read by title:

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. (Applicant Cody Lane-Trek Investment Group)

The Mayor declared this the first reading of the Ordinance.

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

MOVED by Haverfield and SECONDED by Bruner to pass the preceding Ordinance under suspension of rules. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the ordinance duly passed, numbered it 4445 and directed the Clerk to record it as required.

MOTION CARRIED

Item #7-3. – The following Ordinance was read by title:

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
Regular Council  
July 1, 2019

TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND, DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215. (Applicant Blake Wolf)

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 Skaug 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 4446 and directed the Clerk to record it as required.

MOTION CARRIED

Item #7-4. – The following Ordinance was read by title:

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, COMMONLY KNOWN 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 "REQU
"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. (Applicant Kent Brown representing Providence Properties LLC)

The Mayor declared this the first reading of the Ordinance.

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

MOVED by Bruner and SECONDED by Haverfield to pass the preceding Ordinance under suspension of rules. Mayor Kling asked for a roll call vote with Councilmembers Rodriguez, Skaug, Haverfield, Bruner voting YES. Councilmember Levi Voting NO and Councilmember Hogaboam was ABSENT. The Mayor declared the ordinance duly passed, numbered it 4447 and directed the Clerk to record it as required.

MOTION CARRIED

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

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. (Applicant Mitchell Page)

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 Skaug 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 4448 and directed the Clerk to record it as required.

MOTION CARRIED
Item #7-6. – The following Ordinance was read by title:

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. (Applicant Susan Schindler)

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 Skaug 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 4449 and directed the Clerk to record it as required.

MOTION CARRIED

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

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. (Applicant Engineering)

The Mayor declared this the first reading of the Ordinance.

Mayor Kling presented a request to pass the preceding Ordinance under suspension of rules.
MOVED by Haverfield and SECONDED by Bruner to pass the preceding Ordinance under suspension of rules. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the ordinance duly passed, numbered it Corrected Ordinance 4412 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 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)

8-2. 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 Nampa 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. 1st 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 Session

Item #9-1- Mayor Kling presented the request to adjourn into Motion to Adjourn into Executive Session Pursuant to Idaho Code 74-206 (1) (j) to consider labor contract matters authorized under section 67-2345A [74-206A] (1)(a) and (b), Idaho Code.

MOVED by Haverfield and SECONDED by Rodriguez to adjourn into executive session at 9:29 p.m. 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. The Mayor asked for a roll call vote with all councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

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MOVED by Rodriguez and SECONDED by Haverfield to conclude the executive session at 10:17 p.m. during which discussion was held regarding Idaho Code 74-206 (1) (j) to consider labor contract matters authorized under section 67-2345A [74-206A] (1)(a) and (b), Idaho Code. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

MOVED by Rodriguez and SECONDED by Haverfield to adjourn the meeting at 10:18 p.m. The Mayor declared the

MOTION CARRIED

Passed this 15th day of July 2019.

MAYOR

ATTEST:

NAMPA CITY CLERK
Nampa WWTP Phase II/III Upgrades
Design Review Committee
Thursday, April 18, 2019
Nampa Wastewater Treatment Plant | 340 W Railroad St
7:00 AM – 9:00 AM
MEETING SUMMARY

Meeting Overview
On Thursday, April 18, 2019, the Nampa Wastewater Treatment Plant (WWTP) Phase II/Phase III Upgrades Design Review Committee (DRC) convened its seventh meeting. The objectives of this meeting were to provide updates to the overall Wastewater Program, present the Administration and Laboratory Building design evaluation, and provide more background on progressive design-build delivery. The following is a summary of topics discussed and feedback provided at the meeting. Please see meeting materials for more information.

Meeting Summary
Nampa Wastewater Program Updates
Bryant Kuechle, facilitator, welcomed DRC members and reviewed the agenda. Nate Runyan, City of Nampa (City), provided an update on the Wastewater Program:

- The reuse permit application was submitted to Idaho Department of Environmental Quality (IDEQ) on March 21, 2019. The City received a Completeness Determination from DEQ, who has begun drafting the reuse permit. The public will have the opportunity to comment on the draft permit when it becomes available.
- City staff will present a summary of the proposed WWTP improvements and the DRC’s involvement before the Nampa City Council at a public hearing on May 20, 2019. DRC members are encouraged to attend.
- The City recently won 1st Place in Engineering Excellence Stormwater and Wastewater category from the American Council of Engineering Companies Idaho chapter. The City also won Project of the Year over $3M from the Rocky Mountain Section of the American Public Works Association.

Administration and Laboratory Building Updates
Matt Gregg, Brown and Caldwell, provided an overview of the administration and laboratory building analysis. This facility provides key functions including analytical testing to monitor WWTP process performance, inform process control activities, maintain regulatory compliance, and a location for administrative staff, WWTP operations and maintenance staff, and collections system staff. With the Phase II expansion, the facility must provide an increased level of analytical testing and accommodate staff growth within the organization. After analyzing three alternatives, including a new facility relocated to the entrance of the WWTP and renovation alternatives for the existing building. The Technical Team recommends Alternative 2, which would involve renovating the existing building through modifications to the administration side. Alternative 2 best fits the Capitol Improvement Plan and utilizes the existing structure. The DRC approved this recommendation. Please see DRC Briefing #21 for more information.
Questions Included:
1) Does this involve purchasing new analytical equipment?
2) Is there room for future expansion?

**Progressive Design-Build Deep Dive**
Matt Gregg provided an in-depth overview of the progressive design-build (PDB) delivery method proposed by the Technical Team at earlier DRC meetings. The Technical Team based the PDB delivery model recommendation on survey responses provided by DRC members at Meeting #4. The PDB delivery model is a two-phase approach where phase one involves project design, cost estimating, schedule development and guaranteed maximum price (GMP) or lump sum preparation. Phase two, which only begins if the City and design-build firm agree on the GMP or lump sum, includes final design completion, construction, and commissioning.

With this delivery method, one design-build team will be contracted to conduct both the design and construction of the project. The City selects the design-build team based on best value, which considers qualifications, fee, and past project performance. The concurrent design and construction activities reduce schedule, allow for a “design to budget” approach through iterative cost estimate development, provide transparency to the City through open-book cost preparation and review, and provide more risk transfer from the City when compared to traditional design-bid-build. If at the conclusion of phase one an agreement can’t be reached on GMP or lump sum, there is an “off-ramp” where the City can revert to traditional design-bid-build procurement. Matt Gregg discussed the risk transfer details associated with PDB delivery. Please see DRC briefing #22 for more information.

Questions included:
1) What is the reality of staying within budget through this process?
2) Is this the first time the City of Nampa has used the progressive design-build delivery method?
3) How will this process accommodate potential impacts of increased large industry?
4) Have we defined parameters?

**Phase II/Phase III Upgrades Updates and Next Steps**
Matt Gregg provided an update on the Phase II/Phase III Upgrades budget and schedule estimates, including timing for potential cost savings relative to Phase III upgrades implementation. The current Program financing model does not include Phase III Upgrades. The Phase III Upgrades, which include the recycled water pump stations and pipelines, may be accelerated to occur within Phase II Upgrades and thereby reduce the City’s inflationary cost burden. The Technical Team will be meeting with IDEQ to align the Program cash flow with the State Revolving Fund (SRF) loan. Matt Gregg also provided an update on the Project Group D and E procurements. The Technical Team will present an overview of project packaging and delivery methods to City Council on May 6th for approval. The Technical Team will present the recommended project packaging and delivery method for Phase II/Phase III Upgrades for public hearing and City Council approval on May 20th.

Questions included:
1) Is there enough funding in the SRF loan?
2) Are there opportunities to pull projects ahead and work within budget?
3) Citizens want to know how their utility bill will be impacted. Is it possible for the public to see the cost savings on their bill?
4) Please explain the City’s perspective on industrial capacity flexibility.

5) How was sole source justified?

Next Steps

- The next DRC meeting will be Thursday, June 20, 2019, from 7-9 a.m. at the Nampa Public Library.
- The City Council will convene a workshop to review the WWTP Phase II designs and recommendations to date on May 6, followed by a public hearing on May 20.
- Please send questions or concerns to the City as they arise and the project team will work to address these at the upcoming meeting.

DRC Meeting #7 – April 18, 2019

Responses to Questions

**Laboratory/Administration Building Updates**

1) Does this involve purchasing new analytical equipment?
   
   Majority of equipment will come from the existing laboratory. Some new equipment will be purchased to support in-house testing and reduction of private laboratory contracting expenses.

2) Is there room for future expansion?
   
   The building renovation accommodated future expansion, aligning with the Wastewater Program Facility Plan planning horizon of 2040.

**Progressive Design-Build Deep Dive**

1) What is the reality of staying within budget through this process?
   
   The Design-build delivery method allows for value engineering and real-time construction pricing early in the project. The progressive design-build model gets its name from its price development technique, which is prepared progressively. This “design to budget” approach helps achieve budget goals by providing continuous price feedback on the project and provides the City opportunity to manage priorities and to make design adjustments prior allocating budget. In traditional design-bid-build, the City has no input or insight to the designer’s or contractor’s costs except for at a value engineering step, if there is one. Additionally, there are contract mechanisms that incentivize the design-build firm to finish under budget.

2) Is this the first time the City of Nampa has used the progressive design-build delivery method?
   
   This delivery method is commonly used for large water and wastewater projects by utilities and municipalities, though it would be the first time for the City of Nampa.

3) How will this process accommodate potential impacts of increased large industry?
   
   The Design-Build delivery method allows for accelerated construction schedule, which provides the City flexibility to react to increased large industry. That being said, the Phase II Upgrades include additional wastewater capacity for increased industrial customers and non-industrial/residential customers.
4) Have we defined the 30-day acceptance test parameters? Will it capture seasonality?

The 30-day test acceptance period has not been defined yet. The City will have the opportunity to determine when that test is performed once contract negotiations begin. The City will be evaluating the optimal timeframe, including seasonal wastewater influent periods.

**Phase II Upgrades Updates and Next Steps**

1) Is there enough funding in the state revolving fund?

IDEQ has committed to funding $165 million through the SRF program.

2) Are there opportunities to pull projects ahead and work within budget?

Yes, the Technical Team is tracking opportunities for accelerating projects. The Design-Build delivery method allows for accelerated construction schedule, as well as construction timing to be aligned with City budget.

3) Citizens want to know how their utility bill will be impacted. Is it possible for the public to see the cost savings on their bill?

The City plans to continue providing the community with informational updates related to this project. The Capital Improvements Plan and rate model are established for Phase II Upgrades and will not be changed at this time. This is because accounting for design and construction decisions early and revising rates exposes the project to future risk of budget shortfalls if the project scope expands, construction delays occur, or other future unknown conditions. The rate increases in the current rate model are necessary to achieve the project budget. The cost savings made during design and construction are to be determined.

4) How was sole source justified for Project Group D?

Idaho statute for public works projects has a specific set of criteria that the City adheres to on all projects including sole source procurement of services. Project Group C, currently under construction, and Project Group D are both new Primary Digester projects. The City opted to sole-source Project Group D final design because this utilizes a design consultant already providing services during construction for Project Group C. This enables a more efficient procurement process to meet a tight procurement and construction timeline. Project Group D construction will be competitively bid.
Nampa WWTP Phase II/III Upgrades
Design Review Committee
Thursday, May 23, 2019
Nampa Public Library | 215 12th Avenue South, Nampa, ID
7:00 AM – 8:30 AM
MEETING SUMMARY

Meeting Overview
On Thursday, May 23, 2019, the Nampa Wastewater Treatment Plant Design Review Committee (DRC) convened its eighth meeting. The objective of this meeting was to review the project packaging and delivery recommendation in detail and confirm DRC support for the recommended approach. The following is a summary of the discussion.

Meeting Summary
Elizabeth Spaulding, facilitator, welcomed DRC members and reviewed the agenda. Nate Runyan, City of Nampa, provided an update on the May 6 Nampa City Council meeting where the WWTP project packaging and delivery approach recommendation was presented. Based on outstanding questions at the meeting, it was determined that the DRC should review the recommendation in more detail to ensure that all questions and concerns are fully considered before providing the Council a show of support.

Project Deliver Approach Presentation and Discussion
Matt Gregg, Brown and Caldwell, provided an overview of the project delivery options that were reviewed by the DRC. Of highest concern is how Project Group F, which is the largest package of projects, is delivered. Matt reviewed the priorities identified by the DRC at previous meetings and explained how these priorities would be met through delivery features. Matt then reviewed the three potential delivery models being considered, including 1) Design-Bid-Build; 2) Construction Manager/General Contractor; and 3) Progressive Design-Build. Matt reviewed aspects of open-book pricing, procurement criteria and processes, and data on how Progressive Design-Build is becoming a preferred delivery approach nationally for wastewater treatment projects. The proposed delivery approach for Project Group F is Progressive Design-Build.

DRC members asked clarifying questions regarding critical aspects of the delivery approaches, including issues around risk, liability, cost control, and local capacity. Through discussion, it was determined that the Progressive Design-Build model is appropriate for Project Group F in that it will meet the interests of the City without placing undue risk on the City or strain on existing staff capacity. Nampa City Attorney Mike Hilty was also present at the meeting, and stated that he did not believe there were any contractual limitations or concerns with Progressive Design-Build.

Once all DRC questions were fully addressed, Elizabeth Spaulding took a vote of DRC members in support of a Progressive Design-Build approach for Project Group F. Six DRC members voted in support of the recommendation. No members voted against the recommendation.

James Hall, Admiral Beverage, and Carol Kenfield, citizen, both offered to attend the upcoming Public Hearing on June 3rd to provide DRC representation and show of support for the recommended delivery approach.
Nampa WWTP Phase II/III Upgrades  
Design Review Committee  
Thursday, June 20, 2019  
Nampa Public Library | 215 12th Avenue South, Nampa, ID  
7:00 AM – 8:30 AM  
MEETING SUMMARY

Meeting Overview
On Thursday, June 20, 2019, the Nampa Wastewater Treatment Plant Design Review Committee (DRC) convened it’s ninth meeting. The objectives of this meeting were to review the Phase II Upgrades delivery decision and discuss primary power BCE and industrial capacity purchase analysis. The following is a summary of topics discussed and feedback provided at the meeting. Please see meeting materials for more information.

Meeting Summary
2019 Rate Increase Update
Nate Runyan, City of Nampa, explained that the City Council recently approved the increase to 2019 utility rates. This is the second year of a six-year rate increase plan that is necessary to help fund the WWTP upgrades. As the project progresses, there may be opportunities to lower the projected rate increases.

Phase II Upgrades Delivery Decision and Next Steps
Matt Gregg, Brown and Caldwell, provided an update on the City Council’s decision on the Phase II upgrades project packaging and delivery. Based on support provided by the DRC, the City Council voted to move forward with the packaging and delivery recommendation for Project Group F. The next step will be to conduct a market survey to derive the local interest and capacity to bid on this project. This survey will help the project team ensure they have addressed all significant considerations from a contracting perspective. After the survey is complete, a Request for Qualifications will be issued on September 30th followed by a Request for Proposals in January 2020.

Questions included:
1) Does the City Council need to approve the choice of contractors?
2) How much of a role with the DRC play in firm selection?

Primary Power BCE
Matt Gregg provided an overview of the Primary Power BCE. The City does not currently own its primary power infrastructure. With the Phase II upgrades, the power demands to run the WWTP will grow, increasing the cost of electricity. Thus, several power generation options were analyzed including continuing to rent power from Idaho Power to purchasing the primary power infrastructure. At this point, the project team recommends that the City begin negotiations with Idaho Power to purchase the primary power infrastructure and evaluate the decision once a sale price is established. For more information, please refer to DRC Briefing #23.
DRC members stated that based on the information provided, purchasing the primary power infrastructure makes sense, though it would be better if the costs could be spread out over time in order to lessen the burden on the tax payer.

Questions included:
1) Is there redundancy in any of the options being analyzed?
2) Are purchase costs paid upfront or amortized?
3) Is solar and other options to reduce environmental footprint being considered?
4) Does energy recovery factor into this decision?
5) Are there any concerns with aging equipment?
6) Will these be diesel generators?

**Industrial Capacity Purchase Analysis**
Matt Gregg reviewed the industrial capacity purchase analysis that has been previously discussed with the DRC. The question to be determined is whether the City should pursue purchasing unused industrial capacity to reduce the capital costs of Phase II upgrades. The project team reviewed the reduction in capacity that would need to be achieved to reduce overall capital expenditures. Because these needs would likely constrain future industrial growth, the project team recommends that the City not pursue purchase of industrial capacity. For more information, please refer to DRC Briefing #24.

DRC members discussed the types of considerations taken by industrial users to determine if they should pay for potential unused capacity or invest in onsite treatment. Several members stated they would like to review the analysis more closely before making a recommendation. There was agreement that the City needed to support future industrial growth. The project team will circle back with the DRC on this particular recommendation.

Questions included:
1) Where does the industrial capacity requirement orginate from?
2) Is this a typical process for other cities?
3) Do we have agreements with Simplot to buy back unused capacity?
4) What changes in flow have we seen in the last few years?

**Next Steps**
- The next DRC meeting will be Thursday, August 15, 2019, from 7-9 a.m. at the Nampa Public Library.
- Topics to discuss include:
  - Resource recovery analysis
  - Cost updates
  - Risk updates
  - Design updates.
Chairman McGrath called the meeting to order at 6:45 p.m.

Approval of Minutes: Garner motioned and Kehoe seconded to approve the Minutes of the June 11, 2019 Planning and Zoning Commission meeting. Motion carried.

Report on Council Actions. No City Council representatives present to report on City Council actions.

Chairman McGrath proceeded to the business item on the agenda.

Business Item No. 1:
Subdivision Final Plat Approval for 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), within the RS-8.5 (Single Family Residential – 8,500 sq ft minimum lot size zoning district, for Kent Brown representing Trilogy Idaho. (SPF-00089-2019). ACTION ITEM.

Senior Planner Watkins:
- The Preliminary Plat, stated Watkins, comprised 409 buildable lots and 31 common lots on 136.27 acres, platted over four parcels of land in the RS-8.5 zoning district, on Alma Ln
- Watkins noted the correspondence received regarding the Final Plat, and some fairly extensive corrections, as listed in the Staff Report.
- The proposed Final Plat for New York Landing Subdivision No. 1, continued Watkins, substantially conforms, within acceptable limits, to the approved Preliminary Plat for New York Landing Subdivision, and complies with the relevant RS-8.5 Zoning Codes, and the City of Nampa Subdivision standards pertaining to the proposed development, even with the recommended corrections.
- Staff recommends the New York Landing Subdivision No. 1 be approved, contingent upon the various Conditions of Approval as listed.
- Kirkman inquired where the drainage would go for the storm water run-off. Watkins advised the storm water would have to be retained on-site.
- Kirkman stated he lived near a new subdivision and there were two storm water retention ponds and one of them backed up all the time, with standing water, and sometimes flooded the streets in the neighborhood.
• **Badger** stated there was a lot of rock in that area and issues with the permeability of the soils. The City works through those issues with the developers to get those problems addressed prior to the one-year warranty period expiring.

• **Garner** inquired if the applicant was aware of the conditions on the plat and **Watkins** stated they were aware as the memos and the red lines for the construction drawings had been forwarded to them.

Miller motioned and Garner seconded to recommend approval of the New York Landing Subdivision No. 1 Final Plat to City Council for approval, subject to:

1. Comply with all City department/division or outside agency requirements pertinent to this matter. This is to include any extant but applicable conditions from prior approvals for this subdivision as iterated in correspondence on file with the City pertaining to the approved preliminary plat of/for New York Landing Subdivision; and,

2. Correct lot width for Lot 2, Block 3, as it does not meet the required 70’ (foot) lot width at the 20’ (foot) setback mark; and,

3. Comply with the MOU: General Cooperation of Planning and Zoning, Annexation, Development and Maintenance Activities development agreement that was signed by NHD #1 on 11-29-16; and,

4. Submit for a license agreement for the proposed encroachment of the Nampa Meridian Irrigation District (NMID) easement through the NMID office; and,

5. Comply with the items listed in the Boise Project Board of Controls Letter, as follows:
   a. A 25’ easement shall be recognized for operation & maintenance of the irrigation facility; and,
   b. Landscaping within the easement will not be approved and the easement must remain flat and drivable; and,
   c. Fencing and/or pathways must be constructed just off the canal easement; and,
   d. Non-Boise Project facilities must be outside the canal easement; and,
   e. Any crossing agreements shall be applied for through the Bureau of Reclamation and Boise Project Board of Controls, only after these agreements are complete can construction begin and must be conducted during the non-irrigation season; and,
   f. Storm Drainage and/or Street Runoff must be retained on-site; and,
   g. Local irrigation/drainage ditches that cross the property, serving neighboring properties, must remain unobstructed and protected by an appropriate easement; and,
   h. Please provide a copy of the irrigation and drainage plans to this Boise Project office; and,
   i. Wording on the preliminary plat and final recorded plat needs to state that any proposed and/or future usage of the Boise Project Board of Controls facilities are subject to Idaho Statutes Title 42-1209; and,

6. Make corrections to street names as listed in the Nampa GIS letter, as follows:
   a. E Syracuse Dr should be E Syracuse St
   b. E Alma Ln should be Alma Ln; and,

7. Address Engineering Department Conditions and final plat comments as listed:
   a. Developer shall provide an updated Traffic Impact Study (TIS) reflecting the correct number of total units as 409. The Developer shall be responsible to address any additional mitigation that may be identified by the updated TIS.
   b. Developer shall provide documentation of NMID and BPBC approval of improvements to their facilities and any work within their easements prior to construction drawing approval. Provide copies of executed license agreements prior to Final Plat signature.
   c. Developer shall provide documentation of Nampa Highway District (NHD) approval of Alma Lane work within their jurisdiction prior to construction drawing approval. Developer is responsible to obtain all necessary encroachment permits from NHD for work within their right-of-way.
   d. Developer shall widen Alma Lane to Southside Blvd to a minimum width of 24’ to allow for two-way traffic. Pavement widening may be a temporary patch with Phase 1 if the Developer agrees to perform full width rebuild of Alma Lane to a 26’ width for the frontage with each subsequent project phase. Developer shall provide a Letter of
Understanding to the City of Nampa Engineering Division stating their understanding and agreement with this condition prior to Final Plat signature.

e. The current Phase 1 water system design will not provide adequate pressure to accommodate 1,500-gpm of fire flow. The design shall be modified to either (1) increase the Jamestown Dr and Yankees Way water main size to 12”, or (2) extend 12” water main in Alma Lane to Southside Blvd as part of Phase 1.

f. Developer shall provide clarification on how Lot 2, Block 1 will be accessed prior to Final Plat signature. As currently planned, there is insufficient street frontage, and an access easement may be necessary from the existing parcel to the south.

g. Submit the “Offsite Utility Plans” to the Nampa Engineering Division for review prior to Phase 1 construction drawing approval.

h. Developer’s Engineer shall address all Construction Drawing and Drainage Report comments identified in the “New York Landing Subdivision #1 – Construction Drawings & Final Plat – 1st Review” letter from the Nampa Engineering Division, dated 6/17/2019 prior to construction drawing approval.

i. Developer shall provide legal descriptions and exhibits for offsite public utility easements associated with the offsite public pressure irrigation and domestic water mains needed for the project to the Nampa Engineering Division for recording purposes prior to Final Plat signature.

j. The Developer and their Engineer and Contractor shall adhere to the “Construction Duty and Responsibility Policy”, Section 108 of the 2017 City of Nampa Engineering Development Process and Policy Manual, during the construction process. The Developer shall also sign the City of Nampa Subdivision Improvement Agreement and submit to the Nampa Engineering Division prior to start of construction.

Engineering Department Final Plat Comments:

a. Reflect Alma Lane 40’ right-of-way as existing. It was already created via separate instrument.

b. Add Lot 20, Block 4 to Note 6 as a common lot.

c. Verify subdivision legal description against the plat. There appear to be some minor discrepancies.

d. Reflect any and all existing/new NMID easements on the plat for Ramsey Drain and/or Hocktitler Lateral as appropriate; and,

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

Motion carried.

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

Public Hearing No. 1:

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,

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, located in the SE ¼ Section 10 T3N R2W BM, at 0, 0, and 1414 E Karcher Rd and 0 N Franklin Blvd – CUP-00139-2019), all for Dean Anderson. (ANN-00122-2019 and ZMA-00107-2019).

ACTION ITEMS

Chairman McGrath proceeded to public hearing.

Dean Anderson of 1285 E Ionia, Meridian – the applicant:

• Mr Anderson explained he wanted to build some luxury apartments on the northwest corner of E Karcher Rd and N Franklin Blvd.
Mr Anderson referred to some pictures of a previous project, Orchard Loft Apartments, and stated the proposed apartments at Karcher Rd and N Franklin Rd would be very similar.

According to Mr Anderson, he was proposing luxury apartments for the subject property.

There would be five buildings, with 18 living units per building. Mr Anderson advised they had purchased a piece of land to the west on Karcher Rd, so there would be access both on to E Karcher Rd and Franklin Blvd.

In a couple of years, continued Mr Anderson, the City of Nampa would be constructing a roundabout at the intersection of E Karcher Rd and N Franklin Blvd - already approved by the City. That roundabout, considered Mr Anderson, would greatly help the traffic flow.

Chairman McGrath inquired if Mr Anderson was aware of the questions regarding ingress and egress from the neighboring property owner to the west, the Skaug Law Offices.

Mr Anderson stated he had discussed that issue with Mr Skaug, and added that with fencing and directional signage that problem could be solved.

Kehoe questioned what type of fencing was proposed, and Mr Anderson advised they were suggesting wrought iron fencing for the subject property, unless Mr Skaug preferred a solid type of fencing.

Principal Planner Ashby:

Ashby indicated a map illustrating the parcels requesting annexation and BC zoning and pointed out the land the City had previously purchased for the future roundabout.

Ashby noted the property already inside the City limits with AG (Agriculture) zoning requesting rezoning to BC

The requested Conditional Use Permit, if approved, added Ashby, would then allow apartments on the annexed and parcels rezoned to BC.

The narrow right-of-way parcel on the west, included in the annexation request, would allow access to E Karcher Rd, but would not be wide enough for two-way traffic. It appeared the applicant was proposing to widen that out to a minimum of 20 ft of driveway, enabling egress from the property.

The applicant has submitted a concept drawing, continued Ashby, and the Engineering Division is in agreement with the proposed access shown on the plan.

Ashby referred to the Nampa Comprehensive Plan Future Land Use map and noted the subject parcels were shown as General Commercial as well as Light Industrial and as the boundaries of those Comprehensive Plan designations were intended to be flexible, it would be appropriate to extend the General Commercial to the remainder of the subject parcels, thereby qualifying the requested BC zoning.

The Conditional Use Permit application was required, noted Ashby, for the proposed multi-family residential development in the BC zone.

Ashby reviewed the surrounding land uses, the Staff Report, and recommended conditions of approval.

The comments from COMPASS, advised Ashby, referred to their long range transportation plan, estimated populations, and needs for transportation in the area.

The comments from the Idaho Transportation Dept, continued Ashby, suggested the current project underway to widen I-84 in the area may alleviate some of the traffic concerns.

The City of Nampa Engineering Division memorandum, dated June 6, 2019, authored by Jim Brooks, had several conditions of approval: at time of development of the site, the developer shall extend all public utilities to and through the site; abandonment of any existing well or septic systems will be accomplished under the guidelines of the Idaho Dept of Water Resources, the Southwest District Health Department; and certifications forwarded to the City of Nampa Engineering Division.

The Nampa & Meridian Irrigation District had no comment, added Ashby.

Ashby referred to the letter from Bruce Skaug, of Skaug Law, stating he was not opposed to the project but expressed concerns about access for their shared driveway.

Kehoe noted the odd shape of the subject parcels for the proposed multi-family project.

Ashby responded to a question from Kehoe regarding the proposed roundabout and noted a portion of right-of-way on the west side of N Franklin Blvd that should be included in the annexation.

Kirkman inquired about the access/right-of-way to the Skaug property and Ashby advised it was not a City right-of-way, and was in fact, a common driveway with an agreement between each property owner to use for a common drive and would not be maintained by the City.
• In response to a question from Kirkman, Badger advised there was a grant to install the future roundabout, with construction slated for 2021 and considered the proposed multi-family project would probably not be finished before the roundabout, therefore, there would be no improvements to the intersection at this time.

• Garner inquired if there would be ingress and egress from N Franklin Blvd and Badger stated N Franklin Blvd would provide both ingress and egress.

• Chairman McGrath noted the proposed apartments would be marketed as luxury apartments and questioned how that would help the affordable housing crisis in the area, and Ashby considered the overall market demand was high, therefore, as the luxury apartments fill up that would open up more available apartments.

Chairman McGrath proceeded to public testimony.

Steven R Buckley of 1206 E Karcher Rd, Nampa – Opposed:
• Mr Buckley stated he had talked to the adjacent property owner, Bruce Skaug a few days ago.

• Mr Buckley voiced concern and inquired if there would be three apartment buildings up next to his fence, looking down on his property.

• Mr Buckley requested the applicants be required to put up some kind of tall retaining wall, that would be more appropriate than just a fence.

• According to Mr Buckley, he had water rights coming across the north of the proposed project from N Franklin Blvd to his property, and then underground to Fall Creek, and requested preservation of the access to irrigation. In response to a question from Chairman McGrath, Mr Buckley stated at the present time the irrigation water was just an open ditch.

• Mr Buckley noted the traffic down N Franklin Blvd was horrendous and questioned if the roundabout would alleviate the problem.

• Two-story apartment buildings next to his property, suggested Mr Buckley, would be more appropriate than three-story.

• Chairman McGrath discussed possibly moving buildings around, or changing the layout in order to alleviate some concerns for the neighbors, especially Building No. 5.

Carey Mitchell, 7952 Arlington Dr, Nampa – opposed:
• Ms Mitchell stated her home was located in the Milliken Heights Subdivision, to the northeast of the subject properties.

• According to Ms Mitchell, she was thankful that something was going to be done for the properties on the northwest corner of N Franklin Blvd and E Karcher Rd.

• However, added Ms Mitchell, her concern was the impact on the roads, and noted almost every other week a semi-truck knocked out the stop sign.

• With 90 apartments, suggested Ms Mitchell, there would probably be 180 additional drivers in the area on to two roads that cannot handle much more traffic.

• An additional concern, stated Ms Mitchell, would be the roundabout, because the intersection was already over-run with traffic coming from Hwy 20-26 to I-84 and the heavy traffic from the industrial sites along both sides of Karcher Rd.

• The walkways and bicycle routes, noted Ms Mitchell, were not there and children from the Milliken Heights Subdivision were running across the road all the time and suggested there should be a permanent solution with a traffic light for both traffic and pedestrians.

Bruce Mitchell of 7952 Arlington Dr, Nampa – opposed but did not wish to speak.

Dean Anderson:
• Chairman McGrath inquired about the proposed buildings that would be very close to Mr Buckley’s property line.

• Mr Anderson advised the proposed garages were now eliminated from the plans, which would open up the area and give more room for amenities for the project. However, they would like to keep the apartment buildings as currently proposed to maintain the flow.
• McGrath noted the issue of an adjacent property owner that would now have a three story apartment building on their east property line, and suggested the applicant have as minimal impact as possible on the neighboring properties.

• In response to the comment from Garner regarding a sound barrier that would be more substantial than a wrought iron fence, Mr Anderson agreed a solid fence of some type, or giant stones with big trees as a buffer would be included on the property. Additionally, stated Mr Anderson, they might be able to shift Building No. 5 closer to N Franklin Blvd.

• Mr Anderson stated they could not touch anyone’s water rights, and there was also the possibility of getting pressurized irrigation to the neighboring property.

• In response to a question from Kehoe, Mr Anderson stated if they do not provide the garage buildings there would be covered carports for each apartment, and added they would be required to provide two off-street parking units per living unit.

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

• Kropp considered with eliminating the garages, shifting Building No. 5, and constructing a good fence at the back, it would be a good project.

• Kirkman suggested adding a condition regarding the C-U-P, to add a privacy fence on the east side of 1206 E Karcher Ave, at least 6 ft high.

• Ashby explained Code only allows a maximum height fence of 6 ft, however, trees, bushes and screening would be better than just a 6 ft fence.

Garner motioned and Kirkman seconded to recommend to City Council Annexation and BC zoning for .525 acres located in the SE ¼ Section 10 T3N R2W BM, Franklin Tracts Plot C at 0 N Franklin Blvd, for Dean Anderson (ANN-00122-2019) subject to listed conditions:
Motion carried.

Kirkman motioned and Kropp seconded to recommend to City Council the Zoning Map Amendment from AG to BC 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, for Dean Anderson (ZMA-00107-2019) subject to listed conditions:
Motion carried.

Kirkman motioned and Kropp seconded to approve 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 located in the SE ¼ Section 10 T3N R2W BM at 0, 0, and 1414 E Karcher Rd and 0 N Franklin Rd, for Dean Anderson (CUP-00139-2019), subject to listed conditions:
Motion carried

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. At time of development of the site, the developer shall extend all public utilities to and through the site in accordance with current City Policy and Master Plans.

2. Abandonment of any existing domestic well or septic systems will be accomplished under the guidelines established by the overseeing agencies.

3. At time of development or redevelopment, with new impact fees in effect, frontage improvements required will include.
   a) Sidewalk
   b) Landscaping as required
   c) Storm drainage
d) Access and pavement widening and striping as needed to provide safe access to site relative to the future roundabout subject to Nampa Street Division approval.

4. If the 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.

5. Install a six-foot tall fence between the Skaug Law property and the development, as well as a four-foot tall fence along parts of the joint private driveway, and as clarified by the applicant.

6. Compliance with all conditions clarified by Nampa Engineering Division staff for access to public right-of-way and as shown on the Concept layout for the development.

7. Install a six-foot tall privacy fence, and make a good faith attempt to provide additional materials (e.g. landscaping, berm, etc) to create a screen between the development and 1206 E Karcher Rd.

Motion carried.

Public Hearing No. 2:
Conditional Use Permit for an Upscale Recreational Vehicle Park – 178 spaces on 11.374 acres, or 511,394 sq ft, located in a portion of the SE ¼ of Section 16 T3N R2W BM, in an IL (Industrial Park) zoning district at Northside Blvd and Shannon Dr, for Jay Walker, representing Royal Pro-C Equities (CUP-00140-2019). ACTION ITEM.

Chairman McGrath proceeded to public hearing.

Jay Walker of All Terra Consulting, of 849 E State St, Ste 104, Eagle – representing Royal Pro-C Equities:

- Mr Walker stated the applicants were seeking a Conditional Use Permit for Parcel R13034013C0, located southwest of N Broadmore Way, near the corner of 4th St N and N Broadmore Way, just west of Northside Blvd, for an approximate 178 space/pad recreational vehicle resort.
- The application, continued Mr Walker, would be consistent with the existing Light Industrial zoning on the property.
- Mr Walker explained the parcel had previously been part of the private Broadmore Golf Course acreage and has been vacant and available for development.
- The Comprehensive Plan Future Land Use Map designates the acreage as IL (Light Industrial) and a Conditional use Permit for an RV Park would be appropriate for the IL zone.
- Mr Walker indicated a Development Agreement including the subject property, signed December of 2017 with the City of Nampa.
- According to Mr Walker a Memorandum of Understanding had been signed in May, to include the minor split available to the property, as well as connection to a sewer manhole with sufficient depth to serve, from the northwest corner of the subject property.
- The surrounding zoning, continued Mr Walker, was Light Industrial to the north, with flex warehouses, the Idaho Arts Charter School, a church and the Maverick gas station. To the south, was Root Rents and Nampa Street Division, the Fire Station practice ground located to the west, as well as Nampa Street Division. On the east side, added Mr Walker, a professional office was located within a BC zoning district, and BC zoning between N Broadmore Way and Northside Blvd.
- Mr Walker stated he had been in communication with surrounding property owners regarding the proposed RV Park.
- A topo map, stated Mr Walker had recently been completed indicating legal descriptions of some of the partitioned parcels, the quit claim deeded ground to the City of Nampa, existing utilities on the perimeter, tree and vegetation locations throughout the property, bridges and pathways.
- According to Mr Walker, a Traffic Study had also been completed.
- Additionally, a GeoTech Soils Report and Water Monitoring Review has also been completed, stated Mr Walker.
- Mr Walker referred to the Flood Study done for the subject property and reported that information had been included in the RV Park design.
- Mr Walker discussed the City water, sewer, and pressurized irrigation utilities available to the site.
Mr Walker indicated the site plan showing the 178 RV spaces, the existing vegetation on the perimeter, the natural barrier of Indian Creek, and other locations where existing trees are located on the property.

The RV Park, continued Mr Walker, would be upscale in many ways: limiting the park to newer RVs/Vehicles and the need to meet some criteria; security on the perimeter – gated at the southeast corner; and, providing both natural and installed amenities.

Mr Walker emphasized the RV Park would incorporate the many mature trees throughout the property to beautify and fill in the old golf course areas, maintaining an open feel.

Indian Creek, running along the north and east boundary of the subject property, added Mr Walker, provides a natural buffer and secure feel, separating some of the commercial and heavier industrial uses to the north.

There would be a secure perimeter fence including a wrought iron fence along N Broadmore Way and the northern boundary bordering Indian Creek, and then a 6 ft privacy fence on the west and south, and an 8 ft wrought iron fence.

The office check-in would be on the southeast corner of the property, along with office, clubhouse, registration office and sales office, with room for waiting RVs.

Mr Walker noted the proposed spaces would accommodate some of the newer models of RVs up to 22 ft x 87.5 ft. The RV pads would all be concrete pads, with the private roads and circulation routes being asphalt with ribbon curbing and on one side a valley gutter ribbon curb to convey and collect storm water.

Amenities would include picnic table areas, landscape strip areas, bocce ball, basketball and volleyball courts, picnic shelter, with a possibility of a pool, pull through and backing spaces, and connectivity and walking paths that tie into the 12 ft regional pathway to the north.

The center drive aisle would be two-way, stated Mr Walker, but all other interior roadways would go in a clockwise fashion.

Mr Walker discussed the public and private sewer lines, water lines, pressurized irrigation.

According to Mr Walker, the proposed RV Park would provide infill on a vacant parcel within City limits, and improve the deteriorating old golf course area, capitalizing on existing trees, grass and the open feel land.

Kehoe inquired the average length of stay for RVs and Mr Walker replied the spaces in the flood plain would be limited to 90 days but the Ordinance states 180 days for the regular RV pads. Mr Walker stated they do not have any information on average length of stay.

Kehoe questioned the location of the three access points for the RV Park. Mr Walker replied there would be signalized access off Shannon Dr; off N Broadmore Ave; the 4th St N access – with a City signal in the near future; and the right-in and right-out scenario at 1st St N.

In response to a question from Kirkman, Mr Walker stated the pathway would be inside their landscape berm area and would only be available to the RV Park residents, and that pathway would connect via a gate on the northwest side to the 12 ft regional pathway.

Planning Director Holm:

Holm indicated the 11.74 acre site and the request for a Conditional Use Permit for an RV Park.

Holm advised the RV Park would also be required to go through a Preliminary Site Plan Approval and a Final Site Plan Approval, as a Business Item.

The RV Park Ordinance, continued Holm, sets forth the specific design standards.

An RV Park, added Holm, was allowed as a Conditional Use in the Light Industrial zoning district.

Water, sewer and pressurized irrigation, added Holm, are available to the site, and access to the property would be from N Broadmore Way on the east, as well as access from the north.

Holm reviewed the Staff Report, recommended conditions of approval and Engineering requirements.

Approval of the Conditional Use Permit application, noted Holm, would be for the life of the RV Park.

The Engineering Division requirements included the limitation of siting vehicles in the floodplain area to be moved every 90 days;

Additionally, the Engineering Division will require that vehicles within the floodplain shall be tied down or anchored as necessary in accordance with FEMA regulations. The Final Site Plan approval would determine how many lots are located within the floodplain.

According to City Code, stated Holm, the limit for an RV staying in an RV Park would be 180 days.

Holm noted the amenities listed by the applicant could be listed as conditions on the C-U-P permit.
In response to a question from Kehoe, Badger stated that similar to when the Idaho Arts Charter School, and the Church to the north, the Wastewater Plan was pre-existing within a Heavy Industrial zone which allows for that type of use, and legal council did not have any concerns the City would be liable regarding the continued operation of the Wastewater Plant.

Chairman McGrath inquired about the sharp turns going north and south from the subject property.

Badger explained when the property between Indian Creek and the new portion of Broadmore Way develops, they will be required to finish out the curb, gutter and sidewalk along there and the radius on the curve will improve.

Regarding the 4th St N access, Badger noted the City was actively seeking funding through Grant applications and potential negotiations with ITD on swaps for funding of the signal and bridge improvements that would include improvements to that section of 4th St N and the bridge there. The bridge was narrow, added Badger and typically there would be only one vehicle at a time proceeding, but the amount of traffic on N Broadmore Way would not be heavy.

The intersection of 1st St N and Northside Blvd at the base of the overpass, continued Badger, was a difficult movement for the large City vehicles coming out of the Wastewater Plant and the Street Yard, so the City was actively pursuing funding options to improve that intersection. The 1st St N area will ultimately be a right-in right-out, and the signal at 4th St N would be the main entrance into the subject property.

Chairman McGrath proceeded to public testimony.

Danny Pruitt of 690 W Pickford St, Meridian, was in favor but did not wish to speak.

Roy Young of 168 W 400 N, Rupert, Id – in favor:
- Mr Young stated he and his wife were the major shareholders of Land View, Inc, a local company doing business in the area since 1991.
- Mr Young remembered the golf course and the big trees.
- According to Mr Young, they have been into the project for over 3 years and want to make sure it is a great project that would be an asset to the community, and the gateway into the City of Nampa would be done the right way.

Leah Walker of 11324 Purple Sage, Middleton – in favor but did not wish to speak.
Lupe Young of 168 W 400 N, Rupert, Id – in favor but did not wish to speak.

John Carpenter of 332 N Broadmore Way, Nampa.
- Mr Carpenter stated he owns the office building on the south side of 4th St N, on the east side of Broadmore Way.
- According to Mr Carpenter, he built the office in 2006 and stated there was an engineering company and some attorneys in the building.
- Mr Carpenter stated he had been working with Jay Walker, and had a suggested list of conditions of approval regarding the proposed RV Park.
- A traffic signal at 4th St N, stated Mr Carpenter, would be fantastic, and noted it was almost impossible to go north at the present time.
- Mr Carpenter stated he had submitted a letter of opposition to Norm Holm, that was a part of the Staff Report.
- Subsequent to that letter, stated Mr Carpenter, he had reviewed the project with Jay Walker and had a list of proposed conditions for the project: The maximum number of spaces to be 178; Construction to be completed in a timely manner – 2 years; Break up the RV pads and asphalt areas with some trees; Mature (trees) along perimeter to be preserved – along west and south boundary; Access to Broadmore will be located at the southern end of the project; Business Management Plan shall be approved; Signage will be limited to south end of project; All RV spaces shall be hard surface (asphalt or concrete); All RV spaces shall have greenscape between the units; Berm along N Broadmore Way shall be a minimum of 4 ft tall with maximum slopes of 3:1; Landscaping along Broadmore shall be as shown on plan and shifted if Idaho Power does not allow the trees under the power lines – Amenities to be in accordance with list presented June 24, 2019 via e-mail from Jay Walker to John Carpenter; The area within the floodway to be landscaped.
open space in the event FEMA does not allow RVs in the Floodway – any lost spaces shall not be added back into the project.

- **Garner** inquired if Mr Carpenter was still opposed to the project and **Mr Carpenter** suggested it was an odd project within the IL zoning district. Redevelopment, added Mr Carpenter, was starting to occur on Northside Blvd and he would like to see the City put a lot of thought into that corridor.
- If the applicant and the City, added Mr Carpenter were in agreement with his proposed conditions, then he would not be opposed.

**Jay Walker:**

- Mr Walker stated he had a couple of meetings with John Carpenter and appreciated his interest in the project and desire to make the area an upscale area.
- Mr Walker stated he was fine with the suggestions Mr Carpenter had made.
- Mr Walker noted the area north of Indian Creek, to the west was not included in the application. The boundary of the RV Park on the north, was Indian Creek.
- According to Mr Walker, they were trying to maintain all the healthy trees on the property and would not know until an arborist could inspect the trees, which trees are healthy, and will do their best to maintain those shade trees.
- Mr Walker suggested if a couple of the bridges on the property were removed, both for security and because they were not safe, that would greatly reduce the floodway and added they would be working carefully with the Engineering Division.

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

- **Kehoe** considered the proposal would be a good project in a good location and was definitely in favor.
- **Kirkman** stated he was not opposed to an RV Park, but did not think the RV Park would be appropriate in the gateway location into the City and would not enhance the surrounding area and Northside Blvd gateway.
- **Garner** inquired how the City would ensure that what was indicated with the pictures and presentation would actually happen, and the corridor would be protected.
- **Miller** stated his main worry was what would happen if the economy started to slide. Miller considered a Business Management Plan would be necessary.
- Discussion followed regarding how the RV Park would be regulated regarding length of stay, etc.
- Holm explained that if the RV Park was violating the conditions of approval in terms of what was provided and what was agreed upon, then the CUP could be revoked via public hearing before the Planning Commission.

**Kehoe motioned and Miller seconded to approve the Conditional Use Permit for the 178 space Recreational Vehicle Park on 11.74 acres or 511,394 sq ft located in a portion of the SE ¼ of Section 16 T3N R2W BM, on the west side of N Broadmore Way, south of Indian Creek, west of Northside Blvd, in an IL zoning district for Jay Walker, representing Royal Pro-C Equities (CUP-00140-2019), subject to:**

1. All requirements of the Nampa Fire and Building departments regarding Recreational Vehicle Park use shall be satisfied.
2. The Conditional Use Permit is issued for the life of the Recreational Vehicle Park.
3. The Park shall be designed, approved and developed in accordance with the provisions of Chapter 32 - Recreational Vehicle Parks, including the submittal and approval of both Preliminary and Final Site Plans.
4. Recreation vehicles that will be sited within the floodplain shall be moved every 90-days.
5. Recreation vehicles within the floodplain shall be tied down or anchored as necessary in accordance with FEMA regulations.
6. The owners/developers shall comply with all FEMA conditions.
7. The Park shall have a maximum number of 178 spaces (average size of 22’ x 75’) ranging in sizes to accommodate users of different types.
8. Greenspace within the Park shall capitalize on the existing trees, pathway, foot bridges, Indian Creek and the amenities remaining from the Broadmore Golf Course. Existing grass and landscaped tree areas shall be upgraded and maintained with pressure irrigation to all greenspace.
9. At minimum of 10 existing healthy mature trees shall be preserved within the center of the Park, and other existing healthy mature trees along the west and south boundary of the Park shall also be preserved to maintain the open feel of the former golf course.

10. Landscaping along N. Broadmore Way shall be as shown on the approved final site plan and may be shifted if Idaho Power does not allow the trees under the power lines.

11. The Park shall complete and provide connectivity for Nampa’s regional pathway for pedestrians and cyclists.

12. A minimum of a 4’ high landscape berm with a maximum slope of 3:1 shall be constructed along N. Broadmore Way.

13. Greenspace shall be provided between all spaces within the Park.

14. Access to the Park from N. Broadmore Way shall be placed at the south edge of Park.

15. Construction shall substantially comply with the city approved final site plan.

16. Construction shall be completed within 2 years of final site plan approval.

17. On-premise signage shall be limited to south end of the Park.

18. All spaces within the Park shall be hard surfaced (asphalt or concrete).

19. That area of the Park within the floodway shall be landscaped, irrigated open space if FEMA does not allow recreational vehicles in the Floodway. Any lost spaces shall not be added back into the Park.

20. Amenities in the Park shall be in accordance with that list presented as follows: The Clubhouse and Office shall include check in, office, and reception area, restrooms and changing rooms, laundry, mail room, lounge and gathering area, game room, snack and kitchenette, and exercise area. The Picnic Shelter shall include barbecue grills, tables-benches, concrete pad, GFI-water connections. The Dog Park shall be fenced. The Sports Courts shall include volleyball, bocce ball, and basketball.

21. Safety in the Park shall be achieved, and security provided by perimeter landscape buffers, and other barriers, including a combination of 6’ privacy vinyl and wrought iron fencing.

22. The Park owner shall submit a Business Management Plan to the Planning and Zoning Department prior to final site plan approval. The plan shall include a statement of the age of Recreational Vehicles that are to be allowed within the Park.

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

Public Hearing No. 3:
Annexation and Zoning to IL (Light Industrial) at 16261, 16285 and 16317 N Madison Road 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)

Chairman McGrath proceeded to public hearing.

Kent Brown of 3161 E Springwood Dr, Meridian – representing the applicant:
• Mr Brown explained his clients own all the surrounding ground and have purchased the three subject lots that are currently outside Nampa City limits. All the surrounding properties, added Mr Brown were inside City limits and zoned Light Industrial and the applicants would like to annex the three properties and move forward with Light Industrial type uses.
• Kehoe inquired about the piece of property on the corner of Birch and Madison and Ashby stated that it was an enclaved parcel of land.

Principal Planner Ashby:
• The application, stated Ashby, was for Annexation and Light Industrial zoning for the three parcels, comprising 4.02 acres, to allow for industrial development in Nampa.
• All the surrounding properties, continued Ashby, were inside City limits and zoned Light Industrial, under the same ownership.
• Ashley advised the parcels were intended to be part of a larger industrial development in the future.
• The Comprehensive Plan Future Land Use map indicates the properties as Light Industrial.
• Ashby explained the current use of the land was farmland, except to the east side where the Go Go Squeeze facility was located.
• City utilities are in the area with a water line in Madison Rd, and the sewer and irrigation lines in Birch Ln.
• The current access to the three parcels was off Madison Rd, added Ashby.
• Ashby reviewed the Staff Report and recommended conditions of approval.
• Ashby reviewed the Engineering Division memorandum regarding the application, dated June 11, 2019, authored by Caleb LaClair.

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

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

Miller motioned and Garner seconded to recommend to City Council Annexation and IL zoning for the three parcels addressed as 16261, 16285 and 16317 N Madison Road, located on 4.02 acres, for Adler Industrial, LLC, represented by Kent Brown, 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 this request (e.g., Nampa Fire, Building, Planning and Zoning and Engineering Departments/Divisions) as the entitlement(s) granted by virtue of the City’s approvals of the requested annexation and zoning assignment do not, and shall not have, the effect of abrogating requirements from those departments/agencies in connection with entitlement of the Property; and,

Specifically:
1. 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.
2. Abandonment of any existing domestic well or septic systems will be accomplished under the guidelines established by the overseeing agencies.
3. At time of development or redevelopment, with new impact fees in effect, frontage improvements required will include:
   a. Sidewalk
   b. Landscaping as required
   c. Storm drainage
   d. Access and pavement widening and striping as needed to provide safe access to site relative to the future round about subject to Nampa Street Division approval.
4. If the 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.
5. Install a six-foot tall fence between the Skaug Law property and the development, as well as a four-foot tall fence along parts of the joint private driveway, and as clarified by the applicant.
6. Comply with all conditions clarified by Nampa Engineering Division staff for access to public right-of-way and as shown on the concept layout for the development.
7. Install a six-foot tall privacy fence and make a good faith attempt to provide additional materials (e.g. landscaping, berm, etc.) to create a screen between the development and 1206 E Karcher Rd.

Public Hearing No. 4:
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 3 T2N R2W BM), for Gavin King (CMA-00046-2019) ACTION ITEM.

Chairman McGrath proceeded to public hearing.
Gavin King of 1625 Mustang Mesa Ave, Middleton, the applicant:
- Mr King stated he would be the developer of the subject parcel and his wife would be the architect.
- The property, added Mr King, was currently zoned Single Family Residential under Canyon County jurisdiction.
- Mr King advised he had requested a change of the Comprehensive Plan to permit higher density housing construction on the parcel, recognizing a shortfall in affordable housing not only in the rental market but in the ownership market.
- According to Mr King, they were hoping to put condo-fourplexes on the parcel.
- The logic behind the request, noted Mr King, was the surrounding areas to the west and north were zoned RML (Limited Multiple Family Residential), but were not adjacent to the subject property.
- RML zoning for the subject property, continued Mr King, would allow for more units in order to address the shortage of affordable housing.
- Mr King referred to the Comprehensive Plan Future Land Use Map, existing High Density residential zoning to the west, and a lack of High Density Residential developments in the immediate vicinity.
- Mr King stated they were requesting the Comprehensive Plan Amendment prior to requesting Annexation and RML zoning for the subject property.

Chairman McGrath noted two years ago there had been an application to annex the property with an RD zoning designation that was denied by the Planning Commission, and that would have been a lower density than what was currently being sought, and questioned why the Planning Commission would approve a higher density designation.

According to Mr King there was more demand for affordable housing at this time and it would make sense to request a higher density to help alleviate that shortage.

The rationale in 2017, continued Chairman McGrath, was based on compatibility.

Mr King noted the surrounding land uses, including townhomes to the west and apartments to the north.

In response to a question from Kirkman, Mr King stated they anticipated constructing 1100 sq ft condo units, with two beds and two baths, available for people with ADA requirements.

In response to a question from Garner, Mr King stated there would be four individual dwelling units in a two story structure, governed by an HOA, and each “air lot” would be an individual parcel with individual ownership.

Zandra King of 1625 Mustang Mesa Ave, Middleton – co-applicant:
- Ms King spoke to the previous application that was denied two years ago.
- At that time, the application was very conceptual because they were applying for annexation and RD zoning, similar to adjacent townhouse properties.
- Ms King indicated the current proposal four quadplexes, with ground level garage parking and noted how much green space would be in place on the current plan, which had not been shown on the plan two years ago.
- Additionally, the access drive had been modified to allow fire truck turnaround.
- Ms King thought the four-plex condo units would be more fitting with the neighborhood, and River Oaks Subdivision to the west.

Kehoe inquired about the lot lines between the parcels and Ms King stated there would be a lot line separating the two halves of a building, with two units on each side, a condo on the upper level and a condo on the lower level.

The garages, added Ms King, would have two spaces that are shared by the two condo owners, each condo owner, owning half of the double garage, with one 16 ft garage door. There would also be guest parking on either side of each building – making one covered spot in the garage and one uncovered spot outside.

Ms King considered RML zoning for the subject property would be appropriate, given the number of businesses along 12th Ave Rd to the west.

Senior Planner Critchfield:
• Critchfield advised the Planning Commission was only considering the Comprehensive Plan Amendment from Medium Density Residential allowing 4 to 9 units per acre, to High Density Residential allowing more than 9 units per acre.
• The subject property, stated Critchfield, was a Canyon County Parcel, with RD zoning to the south and west, with Canyon County land to the west, and RS-6 zoned properties to the north.
• In 2017, reported Critchfield, the previous application for Annexation and RD zoning was recommended for denial by the Planning Commission and then denied by City Council on June 5, 2017.
• According to Critchfield, three letters of opposition have been received from: Judith Nelson of 2313 River Oaks Ct, dated June 23, 2019; from Betty Ernest of 2319 River Oaks Ct, dated June 23, 2019 and, Jami Carbray representing the Townhomes at River Oaks Homeowners Association, dated June 20, 2019.
• Critchfield indicated the Comprehensive Plan Future Land Use Map, showing some High Density land to the west and to the north, adjacent to 12th Ave Rd, and Public and General Commercial land uses.
• The subject parcel, added Critchfield, was surrounded by Medium Density Residential Future Land Use Map designation, and the subject parcel also had a Medium Density Residential designation.
• The practice of the Planning and Zoning Commission and City Council has been to adhere to the principals and goals of the Comprehensive Plan being to create compatible land use settings.
• The River Oaks Subdivision, added Critchfield, was immediately to the west, and to the north was the Stoneridge Subdivision.
• Staff recommendation, stated Critchfield, would be to deny the request for High Density Residential designation on the Comprehensive Plan Future Land Use Map, due to incompatibility with adjacent future land use settings.
• Garner inquired if the layout diagram for the subject property illustrated by the applicant had been submitted to the Planning Department and discussed.
• Critchfield stated he had not worked with the applicant on the information submitted at tonight’s meeting.
• Mr King stated he had attended a pre-application meeting with different members of staff.

Chairman McGrath proceeded to public testimony.

Susan Saint of 2316 River Oaks Dr, Nampa – opposed:
• Ms Saint stated she did live in River Oaks Subdivision and was on the Homeowners’ Association Board.
• Ms Saint suggested the applicant was only applying for one strip of land (525 E Greenhurst) to be designated High Density Residential, but on either side would be Medium Density Residential properties.

Wynnette Shearn of 2314 River Oaks Dr, Nampa – opposed but did not wish to speak.

Margo Lootens of 2356 River Oaks Dr, Nampa – opposed:
• Ms Lootens read from her letter of opposition, stating she was a resident of the Townhomes of River Oaks Community and was aware of Mr King’s previous proposal before the City, denied in June of 2017.
• Ms Lootens, agreed the land should be developed, however, there were a lot of questions regarding the appropriateness of the proposed development in view of the surrounding neighborhood.
• Ms Lootens indicated questions regarding: If Mr King’s previous plan for medium density residential was of concern in 2017, then increased high density residential would add more concern to the small parcel of land. Ms Lootens noted the problems with graffiti and vandalism in the area.
• Ms Lootens stated the applicants had indicated a concept plan – and considered the housing would be too dense for the neighborhood, particularly when located on less than 3 acres of land.
• Ms Lootens also expressed concern regarding traffic congestion on Greenhurst Rd with the high density housing proposed.
• According to Ms Lootens, there were no sidewalks in a good share of that area and children were coming and going on Greenhurst, from middle school to high school age.
• Sunny Ridge Rd was controlled by a traffic light, as was 12th Ave Rd, and there was quite a bit of distance between the two lights. Trying to get out of River Oaks Townhomes was difficult, stated Ms Lootens, and adding a number of living units on to Greenhurst Rd would give cause for concern regarding safety.
• Ms Lootens noted the single family dwelling properties to the east of the subject property, to the north on E Greenhurst Rd and to the northeast.
• The River Oaks Townhomes, stated Ms Lootens, were townhomes, that were owner occupied.
• Ms Lootens noted the Bay Lateral irrigation ditch on the west side of the subject property and questioned if there would be runoff from the proposed lots into the Bay Lateral. **Chairman McGrath** noted that storm water runoff would need to be contained on site.
• According to Ms Lootens, she was in favor of the subject property being developed and better cared for, however, was opposed to the proposed concept plan as submitted today.

_Cynthia Weytens of 2373 River Oaks Dr, Nampa - opposed but did not wish to speak._
_James Weytens of 2373 River Oaks Dr, Nampa - opposed but did not wish to speak._

**Ron Cushing of 2341 River Oaks Dr, Nampa – opposed:**
• Mr Cushing concurred with the previous speakers in opposition to the requested Comprehensive Plan Amendment to High Density Residential.
• Mr Cushing voiced concern with the requested High Density Residential designation because no High Density Residential was located in the vicinity of the subject property.
• Mr Cushing reiterated comments regarding the high level of traffic on E Greenhurst Rd and noted it was extremely difficult to get out on to Greenhurst Rd from River Oaks Townhomes.

**Al Baran of 2364 River Oaks Dr, Nampa – opposed:**
• Mr Baran considered the layout of River Oaks Townhomes was planned well, landscaped well and maintained well.
• According to Mr Baran, it would be nice to see that flow continue on the subject property for compatibility in the area.

_Gavin King:_
• Mr King addressed the concerns brought up by previous speakers. Mr King agreed a single sidewalk had been constructed on the north side of Greenhurst Rd.
  
  As a condition of approval, Mr King was aware they would have to construct curb, gutter and sidewalk along the frontage of the subject property, which would increase the safety of the pedestrian traffic.
  
  Regarding the architectural flow and landscaping for the proposed development, stated Mr King, it would definitely add to the character and quality of the neighborhood and added the project would have a complete landscape architect designed plan to be submitted with the project.
  
  There would be no access to the greenbelt from the subject property, stated Mr King, and there would be no canal crossing. Mr King stated there were water rights for the property but it was anticipated the development would tie into the Nampa Pressurized Irrigation system.
  
  The storm water, as previously mentioned, stated Mr King, would be retained on site.

_Zandra King:_
• Ms King referred to the City of Nampa Zoning Map, and indicated the large RML zoning district that contained single family residential properties. The current land use plan, continued Ms King, does not service the major businesses on 12th Ave Rd and noted the small pocket of RML designated area to service the business area

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

• **Kehoe** stated he had served on the 2035 Comprehensive Plan Committee, and at that time the Plan was considered to be fluid and could be changed from time to time depending on what was best for the City. However, the intent was to avoid having pockets of different zoning throughout the City and a mismatch of zones.
  
  Kehoe stated the City should stick to the original plan and not change the parcel to High Density Residential or RML zoning.

• **Kirkman** concurred with Commissioner Kehoe and stated he understood all the businesses along 12th Ave Rd and Greenhurst, however, changing one little pocket to RML would not impact the Commercial.
Although there were currently pockets of different zoning, with the 2035 Comprehensive Plan the move was to get away from pockets of different zones.

- **Chairman McGrath** noted the Commission did not agree with Medium Density Residential was appropriate two years ago, so would a higher density be compatible now.

- **Kirkman** stated he appreciated the applicants coming back with a different design.

  Kehoe motioned and Miller seconded to recommend to City Council denial of the request to Amend the Comprehensive Plan Future Land Use Map from Medium Density to High Density Residential for 825 E Greenhurst Rd, for Gavin King.  
  Motion to recommend denial to City Council carried.

**Public Hearing No. 5:**
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 Lori R Monson (ZMA-00108-2019).

**Chairman McGrath** proceeded to public hearing.

**Loni R Monson of 223 Meadowbrook Dr, Nampa – the applicant:**
- Ms Monson stated they were requesting IL zoning because they were intending to construct a new building at 1504 Garrity Blvd.  
- The new structure will go right behind the existing building, stated Ms Monson, and then the existing building would be torn down.  
- According to Ms Monson they had not been aware their zoning was RML, and now they were requesting IL zoning in order to be consistent with the use on the property.

**Planning Director Holm:**
- Holm stated he was not aware of why the RML zoning had been placed on the subject property. The original building on the property, added Holm, had been the Nampa Armory.  
- Holm explained the Comprehensive Plan designation for the property was Parks, due to the fact it was part of the original Stampede Rodeo grounds, but next to an area designated as Light Industrial on the Comprehensive Plan Future Land Use map.

**Chairman McGrath** proceeded to public testimony.

**Rod Makinster of 1504 Garrity Blvd, Nampa – in favor but did not wish to speak.**

**Miller motioned and Kirkman seconded to close public hearing. Motion carried.**

  Miller motioned and Kehoe seconded to recommend to City Council approval of the Zoning Map Amendment from RML (Limited Multiple Family) to IL (Light Industrial) for a 2.38 acre parcel addressed as 1504 Garrity Blvd, for Loni R Monson.  
  Motion carried.

**Meeting adjourned at 10:10 p.m.**
The meeting was called to order at 5:30 pm by Chairman Aaron Bear

- **Members Present**: Aaron Bear, Mark Miller, Wayne Thiel, Jeff Towner
- **Members Absent**: Dr. David Beverly
- **Ex-Officio Members Present**: Monte Hasl, Airport Superintendent; Randy Haverfield, City Council Liaison; Douglas Waterman, City Attorney

**1-Administrative**
**Item 1-1 Action Item**: Approval of the minutes from the 05-13-19 meeting.

MOVED by Thiel to approve the minutes for the regular meeting of May 13, 2019 and seconded by Towner.

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

**Item 1-2**: Commissioner Reports: None

**Item 1-3**: Staff Report:
The Airport Superintendent noted; Airport Business Item 3-2 indicates transfer the reservation to Scott Powell. It should read add Scott Powell to the reservation.

Monte Hasl, Airport Superintendent, presented the following staff report:
- Open Units; Wait List; Fuel Report.
- Airfield Conditions; RWY/TWY & Apron in good shape; RWY/TWY lighting systems operating normally; PAPI operating normally, alignment checked/cleaned; AWOS operating normally.
- Hangar Construction Update; T-Craft –Complete; Blue Max Aviation – Commercial Lot, waiting on final City inspections to receive their Certificate of Occupancy.
- Miscellaneous; EAA Tri-Motor visit, May 13-20. The weather was poor, allowing one day of flying. The Tri-Motor was housed at the Warhawk Air Museum allowing Museum visitors an up close visit; Soliciting quotes for Terminal flooring replacement.
- Routine Maintenance – Weed spraying is ongoing, cracks are especially bad this year; Rodent/FOD (Foreign Object Debris) control on going; Airfield has been mowed.
- Planned events; Liberty Foundation B-17 ‘Ye Olde Pub’ / P-51 expected at the end of June; CAF B-17 ‘Sentimental Journey’ visit – August 5-12. CAF may be bringing a B-25 as well; Warhawk Air Museum Warbird Round-up – August 24/25.

Commissioner Miller asked about the dog who has been spotted on the field. Jon Ziessler, Airport Operations and Maintenance Technician, noted the chihuahua was spotted on Friday. The dog has not been spotted today. He has been unable to get within 100 yds of this dog. He will be setting his live trap up this week to try to catch this dog. This is not the same chihuahua from a few years ago.
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2-Airport Grant Update

Item 2-1: AIP-29 (Phase 2 Environmental Study for Purchase of Land in the Runway 11 RPZ) – Tom Lemenager, J-U-B Engineers, updated the Commission on the Planning for the Environmental Assessment (EA) for the Land Purchase in the Runway 11 RPZ (Runway Protection Zone) Project, Phase 2. Last week J-U-B had a conference call with the FAA. As a result of this meeting there is an addition to the Scope of Work (SOW). When the project was started J-U-B was unable to access the property. The FAA agreed to remove the demolition of the buildings from the EA at that time. Idaho SHPO (State Historic Preservation Office) has now indicated some of the buildings are potential historical resources. The age of these buildings has become a factor. The FAA Attorneys are concerned with the potential historical status of these buildings and the inability to access the property.

Now the FAA would like the building demolition to be included in the EA. J-U-B will now have to identify which structures are in the RPZ by exhibit. The EA report will need some updates to the project action, alternative references, hazardous materials, cultural resource sections. There will be consultation with SHIPO that will be coordinated with the FAA. A Memorandum of Agreement (MOA) between the City and SHIPO regarding the buildings will need to be signed.

This will delay the project another 30-45 days. J-U-B anticipates the EA to be completed by September 30, 2019. Regardless of the delay, the City wants to move forward with the land acquisition. J-U-B is putting together a SOW for the land acquisition. The SOW has been sent to the City for review.

Item 2-2: AIP-31 (Anticipated) (Construct Hangar Taxilanes and Taxiways) - Tom Lemenager, J-U-B Engineers updated the Commission on the Taxiway/Taxilane Extension Project. J-U-B had hoped to go to City Council on June 17th with the Notice of Award and FAA Grant Offer. The FAA is a bit behind on issuing grants. The FAA has also requested a letter from the Mayor requesting to amend the grant application with the updated construction cost. The engineers estimate on the application turned out to be a bit low. Construction is now estimated to begin at the end of July. The contractor is ok with the slight shift in the schedule.

Item 2-3: AIP-30 (Master Plan Update) – Rick Patton, T-O Engineers, updated the Commission on the 2018 Master Plan. Mr. Patton reported the land use planning meeting is scheduled for Thursday. Nampa Planning and Zoning, Airport staff, T-O and County representatives will work out a compatible land use plan to present at the next public meeting. The Master Plan drawings are 75% complete and the report is 80% complete. He hopes to have a draft master plan to present the Commission at the next meeting.

The Airport Layout Plan (ALP) will show a box over the area where the Warhawk wants to expand. The ALP will also identify the relocation of the effected hangars. Before the next public meeting there will be one more Commission meeting and a Technical Advisory Committee (TAC) meeting.

3-Airport Business

Item 3-1 Action Item: Revisit Warhawk Air Museum Expansion Proposal– Representatives from the Warhawk Air Museum (WAM) were not in attendance. Chairman Bear noted the Warhawk has not followed up with Staff since the last meeting.
Douglas Waterman, City Attorney, addressed the Commission. There is a problem with the WAM proposal. The taxilanes/taxiways that will impacted by the expansion were installed with FAA grant funds. There are grant assurances that the City signed when they accepted the federal funds. By accepting the FAA grant the City assured the FAA they would maintain the pavement for the life of the pavement. The FAA estimates the average life of a taxilane to be twenty years. Tearing up this pavement before the 20-year expected lifespan could trigger the City to repay the FAA for some or all of the grant funding for the pavement. The area in question has two different grant funded projects that could be an issue. An agreement with the FAA will need to be made early in the WAM expansion process regarding the taxilanes.

Chairman Bear asked the Commission if they had an objection to the City Attorney drafting a letter to WAM indicating the Commission is willing to work with WAM and identify some of the issues or “chunks” that Mr. Kilroy asked for at the last meeting. Chairman Bear met with the Airport Superintendent today and they identified six or seven obstacles WAM will need to overcome to move forward with the current proposal. He feels it would be helpful for WAM to see these items in writing, so they are able to put together a viable plan to move forward.

Mr. Waterman indicated he would be happy to prepare a letter. Two of the issues he sees currently are: FAA grant assurances and the relocation of the tenants. The relocation of tenants could have negative PR consequences for the City.

Commissioner Miller indicated the repayment for FAA pavement will need to be worked out.

The Commission discussed the letter to WAM. The Commission indicated the overall message of the letter should be that the Commission wants to work with WAM while balancing the best interests of the Airport. The letter should also identify the issues that need to be addressed by WAM.

The Airport Superintendent noted while investigating the WAM expansion proposal, the Airport has discovered the City never received official concurrence for the below fair market rate (BFMR) for the existing WAM lease. The City Attorney noted we will need to work toward concurrence from the FAA on the existing land lease. As a part of the FAA exception to allow a BFMR, WAM will need to provide the justification for the lower rate.

The Commission would like the letter to WAM to address the following: The current lot lease rate; The FAA Grant Assurances; The displacement of 4 hangars or 31 hangar tenants; The loss of $60,000 per year rental income; Their proposal does not solve event parking; They have verbally indicated they would like a second shade hangar removed to open the ramp in front of the proposed expansion.

The Commission would like to review the letter before it is sent out. Mr. Waterman indicated he will have a letter ready for Commission review for the next Commission meeting.

City Council Liaison Haverfield left at 6:00pm.
Item 3-2: Request from Northwest Backcountry (NWB) to add Scott Powell to the reservation for lot 2435 – The Commission Chairman presented the request to the Commission.

MOVED by Towner to add Scott Powell to the reservation for lot 2435, seconded by Miller.

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

MOTION CARRIED

Item 3-3: Request from Andrew Simmons to construct private storage hangars – Andrew Simmons presented his request to the Commission. Mr. Simmons would like to build a single private storage hangar. He understands the Airport is currently undergoing the Master Plan process and the upcoming taxilane construction project.

Mr. Simmons presented a drawing of what he envisions the hangar to look like. He envisions a 60′x60′ hangar with a 50′ door. The structure type, metal or wood, is to be determined. There are two locations on the field he would like the Commission to consider.

![Hangar Concept Drawing](image)

![Proposed Site Locations: 1 and 2](image)

Mr. Simmons would like the Commission to grant him a reservation for one of the two proposed locations, enabling him to begin the construction process.

Chairman Bear indicated both proposed locations are in an area where the Commission had determined a Request for Proposal (RFP) would be for storage hangar development.

The Commission discussed the decision to release these lots via RFP. Commissioner Miller noted the RFP was needed when we were requiring the builder to install the sewer mainline. Commissioner Towner also noted the RFP was also a tool to slow developers from driving the hangar development and a way to change the protocol to release hangar lots.

The Commission discussed the two locations. Commissioner Miller feels location 2 is not in the best interest for the Airport. He would like to keep this entire corner available for future commercial use.
Chairman Bear noted the Airport Layout Plan (ALP) has been updated to show the possibility of storage hangars in the #2 location. The Airport Superintendent noted this update to the ALP was put in place to justify the extension of C-7 as a taxi lane with the FAA.

Mr. Simmons indicated he will need to evaluate both locations to determine which location would be his first preference. He is leaning toward location 1 for his hangar. This location offers more flexibility for multiple hangar door locations.

The Commission continued to discuss the RFP. Over the last year several individuals have contacted the Administrative Office inquiring about available lots to build. Those individuals have been advised there are commercial sized lots and the last row of storage hangars will be released via an upcoming RFP.

Chairman Bear clarified the Commission had decided last year to release the remaining lots via RFP. The RFP has not moved forward since that time. Douglas Waterman indicated he does not believe the previous RFP decision will impact a decision to move forward on the lots without issuing an RFP. Mr. Waterman will investigate the option of releasing the hangar lots without an RFP.

The Commission noted in location 1 a total of four hangars could be built, there is 240 ft available. If Mr. Simmons were to build in location 1 the next person could add to his building with a shared wall. The Commission did note at some point a fire wall may be required. Should a contingency be put in place on how to allocate the cost of the fire wall to the entire row?

Chairman Bear questioned if earlier this year, if the Commission had advised Mad River, they could not reserve the last north-south row due to the RFP. The Superintendent noted; this has been the position since last June. Staff has advised all interested parties of the upcoming RFP for storage hangar lots. The Superintendent noted we would need to advertise the lots are available to move forward.

The Commission reviewed the minutes from June 11, 2018 regarding the decision for RFP.

Chairman Bear would like to hold a special meeting in the next couple of weeks to review the Attorney recommendations for the aforementioned RFP and make a decision regarding Mr. Simmons lot reservation request.

The City Attorney noted he does not see an issue moving forward with issuing a lot reservation without going through the RFP process. No one has the right to develop anything on the Airport. He cautions canceling the RFP and granting a reservation at tonight’s meeting. Individuals who have expressed interest in the RFP should be notified prior to action being taken.

The Commission was in favor of a special meeting to continue this discussion. Airport Staff will schedule the meeting and notify interested parties of the meeting.

MOVED by Miller and seconded by Towner to adjourn the meeting.
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Chairman Bear asked all in favor to say aye with all Commissioners present voting AYE.

MOTION CARRIED

Chairman Bear adjourned the meeting at 6:45 PM

Passed this 8th day of July 2019

COMMISSION CHAIRMAN

AIRPORT SUPERINTENDENT, SECRETARY
NAMPA AIRPORT COMMISSION
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The meeting was called to order at 12:03 pm by Chairman Aaron Bear

- **Members Present**: Aaron Bear, Mark Miller, Jeff Towner
- **Members Absent**: Dr. David Beverly, Wayne Thiel
- **Ex-Officio Members Present**: Monte Hasl, Airport Superintendent; Jeff Barnes, Deputy Public Works Director- Transportation; Douglas Waterman, City Attorney

Chairman Bear asked the Commission to stay on topic and to limit discussions to one conversation at a time.

1-Airport Business

**Item 1-1 Action Item**: AIP-31 – Construct Hangar Taxilanes and Taxiways; Recommend to City Council they Authorize the Mayor to sign the FAA Grant Offer for AIP-31 - Tom Lemenager, J-U-B Engineers, presented the request to the Commission. The FAA has requested the signed Grant Offer be returned to them July 16th. The Grant Offer will go to City Council on July 15th for approval / signatures. The Notice of Award will go before City Council on July 1.

MOVED by Miller and seconded by Towner;

_The Airport Commission hereby recommends to City Council they authorize the Mayor to sign the FAA Grant Offer, AIP-3-16-0043-031-2019, for the Construction of Hangar Taxilanes and Taxiways._

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

**MOTION CARRIED**

**Item 1-2 Action Item**: Review Warhawk Air Museum proposed expansion response letter – The Airport Superintendent updated the Commission. Clair Bowman, Senior City Planner, the Airport Superintendent and Douglas Waterman, City Attorney are refining the letter. They intend to have the letter ready for Commission review at the July Meeting. The letter identifies the initial steps to move forward with the expansion. The letter will also review the FAA grant assurances the Airport must adhere to while conveying the value of the Museum to the Airport. The Superintendent would like the Mayor’s review prior to sending the letter to the Warhawk Air Museum.

DPWD Barnes noted the letter is an important response to the Warhawk. At this time the letter is not quite ready for Commission approval.

**Item 1-3 Action Item**: Request from Mad River, LLC to approve the building plans for lots 2030, 2032, 2034, and 2036 – Julie Schelhorn, Mad River, LLC, addressed the Commission. Ms. Schelhorn presented a draft set of architectural plans to the Commission. The building will have three doors to the east and one to the south. At this time if they submit for building permits after July 2, they will be assessed with the new impact fees. Their Civil Engineer has expressed concerns with the upcoming Taxi-lane project. Once the taxi-lanes are completed Mad River could have to make costly changes to their civil and drainage plans.

Mad River is requesting the Commission stamp and sign the architectural plans enabling them to submit for building permits. The Civil and Drainage plans would be updated and submitted once the Taxi-lane project is complete.
Commissioner Towner asked if Mad River’s Civil Engineers could work with J-U-B to complete the Civil and Drainage plans at this time, Ms. Schelhorn indicated her Engineer is concerned there could be differences between designed and completed work causing costly changes or corrections on their plans.

Commissioner Miller clarified; Mad River is asking for a letter to go to the City Building Department indicating the Commission is the hold up.

Ms. Schelhorn indicated a letter would be helpful. She will provide the necessary architectural sets to the Airport for Commissioners to stamp and sign.

Douglas Waterman, City Attorney, indicated it is ok for the Commission to send the request to the City Building Department. It is unknown if the Building Department will go along with the request. The request could make the statement the hold up is due to the Commission. However, in general admitting or causing “harm” to someone is not preferred. The Commission could also express the desire for the Building Department to assess the Mad River project with the old impact fees.

DPWD Barnes noted the Commission would be providing a recommendation to the Building Department. The Building Department will ultimately decide if the deferral is ok.

Ms. Schelhorn indicated she plans on submitting the architectural plans for permits. During the permit plan review they will obtain updated civil and drainage plans for review by Airport Engineers and submission to the Building Department.

MOVED by Miller and seconded by Towner;

_The Airport Commission hereby grants tentative approval of the plans. The Commission is in favor of allowing Mad River to move forward with the plans as they are until the taxilanes are completed. At that time Mad River will submit updated civil and drainage plans._

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

**MOTION CARRIED**

**Item 1-4 Action Item:** Discuss remaining storage hangar lots. a) Continue request from Andrew Simmons to construct a private storage hangar b) Review storage hangar lot applications – Chairman Bear noted that Mr. Simmons was not in attendance, nor was a representative for Mr. Simmons.

Chairman Bear reviewed the applications that have been received: Andrew Simmons, Mad River, John Newland, Felix Beauchesne, and Robert Denton. David Thomas is in attendance but has not submitted at this time.

Mr. Denton indicated he would be interested in building multiple spaces, box or t-hangar style hangars. He would prefer T- hangars and is open to partnering with other individuals to complete a row. Mr. Denton indicated if he were to build T-hangars he would rent the spaces. If he were to build box style hangars, he would sell the hangars.
The City Attorney advised the Commission; no action has been taken on any of the available lots. The Commission is free to discuss action for any available lot.

Tom Lemenger, J-U-B Engineers, indicated the grade difference for the hangar row between C-5 and C-6 will not allow for entrance on both sides. One entrance will have more than a 2-3% grade. The Commission asked if the interior floors could have different floor levels to address the dual entrance issue. Toby Eplar, J-U-B Engineers, indicated yes, adjusting the interior floor levels could address the dual entrance / grade issue.

Mr. Beauchesne indicated he is interested in building a row of box style hangars. For example, 3 – 60’x60’ hangars. His preference is to build a full row of hangars to be leased or sold.

Mr. Newland indicated he is open to building a single hangar or an entire row if needed. He intends to occupy the hangar he builds.

Commissioner Miller stated, the Airport is up against the available spaces for storage hangars and the number of parties expressing interest in building. He also noted individuals could partner together to build a row and split the costs for items like fire walls.

Mr. Denton advised the Commission, when he built his hangar, eight individuals formed an LLC to build and fund two 50’x200’ hangar rows. The individuals funded the 8 hangar spots for the two building structures. The LLC built the hangar structure. Each individual was then left to complete interior improvements on their own. Once the building structure was completed the LLC was disbanded.

Ms. Schelhorn indicated they are interested in building the same hangars they have constructed to the west of the available hangar space. They would build to sell. She does feel splitting up a building row between multiple individuals could be difficult to construct and stay consistent.

The Commission indicated they want to maximize the available space. The Commission does not want to leave gaps in the available space. The Commission also suggested that interested parties work together to come up with a proposal for the seven spaces that maximizes the space and makes everyone happy.

The City Attorney indicated it is a good idea to wait to make a decision. Also, the Commission should not put together an LLC, this is something that should be done by the private parties. The Commission should define the proposal criteria and evaluation metric for proposals, this will assist people in understanding what the Commission is looking for in an updated proposal.

Mr. Thomas indicated he did not apply as he was unsure what the Commission is looking for. He is waiting to submit until he understands what the Commission is looking for.

The Commission discussed where do you draw the line to cut off applications. Chairman Bear suggested giving priority to those who have submitted.

The City Attorney noted one issue is; An individual was advised the prior path was an RFP would be issued, individuals did not put their name on a list knowing an RFP (Request for Proposal) would be issued. The Attorney also asked about the list of people who had asked to be contacted for the RFP. Lynsey
Johnson, Airport Administrative Coordinator, reported all who asked to be notified for the RFP were called last week. Three individuals have not responded to the phone call. The Commission asked what order the current applications were received. Ms. Johnson reported applications were received in the following order: Andrew Simmons, Robert Denton, Mad River, John Newland, and Felix Beauchesne.

Mr. Denton indicated if he is only able to construct a single box hangar it may not be in his best interest. He sees the need for hangars and is interested in building T-hangars to help meet the needs at the Airport. Mr. Denton also noted even if he does not build he is happy to remain in the discussion and assist individuals if they wish to work together to construct a hangar.

The City Attorney cautioned the Commission against putting together individuals into a group to complete a row of hangars. Nor should the Commission determine locations of who should go where at today’s meeting. He likes the idea of the Commission defining the priorities for the available space and the items the Commission is considering for the available space. This gives proposers an idea of what the Commission is looking for. It also allows proposers to talk amongst themselves and if they choose to partner that is ok. The Commission could then discuss the updated proposals based upon the metric the Commission has created.

The Commission discussed limiting construction to users and not someone looking to sell and make a profit. The City Attorney indicated he would need to do some research on this. He is unsure this is a reasonable factor to base a decision on. The person building to sell would be selling to someone who needs the space. Nor would it speak to the quality of the hangar itself.

The Commission discussed criteria they would like to see in proposals. The following items were identified: Maximization of available space; Serve the greatest number of aircraft as possible; The desire to have a contiguous building and contiguous exterior aesthetic; Open to box hangar and/or T-hangar proposals.

The Commission discussed the maximization difference between box hangars and T-hangars. Four box hangars could potentially house only four aircraft, whereas T-hangars in the same space could house eight. However, box hangars could accommodate additional aircraft if the owner has multiple aircraft or renters. The hangar users potentially would have to shift aircraft around to get in and out.

The City Attorney advised; The Commission should create a list identifying the criteria they have agreed upon. When a proposer comes back to the Commission, they know what the expectation of the Commission is. The Commission should provide people a reasonable and fair method allowing the opportunity to make a proposal. Creating a fair and reasonable method to make a decision on the proposals, provides support for the Commission once a decision is made. The Commission should not show preference or prejudice to any applicant. The application should be fair to all applicants wanting to build a hangar, the criteria should not be arbitrary.

The Commission discussed having all of the interested parties work together and then come back to the next Commission Meeting with updated proposals.

The Commission also discussed where to draw the line on submitting an application. What if someone were to come in between now and the next Commission meeting with an application. Where do you set
the cut off at? If more people are interested, do we go back to the RFP process? The City Attorney advised the Commission should set a deadline, not today but a future date, for proposals to be considered at the next meeting.

The Commission also discussed the option of releasing these lots via RFP. An RFP would define the framework or criteria required for proposals as well as set the metric for evaluation of the proposals. Typically, an RFP is tangible with an item like price. In this case the RFP would be scored on the benefit to the Airport.

DPWD Barnes noted an RFP could be a simple single page document that outlines the criteria for proposals and the scoring criteria. The concern is, if all of the proposals score similarly how do you make a selection.

Commissioner Miller is concerned the scoring on an RFP could come down to personal judgement. He does not want to go back to credit and background checks. He felt reviewing credit and background was arbitrary and neither the Commission or staff is qualified to make a decision based on a credit or background report. Where do you set the credit score criteria or back ground criteria?

The City Attorney noted any way the Commission goes, a metric will be applied to a selection. A benefit to the RFP process is that the metric is clearly defined as well as the rating rubric. Having a clearly defined metric and rubric removes the arbitrary section of a proposal.

DPWD Barnes asked J-U-B for their input on the metric. Toby Eplar, J-U-B Engineers, sees three items as part of the criteria. 1- Number of hangars constructed. 2- If the hangars will be for private use only or leased. 3- The aesthetics of the building - i.e. the outside look, elevation, trim, finishing effects, etc.

Commissioner Miller is also concerned an RFP could limit the individuals who want to build a single hangar. DPWD Barnes feels you could include individuals who partner to complete a building in the metric. Commission is also concerned starting the RFP process at this point could drag this process out another year or longer.

The Commission noted there are seven spaces available with five or six who want to build. The problem is that four people would like to build more than a single hangar space.

DPWD Barnes advised the Commission, they need to make a decision on how to proceed. It would be simple if only one person wanted to build. Right now, we have five or six people interested in building. The DPWD is leaning towards an RFP due to the number of available spaces vs. the number of interested parties. With or without an RFP, a written procedure is needed. An RFP would allow time to prepare the metric and then review the proposals. Otherwise the Commission needs to be prepared to make the decision at the next Commission meeting.

The Airport Superintendent would like the applicants to work together and come back to the Commission with an updated proposal to move forward.
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The Commission identified an issue with limiting applications to those on the current RFP interest list at this time, if you release lots based on when someone went on the list we do not know what the individual would have proposed or if a reservation would have been granted when they went on the list.

The Commission asked for clarification of conversation with individuals who were interested in building storage hangars in the last year went. The Administrative Coordinator reported, based on the Commission decision to RFP the remaining storage hangar spaces, individuals were advised of the RFP for those spots or commercial size lots were available. The Commission also asked if there were people on a list to build prior to the RFP decision. The Admin Coordinator indicated when Phoenix Aviation had the reservation, Mad River had indicated if the reservation fell apart, they would be interested.

Julie Schelhorn, Mad River, LLC, reported she felt the RFP was created because of the additional infrastructure that was required; the installation of the sewer main and the taxilane pavements. Now that there is FAA funding for the taxilanes and the City is funding the sewer main, the circumstances have changed.

The Commission indicated they would like to specify criteria for the proposals as discussed in the meeting. They encourage those on the RFP interest list to work together and come back to the Commission with an updated proposals or plans. The Commission prefers to limit the proposals to those on the RFP interest list at this time.

The City Attorney asked Airport Staff to prepare a list of the criteria as discussed in today’s meeting and to include a list of individuals contact information from the RFP interest list. Staff is to send this information to those on the RFP interest list. Proposal updates will be due the Friday before the next Commission meeting.

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

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

MOTION CARRIED

Chairman Bear adjourned the meeting at 1:22 PM

Passed this 8th day of July 2019

COMMISSION CHAIRMAN

AIRPORT SUPERINTENDENT, SECRETARY
MEMORANDUM

To: Mayor Kling and Nampa City Council  
From: Darrin Johnson, Parks and Recreation Director  
Date: July 15, 2019  
Re: Authorize to Advertise Beverage Service Request for Proposal

The Parks and Recreation Department has held an agreement with the local Pepsi distributor for about 10 years. The current agreement was established when Pepsi was selected through a Request for Proposal process. The beverage agreement allows for the understanding to exclusively supply most beverages that include soft drinks, water and sports drinks. Excluded from the agreement is the supply of alcohol and coffee.

The divisions included in the Parks and Recreation Department are the Nampa golf courses, the Nampa Recreation Center, park concessions, and the outdoor swimming pools. The current beverage agreement expires on September 30, 2019.

Nampa Parks and Recreation requests the authorization to advertise for a new beverage agreement through an RFP process. The agreement will be advertised as a five (5) year contract with up to five, one-year optional renewals.

Action Items:

The Nampa Parks and Recreation Department requests authorization to advertise for an exclusive beverage agreement through a Request for Proposal process.
CONSENT TO BID  
FY19 SIGNAL EQUIPMENT PROCUREMENT ZONE B1

- The Streets Division will upgrade existing signal cabinets and adjust corridor timing at five (5) intersections in the City, three (3) of which are shared with ITD (Exhibit A):
  1. Flamingo Avenue & Happy Valley Road
  2. Stamm Lane & Happy Valley Road
  3. Garrity Boulevard & Flamingo Avenue
  4. Garrity Boulevard & Stamm Lane
  5. Garrity Boulevard & Kings Road

- This is part of the City’s Asset Management Program implemented in 2007 to strategically and cost effectively replace equipment

- The City has entered into a Cooperative Agreement with ITD (KN 13471) to participate in the cost of the work up to $76,778.00 (Exhibit B)

- The Streets Division has budgeted $234,570

- Total estimate cost for the five (5) signal cabinets and corridor timing is $223,700

- The Street Division will install and maintain the signal cabinets and all related equipment

- Engineering Division recommends authorization of the bid process

REQUEST: Council authorize Engineering Division to proceed with the formal bid process for the FY19 Signal Equipment Procurement Zone B1.
COOPERATIVE AGREEMENT
PROJECT NO. A013(471)
FY15 D3 INTERSECTION IMPROVEMENTS
TRAFFIC SIGNAL EQUIPMENT UPGRADE, CITY OF NAMPA
KEY NO. 13471

PARTIES

THIS AGREEMENT is made and entered into this 5th day of February, 2019, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF NAMPA, hereafter called the City.

PURPOSE

The parties have agreed to share in the cost of traffic signal equipment upgrades for three signals as listed on the attached Exhibit A. The signals are owned by the State and maintained by the City. This agreement provides for the roles and responsibilities of the parties regarding design, construction, and funding of the upgrades.

Authority for this Agreement is established by Section 40-317, Idaho Code.

The parties agree as follows:

SECTION I. That the State will:

1. Upon receipt of documentation from the City showing the actual cost to upgrade the signals at the three intersections listed on Exhibit A, pay to the City the State’s share of the cost up to the amount of $76,778. No additional funds will be paid for this work.

SECTION II. That the City will:

1. Purchase, install and inspect the equipment for upgrading the three intersections shown on Exhibit A.

2. Upon completion of the work, provide an itemized statement to the State showing the actual cost of the work and the State’s portion of that work.

Agreement No. 6890
SECTION III.

1. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until amended or replaced upon the mutual consent of the City and the State.

2. **Sufficient Appropriation.** It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

EXECUTION

This Agreement is executed for the State by its District Engineer for District Three, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Nampa.

**IDAHO TRANSPORTATION DEPARTMENT**

[Signature]
District Engineer

**ATTEST:**

[Signature]
City Clerk
(SEAL)

By regular/special meeting on January 27, 2019.

**CITY OF NAMPA**

[Signature]
Mayor

hm:13471 Coop Nampa.docx
CITY OF NAMPA - ITD MAINTENANCE UPGRADE REQUEST
FY19 - ZONE B1

Garrity & Flamingo
Traffic Signal Controller Cabinet $20,000.00
Controller $3,500.00
Cabinet Plug Ins $2,000.00
ADA Pedestrian Push Buttons $2,500.00
LED Vehicle Signal Indications (7yr change out) $2,500.00
LED Pedestrian Count Down Signal Indications $1,000.00
Misc. Parts Pieces i.e. Astro Brac, Shrouds, Wire etc. $2,500.00
CCTV $2,500.00
Contracted Traffic Control $2,600.00
Timing Update (with corridor coordination) $4,000.00
$43,100.00

Garrity & Stamm
Traffic Signal Controller Cabinet $20,000.00
Controller $3,500.00
Cabinet Plug Ins $2,000.00
ADA Pedestrian Push Buttons $2,500.00
LED Vehicle Signal Indications (7yr change out) $2,500.00
LED Pedestrian Count Down Signal Indications $1,000.00
Misc. Parts Pieces i.e. Astro Brac, Pole Brac Shrouds, Wire etc. $2,500.00
Contracted Traffic Control $2,600.00
CCTV $2,500.00
Timing Update (with corridor coordination) $4,000.00
$43,100.00

Garrity & Kings
Traffic Signal Controller Cabinet $20,000.00
Controller $3,500.00
Cabinet Plug Ins $2,000.00
ADA Pedestrian Push Buttons $2,500.00
LED Vehicle Signal Indications (7yr change out) $2,500.00
LED Pedestrian Count Down Signal Indications $1,000.00
Misc. Parts Pieces i.e. Astro Brac, Shrouds, Wire etc. $1,200.00
CCTV $2,500.00
Contracted Traffic Control $2,600.00
Timing Update (without corridor coordination) $2,000.00
$39,800.00

ABOVE PROJECTS TOTALS $126,600.00

ITD - Responsibility Allocation Detail
Garrity & Flamingo 9 lanes of 17 53% $22,818.00
Garrity & Stamm 7 lanes of 11 64% $27,427.00
Garrity & Kings 8 lanes of 12 67% $26,533.00
ITD PROJECT PORTION $76,778.00

CITY PROJECT PORTION $49,222.00
RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the STATE, has submitted an Agreement stating obligations of the State and the City of Nampa, hereafter called the CITY, for traffic signal equipment upgrades; and

WHEREAS, The State and the City have agreed to share in the cost of the signal upgrades; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for traffic signal equipment upgrades is hereby approved.

2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the CITY.

3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a regular, duly called special (X-out non-applicable term) meeting of the City Council, City of Nampa, held on January 22, 2019.

(Seal)

[Signature]
City Clerk
**Approve Landlord’s Consent to Leasehold Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents Agreement for Lot 0120 at Nampa Municipal Airport**  
*(Reviewed and Approved by Legal Counsel)*

- On August 18, 2003, Skyline Aircraft Maintenance, Inc. (Roy Coffelt and Lisa Coffelt), signed a 30-year land lease for Lot 0120 (see Attachment 1)

- On February 17, 2004, Skyline Aircraft Maintenance, Inc., assigned the existing lease to Sylvan Creek Properties (Pete Davidson) (see Attachment 2)
  - In May 2004 a Lessors Consent, Assignment of Rents, and Assignment of Lease documents were signed with Idaho Banking Company (Sylvan Creek had financed the improvement on Lot 0120)

- In January 2014 the City was notified by Idaho Banking Company that Sylvan Creek Properties had defaulted on their loan and the hangar improvement was entering foreclosure

- On June 5, 2014, a trustee’s sale occurred for the improvements on Lot 0120. Ward Parkinson purchased the improvements

- On July 7, 2014, Ward Parkinson assigned the lease for Lot 0120 to Skyline Aircraft Maintenance, Inc. (see Attachment 3)

- Skyline Aircraft Maintenance, Inc., is refinancing the hangar improvements on Lot 0120

- Key Bank is requesting a Landlord’s Consent to Leasehold Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents agreement (Agreement) for Lot 0120 (see Attachment 4)

- The Agreement considers the following:
  - The City is consenting to the tenant assigning the lease to the bank (which would occur if tenant defaults on lease with bank)
  - The City certifies to the bank that the lease is current and in good standing, the tenant is not behind on rent, and there are no defaults that have occurred
  - The City agrees to notify the bank if the lease needs to be modified or terminated, and recognizes the bank’s right to try and cure any default
  - The City states that it has no objection to the bank entering the premises, as needed, to protect its interests
  - The City consents to the tenant signing a Leasehold Deed of Trust (which would allow the bank to foreclose on the hanger and lease, but NOT the underlying land)
  - The City consents to future “assignments” of the agreement (i.e., the bank can sell the loan and pass these rights to a new bank)

- Documents have been reviewed by the City’s legal counsel with no objections

- On May 13, 2019, the Nampa Airport Commission motioned to request Nampa City Council authorize the Mayor to sign the Agreement with Key Bank for Lot 0120

**REQUEST:** Authorize Mayor to sign Landlord’s Consent to Leasehold Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents agreement with Key Bank for Lot 0120 at Nampa Municipal Airport.
# Nauppa Municipal Airport Land Lease Agreement

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Lessee Initial: [Signature]  
Date: 7/31/03  
Lessor Initial: [Signature]  
Date: 7/31/03
This lease agreement (the “Agreement”) is entered into this 4th day of August, 2003, by and between the City of Nampa, a Municipal Corporation of the State of Idaho (“Lessor”), and Skyline Aircraft Maintenance, Inc. ("Lessee"). The Director of Public Works for the City of Nampa will designate the authorized agent to administer the provisions of this Agreement.

Witnesseth:

Whereas, Lessor now owns, controls, and operates the Nampa Municipal Airport (the “Airport”), in the City of Nampa, County of Canyon, State of Idaho; and

Whereas, Lessor has authority to enter into tenant agreements for the purpose of leasing property to accommodate public use of the Airport; and

Whereas, Lessee desires to lease a parcel of Airport property;

Now Therefore, in consideration of the rental payments, promises, and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Term of Agreement.
A Land Lease is hereby granted to the Lessee. The term of this Agreement shall be for thirty (30) years unless terminated earlier under the provisions of this Agreement.

Commencing Date: ___ August ___ - ___ 18___ 2003 ___
(Month) (Day) (Year)

Termination Date: ___ August ___ 31 ___ 2003 ___
(Month) (Day) (Year)

2. Renewal Option.
The Lessee shall have the right to renew this lease for sequential periods of ten (10) years subject to and contingent upon the Lessee giving written notice to the Lessor not sooner than one (1) year and not less than one hundred and twenty (120) days prior to the termination date of this Agreement. Lessor reserves the right to re-negotiate all terms and conditions of this Agreement upon renewal according to current market conditions.

During the total period of this Agreement, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises identified and shown on Exhibit A, attached hereto and incorporated herein by reference as set forth in full, together with the right of ingress and egress for Lessee’s designated personnel, and for both vehicles and aircraft.

4. Premises Use.
The development and/or use of any Premises located within the current or future boundaries of the Nampa Municipal Airport shall be consistent with the most recent Airport Master Plan. In addition, Lessee may use and occupy the leased Premises for the purpose(s) of (list all):

Aircraft Maintenance; Aircraft Sales; Aviation Parts Sales; and Aircraft Rental Storage ____________________________________________

During the total period of this Agreement, it is agreed and understood that the Lessee intends to construct at sole expense of Lessee structures and ground improvements upon said leased Premises, which said construction shall be subject to the following conditions:

a) The construction of all facilities, together with landscaping, fencing and parking, shall be in accordance with plans and specifications approved by the Lessor. When approved, those plans shall be made part of

Lessee Initial: __________ Date 7/31/03
Lessor Initial: __________ Date 7/31/03
Nampa Municipal Airport Land Lease Agreement

this Agreement. All plans and specifications are subject to Nampa City Ordinance, the Airport Master Plan in effect, and shall be approved by the Nampa Airport Commission and the Nampa City Council.

b) The construction of the facilities shall be commenced on or before the 1st day of September in the year 2003, and completed on or before the 15th day of February, in the year of 2004.

c) All future structure additions shall be subject to prior approval by Lessor.

d) The structure(s) constructed by Lessee under this Agreement shall be the property of Lessee unless otherwise provided in this agreement.

e) Special Conditions:
   NONE.

5. Rental Payments.
During the total period of this Agreement, Lessee covenants and agrees to pay annual rent for the Premises on the 1st day of January for that year unless otherwise agreed upon in writing by Lessor. The initial annual rental fee for the Premises shall be $0.13 per square foot of the entire Premises area. Said rental fee may be adjusted periodically by the Lessor. Adjustments to the rental fee shall not be made more frequently than once each year, and each adjustment shall not be an amount greater than the average change in the Consumer Price Index for like sized communities (CPI-U) per year(s) since the previous adjustment. Rental payments not paid within 30 days of the agreed date(s) shall be considered past due and therefore delinquent.

Lease payments to the City of Nampa will be prorated for the remaining duration of the year, 2003, and will commence in the beginning of the month following the final approval by the City, in the amount of one thousand ninety five dollars and ($1,095.00).

Lease payments to the City of Nampa will also be prorated for the year 2033.

6. Rights and Obligations of Lessee.
 a) The right of ingress and egress to such runways, taxiways, and aprons, now or hereinafter designated by Lessor is subject to all city, state, and federal rules and regulations pertaining to the use of runways, taxiways, and aprons.

b) The right of Lessee to the use of all runways, taxiways, and aprons or access roads shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others.

c) All use and operation on the Premises shall be in strict accordance to all applicable city rules and regulations, including but not limited to the Nampa Municipal Airport Rules and Regulations and current Master Plan.

d) Lessee shall keep and maintain, and repair in reasonable conditions, all property, ground, runways, taxiways, and any and all property belonging to Lessor which may be injured by Lessee in maintaining or operating on said Premises.

e) Outside storage on the leased area, which in the opinion of the Airport Manager creates unsightly or dangerous conditions, shall not be allowed

f) Lessee shall not permit any person to use any part of the Premises for residential use.

7. Right To Purchase.
Upon termination or expiration of this lease Agreement, Lessee shall remove its personal property, including structures or buildings and restore the Premises to a condition acceptable to Lessor. If the parties have not entered into a renewed lease, or a new lease agreement, and Lessee has not removed its personal property, including structures, buildings, or portions thereof within 120 days of the termination or expiration of this lease Agreement, Lessor shall have the right, but not the obligation, to purchase some or all of the personal property, including structures or buildings, for the sum of One and No/100 dollar ($1.00). Lessee, when paid the above sum, will have no further right or interest in the above described personal property and agrees to execute any and all necessary sale documents, including but not limited to a Bill of Sale, and Lessor shall be entitled to possession and ownership of the personal property. Prior to the exercise of Lessor’s option herein provided for, Lessee shall have the right to sell some or all of its personal property, including structures or buildings to a third party or parties.
8. First Right of Refusal.
Upon early termination of this Agreement, or in the event Lessee determines to sell or otherwise transfer ownership of the structure and/or improvements specified in this agreement, the Lessee shall first offer said structure and/or improvements to Lessor. Lessor shall have thirty (30) days to either accept or reject said offer to purchase.

a) In the event there is a default by the Lessee in the performance of any of the covenants and agreements herein contained, and in the event the said default results in potential liabilities to the City or in waste and/or damage to leased property, the City may expend such funds as are reasonably necessary to insure the performance of the defaulting event or waste and/or damage in order to protect itself against liability or to protect its property value, and shall charge the same against the Lessee. The Lessee shall pay to the Lessor, in addition to any other sums that it is required to pay under the terms of this Lease, said sums expended by the City, together with interest at the rate of 12% per annum on said funds so expended.

b) Time and the strict and faithful performance of each and every one of the conditions of this Agreement is expressly made the essence of this Agreement. If default is made by the Lessee in payment of any part of Lessee's rent when the same shall become due, or default be made by the Lessee in keeping, performing or observing any of the covenants and agreements herein contained and such default shall remain so for a period of sixty (60) days after written notice shall have been sent by certified or registered mail to Lessee as hereinafter provided, then in such event the Lessor may, at the Lessor's election, either in law or equity seek specific performance of this Agreement or may declare said term and Lease forfeited and ended and re-enter said demised Premises to repossess and enjoy the same as in their first estate, and the effect of such default shall in itself, at the election of Lessor, without further notice or demand constitute a forfeiture and termination of this Lease. If the Lessee shall fail to surrender possession of the demised Premises to Lessor, the Lessee shall be deemed guilty of an unlawful and forcible detention of said Premises. If Lessee shall abandon or vacate said Premises, or if this lease be terminated for breach of any of the covenants and agreements herein contained, Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining possession of said Premises from Lessee, including reasonable legal expenses and attorney's fees, and to pay such other expenses as the Lessor may incur in putting the Premises in good order and condition as herein provided, and also to pay all other reasonable and necessary expenses or commissions paid by Lessor in re-leasing the Premises. In the event of notification of default by Lessor to Lessee and Lessee does in fact incur such default, then and in that event Lessee shall pay, in addition to all arrearage existing under the notice of default, the reasonable attorney's fees incurred by Lessor in determination of the default and the notification to the defaulting Lessee.

10. Assignments and Subleases.
This Agreement, in whole or any part thereof, may not be assigned, transferred, or subleased by Lessee, by process of law, or in any other manner whatsoever, without prior written consent of Lessor. No permitted assignment or sublease releases the Lessee of its obligations or alters the primary liability of the Lessee to pay the rent and to perform all other obligations of the Lessee as specified in this Agreement. Any permitted sublease or assignment must comply with all terms and conditions of this Agreement.

Lessor may, at its option, terminate this agreement upon the assignment, transfer, or sublease, without the Lessor's prior written consent, of all or any part of this Agreement. “Transfer” also includes any change in the ownership of Lessee and/or the voting stock of Lessee.

Lessor may, at its option, terminate this agreement upon any change of the premises use (see paragraph 4) without the Lessor’s prior written consent.

Lessor may, at its option, terminate this Agreement in the event Roy M. Coffelt or Lisa M. Coffelt shall cease to remain responsible for the day-to-day operation of the rights and obligations of Lessee as set forth in this agreement.

Lessee Initial: [Signature]  
Date: 7/31/03  

Lessor Initial: [Signature]  
Date: 7-31-03
The Lessor reserves the right to enter upon that portion of the leased area outside of the structures which is not covered with asphalt or concrete and perform whatever construction or maintenance is necessary to provide a concrete or asphalt surface at no cost to the Lessee. The Lessor also retains the entire leased area outside the structures as a general utility easement and any surface disturbed by the Lessor in constructing a utility shall be restored to its original condition by the Lessor.

The installation and maintenance of any future improvements to the Premises by Lessee shall first be agreed upon in an amendment or modification to this Agreement.

Lessee shall not engage, and shall not permit others to engage in an operation on the premises that involves the generation, manufacture, refining, transportation, treatment, storage, handling, or disposal of any “hazardous substances” without the prior written consent of Lessor, which may be withheld or granted at Lessor’s sole discretion. As used herein, the term “hazardous substance” means any hazardous or toxic substance, material, or waste which is, or becomes regulated by any federal, state, county, or local governmental agency. Lessee agrees to indemnify and hold harmless Lessor against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Agreement.

Lessee agrees to comply with all municipal, state and federal laws, rules, regulations and ordinances and to do all things necessary to stay in compliance with the same. Lessee further agrees to execute any addendums or other requirements as may be imposed by the FAA as a condition of operating the Airport and/or receiving grant funding for Airport projects.

15. Utilities.
It is expressly agreed that prior to start of construction, Lessor shall provide electrical power to the Premises at no charge to Lessee except for a standardized hookup fee set by the Lessor. All other utilities shall be installed at Lessee’s own expense, including any hookup fees. It is further agreed that during the full term of this Lease, Lessee shall pay for the use of all water, gas, electricity, power and other utilities used in or about said Premises at Lessee’s own cost and expense.

During the total period of this Agreement, Lessor shall pay all real estate taxes and assessments of any kind levied against the land identified as the Premises during the term of this Lease and any extension thereof, and Lessee shall pay any personal property taxes and assessments of any kind levied against Lessee’s personal property, promptly, as the same become due.

17. Fire Hazards.
The lessee shall not do anything in the Premises or bring or keep anything therein which will increase the risk of fire, or which will conflict with the regulations of the fire department or any fire laws, or with any fire insurance policies on the buildings, or with any rules or ordinances established by the board of health, or with any municipal, state or federal laws, ordinances or regulations.

18. Labor Contracts and Employees.
The parties hereto expressly covenant and agree that all labor contracts and employment agreements with employees shall be made directly with Lessee and that all such employees shall be deemed solely the employees of Lessee and in no way employees of Lessor. Lessee covenants and agrees to indemnify and hold harmless Lessor of and from any liability for any acts of employees of Lessee or any acts of persons working for Lessee under a labor contract.

19. Right of Inspection.
Lessor shall have the right to enter the demised Premises at any reasonable time to examine the same and to determine the state of repair or alterations which shall or may be necessary for the safety and preservation of the Premises.

Lessee Initial: EC
Date: 7/31/03

Page 5 of 9

Lessor Initial: CHA
Date: 7-31-03
Lessee shall not commit any waste or damage to the Premises hereby leased nor permit any waste or damage to be done thereto.

Lessor shall not be liable for any injury or damage which may be sustained by any person or property of the Lessee or any other person or persons resulting from the condition of said Premises or any part thereof, or from the street or subsurface, or from any other source or cause whatsoever, nor shall the Lessor be liable for any defect in the building and structures on said demised Premises, latent or otherwise. Lessee shall indemnify and hold the Lessor, the employee(s) of the Lessor, and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage, or expense resulting from Lessee occupation and use of the Premises and the structures thereon, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons, or by reason of damage to any property caused by the condition of the Premises, the condition of any improvements or personal property in or on the Premises, or the acts or omissions of Lessor or any person in or on the Premises with the express or implied consent of the Lessee.

22. Liability Insurance.
Lessee shall maintain a comprehensive liability insurance policy covering the above demised Premises during the term of this Lease with a responsible insurance company, all at the sole expense of Lessee, in the names and for the benefit of Lessee and Lessor for at least the sum of $500,000.00 single limit coverage. Lessee shall furnish Lessor with a certificate of such liability insurance stating that said insurance is in full force and effect during the term of this Lease or any extension thereof. The liability insurance amount shall be increased in the event the Idaho legislature increases the liability limits of governmental liability to any such increased amounts.

Said insurance shall be with an insurance carrier, or carriers, satisfactory to Lessor, and shall not be subject to cancellation except after at least ten (10) days prior written notice to Lessor. If Lessee fails to comply with this requirement, Lessor may obtain such insurance and keep the same in force and effect, and Lessee shall pay Lessor upon request the premium cost thereof for the term of this Agreement then un-expired.

23. Attorney’s Fees.
In the event an action is brought to enforce any of the terms or provisions of this Lease, or enforce forfeiture thereof for default thereof by either of the parties hereto, the successful party to such action or collection shall be entitled to recover from the losing party a reasonable attorney’s fee, together with such other costs as may be authorized by law.

All notices required to be given to each of the parties hereto under the terms of this Agreement shall be given by depositing a copy of such notice in the United States mail, postage prepaid and registered or certified, return receipt requested, to the respective parties hereto at address listed immediately below, or to such other address as may be designated by writing delivered to the other party. All notices given by certified mail shall be deemed completed as of the date of mailing, except as otherwise expressly provided herein.

Lessor
Nampa Municipal Airport Manager
101 Municipal Drive
Nampa, ID 83687

Lessee
Skyline Aircraft Maintenance, Inc.
3323 Airport Road
Nampa, ID 83687

25. Maintenance.
Lessee shall have sole responsibility for maintenance of the leased Premises and any improvements and/or structures during the total period of this Agreement. Maintenance shall specifically include landscaping and required maintenance (i.e. crack sealing and resurfacing) of the asphalt area as needed, but at least once every five (5) years. Lessee shall maintain all surfaces not covered by asphalt or concrete in a weed free condition and restrict parking from said area unless the area has been excavated to the proper subgrade and backfilled with an amount of gravel as specified by the Lessor.

Lessee Initial: RCL
Date: 7/31/03

Lessee

Lessor Initial: CHA
Date: 7/31/03
The following obligations are assumed by Lessee and include the following: the Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall use the Premises not in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation. Subtitle A. Office of the Secretary, Part 2 1. Department of Transportation-Effectuation Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

27. Amendments and Modification.
This Agreement may be amended and/or modified only by a written instrument signed, dated, and notarized by both Lessor and Lessee.

The provisions and stipulations hereof shall inure to the benefit of and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto.

The use and occupancy of the land shall be subject to the following special provisions:

NONE

30. Recording.
The parties hereto agree that they will not record a copy of this Agreement, Lessee's occupancy of said Premises being notice of Lessee's interest therein, provided however, that a memorandum of lease may be recorded.

In Witness Whereof
The Lessor and Lessee do execute this Lease Agreement the day and year first above written.

Lessor:
The City of Nampa, an Idaho Municipal Corporation

By: Mayor

Attest: City Clerk

Lessee:
Skyline Aircraft Maintenance, Inc.

By: Roy M. Coffelt

Lessee Initial: P.C.
Date: 7/31/03

Page 7 of 9

Lessor Initial: A4
Date: 7-31-02
Nampa Municipal Airport Land Lease Agreement

Personal Guarantee.
Performance of the terms of this Lease Agreement by Lessee is personally guaranteed by the undersigned personal guarantor(s).

By: Roy Coffelt
By: Lisa M. Coffelt

Date: 7/31/03

Notarizations

State of Idaho )
County of Canyon) ss

On this 31st day of July, in the year of 2003, before me, the undersigned, a Notary Public for said State, personally appeared:

TOM DALE, DIANA LAMING, and COLLIN HARRINGTON,
Mayor, City Clerk, and Airport Manager, respectively, of the City of Nampa, known to me or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Criselda C. Luna)
Notary Public for Idaho
Residing at Nampa, Idaho
My Commission Expires: 10/21/07

State of Idaho )
County of Canyon) ss

On this 31st day of July, in the year of 2003, before me, the undersigned, a Notary Public for said State, personally appeared:

Lafonda Merrick
Notary Public for Idaho
Residing at Nampa, Idaho

Lessee Initial: P.C.
Date: 7/31/03

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Lessor Initial: C.H.
Date: 7-31-03
Exhibit A

Nampa Airport Map as depicted below (site not to scale).

Airport Lot #120: 156' wide x 145' deep = 22,620 square foot at $0.13 per square foot
= $2,941.00 per year. (rounded)

Year 2003 Partial payment = 136 days at $8.05 per day = $1,095.00 (rounded)

Acknowledgement:

Roy [Signature]
Skyline Aircraft Maintenance, Inc.

[Signature]
Airport Manager

Date
7-31-03

Lessor Initial: [Signature]
Date 7-31-03

Page 9 of 9

Lessor Initial: [Signature]
Date 7-31-03
ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is made and entered into this 1st day of February, 2004, by and between Sylvan Creek Properties, LLC, an Idaho limited liability company, ("Sylvan Creek Properties") and Skyline Aircraft Maintenance Inc., an Idaho corporation, ("Skyline Aircraft").

RECITALS

A. Skyline Aircraft entered into that certain Nampa Municipal Airport Lease Agreement dated the 4th day of August 2003, ("Nampa Airport Land Lease") a true and correct copy is attached hereto as Exhibit A whose terms and conditions are incorporated herein as if set forth in full.

B. Skyline Aircraft wishes to assign the Nampa Airport Land Lease to Sylvan Creek Properties.

C. Sylvan Creek Properties wishes to assume the Nampa Airport Land Lease.

THEREFORE for good and valuable consideration, the parties hereby agree as follows:

1. Skyline Aircraft hereby assigns the Nampa Airport Land Lease to Sylvan Creek Properties.

2. Sylvan Creek Properties hereby assumes the Nampa Airport Land Lease and covenants and agrees to abide, perform and comply with each and every term and condition of the Nampa Airport Land Lease.

3. The parties agree that any rent to be paid by Skyline Aircraft to the city of Nampa under the Nampa Airport Land Lease shall be prorated as of the date of execution of this Agreement.

4. Sylvan Creek Properties hereby agrees to hold harmless, defend and indemnify Skyline Aircraft from any and all claims, suits or actions arising out of any breach of the Nampa Airport Land Lease by Sylvan Creek Properties.

5. Upon the written request of Sylvan Creek Properties, Skyline Aircraft agrees to execute or join in the execution of any documents or instruments that may be reasonably required by Sylvan Creek Properties and/or third parties, including but not limited to governmental authorities for the development, use and enjoyment of the premises leased as contemplated by this Agreement.

6. All Notices and demands required or permitted under this Agreement shall be in writing, containing the information required by this Agreement to be communicated to any person, personally delivered to such person or sent by certified mail, postage prepaid, or by
reputable overnight air courier service (e.g., Federal Express or United Parcel Service) to such person at the last known address of such person. The earlier of the date of personal delivery or two business days following the date of mailing or the date of delivery to the air courier thereof, as the case may be, shall be deemed the date of receipt of Notice addressed as follows:

Sylvan Creek Properties, LLC  
4900 E. Boise River Lane  
Boise, Idaho 83706

Skyline Aircraft Maintenance, Inc.  
3323 Airport Road  
Nampa, Idaho 83687

SYLVAN CREEK PROPERTIES, LLC

By: Pete Davidson  
Its: ARW - P.O.A.

SKYLINE AIRCRAFT MAINTENANCE, INC.

By: Royal  
Its: President

THE CITY OF NAMPA, an Idaho city municipal corporation, hereby consents to the assignment of the Nampa Municipal Airport Lease Agreement dated the 4th day of August, 2003 by Skyline Aircraft Maintenance, Inc., an Idaho corporation to Sylvan Creek Properties, LLC, an Idaho limited liability company.

By: Tom Dale  
Its: Mayor

By: Colleen Hartnett, Airport Manager

ASSIGNMENT AND ASSUMPTION AGREEMENT- 2
Nampa Municipal Airport Land Lease Agreement

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Nampa Municipal Airport Land Lease Agreement

This lease agreement (the "Agreement") is entered into this 4th day of August, 2003, by and between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor"); and Skyline Aircraft Maintenance, Inc. ("Lessee"). The Director of Public Works for the City of Nampa will designate the authorized agent to administer the provisions of this Agreement.

Witnesseth:

Whereas, Lessor now owns, controls, and operates the Nampa Municipal Airport (the "Airport"), in the City of Nampa, County of Canyon, State of Idaho; and

Whereas, Lessor has authority to enter into tenant agreements for the purpose of leasing property to accommodate public use of the Airport; and

Whereas, Lessee desires to lease a parcel of Airport property;

Now Therefore, in consideration of the rental payments, promises, and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Term of Agreement.
   A Land Lease is hereby granted to the Lessee. The term of this Agreement shall be for thirty (30) years unless terminated earlier under the provisions of this Agreement.

   Commencing Date: __________________________ (Month) _______ (Day) ______ (Year) 2003
   Termination Date: __________________________ (Month) _______ (Day) ______ (Year) 2033

2. Renewal Option.
   The Lessee shall have the right to renew this lease for sequential periods of ten (10) years subject to and contingent upon the Lessee giving written notice to the Lessor not sooner than one (1) year and not less than one hundred and twenty (120) days prior to the termination date of this Agreement. Lessor reserves the right to re-negotiate all terms and conditions of this Agreement upon renewal according to current market conditions.

   During the total period of this Agreement, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises identified and shown on Exhibit A, attached hereto and incorporated herein by reference as set forth in full, together with the right of ingress and egress for Lessee's designated personnel, and for both vehicles and aircraft.

4. Premises Use.
   The development and/or use of any Premises located within the current or future boundaries of the Nampa Municipal Airport shall be consistent with the most recent Airport Master Plan. In addition, Lessee may use and occupy the leased Premises for the purpose(s) of (list all):

   Aircraft Maintenance; Aircraft Sales; Aviation Parts Sales; and Aircraft Rental Storage

During the total period of this Agreement, it is agreed and understood that the Lessee intends to construct at sole expense of Lessee structures and ground improvements upon said leased Premises, which said construction shall be subject to the following conditions:

   a) The construction of all facilities, together with landscaping, fencing and parking, shall be in accordance with plans and specifications approved by the Lessor. When approved, those plans shall be made part of

Lessee Initial: 
Date: __________

Page 2 of 9

Lessor Initial: 
Date: __________
Nampa Municipal Airport Land Lease Agreement

this Agreement. All plans and specifications are subject to Nampa City Ordinance, the Airport Master Plan in effect, and shall be approved by the Nampa Airport Commission and the Nampa City Council.

b) The construction of the facilities shall be commenced on or before the 1st day of September in the year 2003, and completed on or before the 15th day of February, in the year of 2004.

c) All future structure additions shall be subject to prior approval by Lessor.

d) The structure(s) constructed by Lessee under this Agreement shall be the property of Lessee unless otherwise provided in this agreement.

e) Special Conditions:
NONE.

5. Rental Payments.
During the total period of this Agreement, Lessee covenants and agrees to pay annual rent for the Premises on the 1st day of January for that year unless otherwise agreed upon in writing by Lessor. The initial annual rental fee for the Premises shall be $0.13 per square foot of the entire Premises area. Said rental fee may be adjusted periodically by the Lessor. Adjustments to the rental fee shall not be made more frequently than once each year, and each adjustment shall not be an amount greater than the average change in the Consumer Price Index for like sized communities (CPI-U) per year(s) since the previous adjustment. Rental payments not paid within 30 days of the agreed date(s) shall be considered past due and therefore delinquent.

Lease payments to the City of Nampa will be prorated for the remaining duration of the year, 2003, and will commence in the beginning of the month following the final approval by the City, in the amount of one thousand ninety five dollars and ($1,095.00). Lease payments to the City of Nampa will also be prorated for the year 2033.

6. Rights and Obligations of Lessee.

a) The right of ingress and egress to such runways, taxiways, and aprons, now or hereinafter designated by Lessor is subject to all city, state, and federal rules and regulations pertaining to the use of runways, taxiways, and aprons.

b) The right of Lessee to the use of all runways, taxiways, and aprons or access roads shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others.

c) All use and operation on the Premises shall be in strict accordance to all applicable city rules and regulations, including but not limited to the Nampa Municipal Airport Rules and Regulations and current Master Plan.

d) Lessee shall keep and maintain, and repair in reasonable conditions, all property, ground, runways, taxiways, and any and all property belonging to Lessor which may be injured by Lessee in maintaining or operating on said Premises.

e) Outside storage on the leased area, which in the opinion of the Airport Manager creates unsightly or dangerous conditions, shall not be allowed.

f) Lessee shall not permit any person to use any part of the Premises for residential use.

7. Right To Purchase.
Upon termination or expiration of this lease Agreement, Lessee shall remove its personal property, including structures or buildings and restore the Premises to a condition acceptable to Lessor. If the parties have not entered into a renewed lease, or a new lease agreement, and Lessee has not removed its personal property, including structures, buildings, or portions thereof within 120 days of the termination or expiration of this lease Agreement, Lessor shall have the right, but not the obligation, to purchase some or all of the personal property, including structures or buildings, for the sum of One and No/100 dollar ($1.00). Lessee, when paid the above sum, will have no further right or interest in the above described personal property and agrees to execute any and all necessary sale documents, including but not limited to a Bill of Sale, and Lessor shall be entitled to possession and ownership of the personal property. Prior to the exercise of Lessor’s option herein provided for, Lessee shall have the right to sell some or all of its personal property, including structures or buildings to a third party or parties.
8. First Right of Refusal.
Upon early termination of this Agreement, or in the event Lessee determines to sell or otherwise transfer ownership of the structure and/or improvements specified in this agreement, the Lessee shall first offer said structure and/or improvements to Lessor. Lessor shall have thirty (30) days to either accept or reject said offer to purchase.

   a) In the event there is a default by the Lessee in the performance of any of the covenants and agreements herein contained, and in the event the said default results in potential liabilities to the City or in waste and/or damage to leased property, the City may expend such funds as are reasonably necessary to insure the performance of the defaulting event or waste and/or damage in order to protect itself against liability or to protect its property value, and shall charge the same against the Lessee. The Lessee shall pay to the Lessor, in addition to any other sums that is required to pay under the terms of this Lease, said sums expended by the City, together with interest at the rate of 12% per annum on said funds so expended.

   b) Time and the strict and faithful performance of each and every one of the conditions of this Agreement is expressly made the essence of this Agreement. If default is made by the Lessee in paying any part of Lessee's rent when the same shall become due, or default be made by the Lessee in keeping, performing or observing any of the covenants and agreements herein contained and such default shall remain so for a period of sixty (60) days after written notice shall have been sent by certified or registered mail to Lessee as hereinafter provided, then in such event the Lessor may, at the Lessor's election, either in law or equity seek specific performance of this Agreement or may declare said term and Lease forfeited and ended and re-enter said demised Premises to repossess and enjoy the same as in their first estate, and the effect of such default shall in itself, at the election of Lessor, without further notice or demand constitute a forfeiture and termination of this Lease. If the Lessee shall fail to surrender possession of the demised Premises to Lessor, the Lessee shall be deemed guilty of an unlawful and forcible detention of said Premises. If Lessee shall abandon or vacate said Premises, or if this lease be terminated for breach of any of the covenants and agreements herein contained, Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining possession of said Premises from Lessee, including reasonable legal expenses and attorney's fees, and to pay such other expenses as the Lessor may incur in putting the Premises in good order and condition as herein provided, and also to pay all other reasonable and necessary expenses or commissions paid by Lessor in re-leasing the Premises. In the event of notification of default by Lessor to Lessee and Lessee does in fact incur such default, then and in that event Lessee shall pay, in addition to all arrearage existing under the notice of default, the reasonable attorney's fees incurred by Lessor in determination of the default and the notification to the defaulting Lessee.

10. Assignments and Subleases.
This Agreement, in whole or any part thereof, may not be assigned, transferred, or subleased by Lessee, by process of law, or in any other manner whatsoever, without prior written consent of Lessor. No permitted assignment or sublease releases the Lessee of its obligations or alters the primary liability of the Lessee to pay the rent and to perform all other obligations of the Lessee as specified in this Agreement. Any permitted sublease or assignment must comply with all terms and conditions of this Agreement.

Lessor may, at its option, terminate this agreement upon the assignment, transfer, or sublease, without the Lessor’s prior written consent, of all or any part of this Agreement. “Transfer” also includes any change in the ownership of Lessee and/or the voting stock of Lessee.

Lessor may, at its option, terminate this agreement upon any change of the premises use (see paragraph 4) without the Lessor’s prior written consent.

Lessor may, at its option, terminate this Agreement in the event Roy M. Coffelt or Lisa M. Coffelt shall cease to remain responsible for the day-to-day operation of the rights and obligations of Lessee as set forth in this agreement.

Lessee Initial: RC
Date: 7/31/03

Page 4 of 9

Lessor Initial: CRA
Date: 7/31/03
Nampa Municipal Airport Land Lease Agreement

The Lessor reserves the right to enter upon that portion of the leased area outside of the structures which is not covered with asphalt or concrete and perform whatever construction or maintenance is necessary to provide a concrete or asphalt surface at no cost to the Lessee. The Lessor also retains the entire leased area outside the structures as a general utility easement and any surface disturbed by the Lessor in constructing a utility shall be restored to its original condition by the Lessor.

The installation and maintenance of any future improvements to the Premises by Lessee shall first be agreed upon in an amendment or modification to this Agreement.

Lessee shall not engage, and shall not permit others to engage in an operation on the premises that involves the generation, manufacture, refining, transportation, treatment, storage, handling, or disposal of any "hazardous substances" without the prior written consent of Lessor, which may be withheld or granted at Lessor's sole discretion. As used herein, the term "hazardous substance" means any hazardous or toxic substance, material, or waste which is, or becomes regulated by any federal, state, county, or local governmental agency. Lessee agrees to indemnify and hold harmless Lessor against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Agreement.

Lessee agrees to comply with all municipal, state and federal laws, rules, regulations and ordinances and to do all things necessary to stay in compliance with the same. Lessee further agrees to execute any addendums or other requirements as may be imposed by the FAA as a condition of operating the Airport and/or receiving grant funding for Airport projects.

15. Utilities.
It is expressly agreed that prior to start of construction, Lessor shall provide electrical power to the Premises at no charge to Lessee except for a standardized hookup fee set by the Lessor. All other utilities shall be installed at Lessee's own expense, including any hookup fees. It is further agreed that during the full term of this Lease, Lessee shall pay for the use of all water, gas, electricity, power and other utilities used in or about said Premises at Lessee's own cost and expense.

During the total period of this Agreement, Lessor shall pay all real estate taxes and assessments of any kind levied against the land identified as the Premises during the term of this Lease and any extension thereof, and Lessee shall pay any personal property taxes and assessments of any kind levied against Lessee's personal property, promptly, as the same become due.

17. Fire Hazards.
The lessee shall not do anything in the Premises or bring or keep anything therein which will increase the risk of fire, or which will conflict with the regulations of the fire department or any fire laws, or with any fire insurance policies on the buildings, or with any rules or ordinances established by the board of health, or with any municipal, state or federal laws, ordinances or regulations.

18. Labor Contracts and Employees.
The parties hereto expressly covenant and agree that all labor contracts and employment agreements with employees shall be made directly with Lessee and that all such employees shall be deemed solely the employees of Lessee and in no way employees of Lessor. Lessee covenants and agrees to indemnify and hold harmless Lessor of and from any liability for any acts of employees of Lessee or any acts of persons working for Lessee under a labor contract.

19. Right of Inspection.
Lessor shall have the right to enter the demised Premises at any reasonable time to examine the same and to determine the state of repair or alterations which shall or may be necessary for the safety and preservation of the Premises.

Lessee Initial: RC
Date 12/19/03

Page 5 of 9

Lessor Initial: 04/4
Date 7/31/09
Lessee shall not commit any waste or damage to the Premises hereby leased nor permit any waste or damage to be done thereto.

Lessor shall not be liable for any injury or damage which may be sustained by any person or property of the Lessee or any other person or persons resulting from the condition of said Premises or any part thereof, or from the street or subsurface, or from any other source or cause whatsoever, nor shall the Lessor be liable for any defect in the building and structures on said demised Premises, latent or otherwise. Lessee shall indemnify and hold the Lessor, the employee(s) of the Lessor, and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage, or expense resulting from Lessee occupation and use of the Premises and the structures thereon, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons, or by reason of damage to any property caused by the condition of the Premises, the condition of any improvements or personal property in or on the Premises, or the acts or omissions of Lessor or any person in or on the Premises with the express or implied consent of the Lessee.

22. Liability Insurance.
Lessee shall maintain a comprehensive liability insurance policy covering the above demised Premises during the term of this Lease with a responsible insurance company, all at the sole expense of Lessee, in the names and for the benefit of Lessee and Lessor for at least the sum of $500,000.00 single limit coverage. Lessee shall furnish Lessor with a certificate of such liability insurance stating that said insurance is in full force and effect during the term of this Lease or any extension thereof. The liability insurance amount shall be increased in the event the Idaho legislature increases the liability limits of governmental liability to any such increased amounts.

Said insurance shall be with an insurance carrier, or carriers, satisfactory to Lessor, and shall not be subject to cancellation except after at least ten (10) days prior written notice to Lessor. If Lessee fails to comply with this requirement, Lessor may obtain such insurance and keep the same in force and effect, and Lessee shall pay Lessor upon request the premium cost thereof for the term of this Agreement then un-expired.

23. Attorney's Fees.
In the event an action is brought to enforce any of the terms or provisions of this Lease, or enforce forfeiture thereof for default thereof by either of the parties hereto, the successful party to such action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

All notices required to be given to each of the parties hereto under the terms of this Agreement shall be given by depositing a copy of such notice in the United States mail, postage prepaid and registered or certified, return receipt requested, to the respective parties hereto at address listed immediately below, or to such other address as may be designated by writing delivered to the other party. All notices given by certified mail shall be deemed completed as of the date of mailing, except as otherwise expressly provided herein.

Lessor
Nampa Municipal Airport Manager
101 Municipal Drive
Nampa, ID 83687

Lessee
Skyline Aircraft Maintenance, Inc.
3323 Airport Road
Nampa, ID 83687

25. Maintenance.
Lessee shall have sole responsibility for maintenance of the leased Premises and any improvements and/or structures during the total period of this Agreement. Maintenance shall specifically include landscaping and required maintenance (i.e. crack sealing and resurfacing) of the asphalt area as needed, but at least once every five (5) years. Lessee shall maintain all surfaces not covered by asphalt or concrete in a weed free condition and restrict parking from said area unless the area has been excavated to the proper subgrade and backfilled with an amount of gravel as specified by the Lessor.

Lessee Initial: [Signature]
Date: [Date]

Lessor Initial: [Signature]
Date: [Date]
Nampa Municipal Airport Land Lease Agreement

The following obligations are assumed by Lessee and include the following: the Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, over, or under such land and the furnishing of services thereof, no person on the grounds of race, color, or national origin shall use the Premises not in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation. Subtitle A, Office of the Secretary, Part 21. Department of Transportation-Effectuation Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, and to reenter and repossess said land and the facilities thereon. and hold the same as if said Lease had never been made or issued.

27. Amendments and Modification.
This Agreement may be amended and/or modified only by a written instrument signed, dated, and notarized by both Lessor and Lessee.

The provisions and stipulations hereof shall inure to the benefit of and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto.

The use and occupancy of the land shall be subject to the following special provisions:

NONE

30. Recording.
The parties hereto agree that they will not record a copy of this Agreement, Lessee's occupancy of said Premises being notice of Lessee's interest therein, provided however, that a memorandum of lease may be recorded.

In Witness Whereof
The Lessor and Lessee do execute this Lease Agreement the day and year first above written.

Lessor:
The City of Nampa, an Idaho Municipal Corporation
By: Mayor
Attest: City Clerk

Lessee:
Skyline Aircraft Maintenance, Inc.
By: Roy M. Coffelt
By: Lisa M. Coffelt

Lessee Initial: [signature]
Date: 7/31/03

Page 7 of 9

Lessor Initial: [signature]
Date: 7-31-03
Nampa Municipal Airport Land Lease Agreement

Personal Guarantee.

Performance of the terms of this Lease Agreement by Lessee is personally guaranteed by the undersigned personal guarantor(s).

By: Roy M. Coffelt

Date: 7/31/03

By: Lisa M. Coffelt

Date: 7/31/03

Notarizations

State of Idaho )

County of Canyon)

On this 31st day of July in the year of 2003, before me, the undersigned, a Notary for said State, personally appeared

Mayor, City Clerk, and Airport Manager, respectively, of the City of Nampa, known to me or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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)

Residing at Nampa, Idaho

My Commission Expires: 11/3/07

State of Idaho )

County of Canyon)

On this 31st day of July in the year of 2003, before me, the undersigned, a Notary for said State, personally appeared

known to me or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she 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)

Residing at Nampa, Idaho

My Commission Expires: 11/3/07

Lessee Initial: RC

Date: 7/31/03

Lessee Initial: C

Date: 7/31/03
Nampa Municipal Airport Land Lease Agreement

Exhibit A

Nampa Airport Map as depicted below (site not to scale).

Airport Lot #120: 156' wide x 145' deep = 22,620 square foot at $0.13 per square foot
= $2,941.00 per year. (rounded)

Year 2003 Partial payment = 136 days at $8.05 per day
= $1,095.00 (rounded)

Acknowledgement:  

Skyline Aircraft Maintenance, Inc.

Airport Manager

Date: 7-31-03

Lessee Initial:  

Date: 7-21-03

Lessor Initial:  

Date: 7-31-03
MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT FOR RECORDING

THE PARTIES hereto are WARD PARKINSON and SKYLINE AIRCRAFT MAINTENANCE, INC., an Idaho corporation.

AGREEMENT: It is mutually agreed by and between the parties hereto as follows:

Premises. Parkinson shall assign and Skyline Aircraft Maintenance, Inc. shall assume all rights and obligations of Parkinson in the Nampa Airport Land Lease for Airport Lot #120 dated June 5, 2003, herein called “premises” (which term includes all improvements and fixtures thereon together with all water rights appurtenant thereto) situated in the County of Canyon, State of Idaho, and described as follows, to-wit:

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

Other Provisions. This Memorandum is subject to all of the terms and provisions of the formal agreement of the parties dated June 5, 2014, pertaining to the sale and purchase of the premises, which formal agreement is, by this reference, incorporated herein and made a part hereof.

Recorded. It is agreed that this Memorandum may be recorded in the records of Canyon County, Idaho.

Binding Effect. The agreements herein shall apply to and bind the heirs, executors, administrators, successors in interest and assigns of the respective parties.

Dated this 7th day of JUNE, 2014.

Ward Parkinson

SKYLINE AIRCRAFT MAINTENANCE, INC.

By: Roy Coffelt

Approved by the CITY OF NAMPA:

Mayor

Attest: Deputy City Clerk

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT FOR RECORDING - 1
STATE OF IDAHO

County of Canyon

On this 24th day of June, 2014, before me, Lynsey Johnson, a Notary Public, personally appeared WARD PARKINSON known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of Skyline Aircraft Maintenance, Inc., and was so authorized to do so.

(SEAL)

Notary Public for Idaho
Commission expires: 05-22-15

STATE OF IDAHO

County of Canyon

On this 23rd day of June, 2014, before me, Lynsey Johnson, a Notary Public, personally appeared ROY COFFELT, the President of SKYLINE AIRCRAFT MAINTENANCE, INC., an Idaho corporation, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of Skyline Aircraft Maintenance, Inc., and was so authorized to do so.

(SEAL)

Notary Public for Idaho
Commission expires: 05-22-15

STATE OF IDAHO

County of Canyon

On this 23rd day of July, 2014, before me, Doyle M. Reyma, a Notary Public, personally appeared Robert L. Henry & Doris J. Hayward-Roland the Mayor and City Clerk, respectively, of the CITY OF NAMPA, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same on behalf of the City of Nampa and were so authorized to do so.

(SEAL)

Notary Public for Idaho
Commission expires: 10/22/18
EXHIBIT A

A parcel of land situated in the Southwest Quarter of the Northwest Quarter of Section 24, Township 3 North, Range 2 West, City of Nampa, Canyon County, Idaho, being that certain parcel of land as shown on Record of Survey Instrument No. 200342004, Canyon County records, more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 24 as shown on said survey, from which corner, the Northwest corner of said section bears North 00°14'58" East, 2659.83 feet; thence North 42°09'04" East, 1492.53 feet to the POINT OF BEGINNING, from which point, the Northwest corner of said Section 24 bears North 32°30'46" West, 1841.97 feet; thence,

North 00°50'07" East, 145.00 feet; thence
South 89°07'54" East, 155.74 feet; thence
South 00°46'51" West, 145.00 feet; thence
North 89°07'54" West, 155.87 feet to THE POINT OF BEGINNING.
LANDLORD'S CONSENT TO LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS

Borrower: Skyline Aircraft Maintenance, Inc.                     Lender: KeyBank National Association

THIS LANDLORD'S CONSENT TO LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS is entered into among Skyline Aircraft Maintenance, Inc. ("Borrower"), whose address is 3323 Airport Rd, Nampa, ID 83687; KeyBank National Association ("Lender"), whose address is 875 E Parkcenter Boulevard, Boise, ID 83706; and The City of Nampa ("Landlord"), whose address is 411 3rd Street South, Nampa, ID 83651. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows.

COLLATERAL DESCRIPTION. The word "Collateral" means all of Borrower's right, title and interest in and to that certain Nampa Municipal Airport Land Lease Agreement dated August 4, 2003 by and between Borrower and Landlord for that certain real property located at:

3403 Airport Road No. 0120, Nampa, Idaho and further described on the attached Exhibit A.

NOW, THEREFORE, Landlord hereby certifies and agrees as follows:

1. A true, correct and complete copy of the Lease and all amendments thereto is attached as Exhibit B hereto. Landlord is the Landlord under the Lease, and the Lease has not been modified, changed, altered or amended other than as set forth in Exhibit B. The Lease sets forth the entire agreement between Landlord and Borrower relating to the Premises and there are no other agreements, written or oral, between Landlord and Borrower.

2. The Lease is in full force and effect and Landlord is not in default under the Lease; no event has occurred and no condition exists which, with the giving of notice or the lapse of time or both, would constitute a default under the Lease by Landlord; and there exists no outstanding obligation on the part of Landlord under the Lease.

3. As of the date hereof, Borrower is not in default under the Lease; no event has occurred and no condition exists which, with the giving of notice or the lapse of time or both, would constitute a default under the Lease by Borrower; and there exists no outstanding obligation on the part of Borrower under the Lease other than its pro rata share of the property taxes which have not yet become due and payable.

4. The Lease term commenced on August 18, 2003, and expires on August 31, 2033, and contains renewal options for sequential periods of ten (10) years each which may be exercised by Borrower.

5. All payments due Landlord under the Lease through and including the date hereof, including the annual rent payable for the period through December 31, 2018 have been made. The annual rent payable to Landlord under the Lease for the period ending December 31, 2018 is $4,162.00.

6. Landlord acknowledges that Borrower and Lender are relying on the foregoing certifications in connection with the transactions contemplated by the Loan Agreement.

CONSENT OF LANDLORD. Landlord consents to the Leasehold Deed of Trust, Security Agreement and Fixture filing with Assignment of Leases and Rents dated of even date herewith between Borrower and Lender (the "Leasehold Deed of Trust"). If Borrower defaults under the Loan or the Lease, Lender may reassign the Lease, and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld or delayed. While this Agreement is in full force and effect, the Landlord hereby waives the right to terminate the Lease pursuant to section 10 thereof due to Roy M. Coffelt or Lisa M. Coffelt no longer being responsible for the day-to-day operation of the rights and obligations of lessee under the Lease due to Lender exercising any of its rights under the Leasehold Deed of Trust. So long as Lender has not entered the Premises for the purpose of operating a business, Lender will have no liability under the Lease, including without limitation liability for rent. Whether or not Lender enters into possession of the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as lessee under the Lease. While Lender is in possession of the Premises, Lender will cause all payments due under the Lease and attributable to that period of time to be made to Landlord. If Lender later reassigns the Lease or vacates the Premises, Lender will have no further obligation to Landlord.

LEASE DEFAULTS. Both Borrower and Landlord agree and represent to Lender that, to the best of their knowledge, there is no breach or offset existing under the Lease or under any other agreement between Borrower and Landlord. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to
cure the default within a period of sixty (60) days from the receipt of the notice. If the default is one that cannot reasonably be
cured by Lender (such as insolvency, bankruptcy, or other judicial proceedings against Borrower), then Landlord will not
terminate the Lease so long as Landlord receives all sums due under the Lease for the period during which Lender is in possession
of the Premises, or so long as Lender reassigns the Lease to a new lessee reasonably satisfactory to Landlord.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement: This Agreement
shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement.
The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall
extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which
this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement
shall be governed by and construed in accordance with the laws of the State of Idaho. If Landlord is other than an individual, any
agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full
power and authority to execute this Agreement on Landlord’s behalf. Lender shall not be deemed to have waived any rights under
this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the
validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors
on the Loan, or any Collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of
the Loan indebtedness.

AMENDMENTS. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement
of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective
unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

NO WAIVER BY LENDER. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is
given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a
waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a
waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No
prior waiver by Lender, nor any course of dealing between Lender and Landlord, shall constitute a waiver of any of Lender's rights
or of any of Landlord's obligations as to any future transactions. Whenever the consent of Lender is required under this
Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances
where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or
unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to
any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and
enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless
otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the
legality, validity or enforceability of any other provision of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement.
Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States
of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context
may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the
Uniform Commercial Code:

Agreement. The word "Agreement" means this Landlord's Consent to Leasehold Deed of Trust, Security Agreement and
Fixture filing with Assignment of Leases and Rents, as this Landlord's Consent to Leasehold Deed of Trust, Security
Agreement and Fixture filing with Assignment of Leases and Rents may be amended or modified from time to time, together
with all exhibits and schedules attached to this Landlord's Consent to Leasehold Deed of Trust, Security Agreement and
Fixture filing with Assignment of Leases and Rents from time to time.

Borrower. The word "Borrower" means Skyline Aircraft Maintenance, Inc. and includes all co-signers and co-makers
signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Borrower's right, title and interest in and to all the Collateral as described in
the Collateral Description section of this Agreement.

Lease. The word "Lease" means that certain Nampa Municipal Airport Land Lease Agreement of the Premises, dated 4
th day of August, 2003, between Landlord and Borrower.

Lender. The word "Lender" means KeyBank National Association, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or
hereafter existing, and however evidenced.
Note. The word "Note" means the Note dated July __, 2019 and executed by Skyline Aircraft Maintenance, Inc., in the principal amount of $120,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Premises. The word "Premises" means the real property located at 3403 Airport Rd No. 0120, Nampa, Idaho 83687.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S CONSENT TO LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED JULY __, 2019.

[signature page to follow]
BORROWER:

Skyline Aircraft Maintenance, Inc.

By: ________________________________
    Roy M. Coffelt, President

LANDLORD:

The City of Nampa, an Idaho Municipal Corporation

By: ________________________________
    Name: _____________________________
    Title: _____________________________

By: ________________________________
    Name: _____________________________
    Title: _____________________________

LENDER:

KeyBank National Association, a national banking association

By: ________________________________
    Authorized Officer
Exhibit A
Legal Description

All of Skyline Aircraft Maintenance, Inc.’s right title and interest in that certain Nampa Municipal Airport Land Lease Agreement dated August 4, 2003 by and between Skyline Aircraft Maintenance, Inc. and the City of Nampa, a Municipal Corporation of the State of Idaho, and any extensions, renewals or amendments thereof, which covers the following described real property:

A parcel of land situated in the Southwest Quarter of the Northwest Quarter of Section 24, Township 3 North, Range 2 West, City of Nampa, Canyon County, Idaho, being that certain parcel of land as shown on Record of Survey Instrument No. 200342004, Canyon County records, more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 24 as shown on said survey, from which corner, the Northwest corner of said section bears North 00°14'58" East, 2659.83 feet; thence

North 42°09'04" East, 1492.53 feet to the POINT OF BEGINNING, from which point, the Northwest corner of said Section 24 bears North 32°30'46" West, 1841.97 feet; thence,

North 00°50'07" East, 145.00 feet; thence
South 89°07'54" East, 155.74 feet; thence
South 00°46'51" West, 145.00 feet; thence
North 89°07'54" West, 155.87 feet to THE POINT OF BEGINNING.
EXHIBIT B
Nampa Municipal Airport Land Lease Agreement
(attached)
Nampa Municipal Airport Land Lease Agreement

Contents Of This Agreement

Witnesseth:

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3. Premises Leased ................................................................. 2
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5. Rental Payments ................................................................. 3
6. Rights and Obligations of Lessee ................................................................. 3
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Lessee Initial: 
Date: 7/1/03

Lessor Initial: 
Date: 7/1/03
This lease agreement (the "Agreement") is entered into this 4th day of August, 2003, by and between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor"), and Skyline Aircraft Maintenance, Inc. ("Lessee"). The Director of Public Works for the City of Nampa will designate the authorized agent to administer the provisions of this Agreement.

Witnesseth:

Whereas, Lessor now owns, controls, and operates the Nampa Municipal Airport (the "Airport"), in the City of Nampa, County of Canyon, State of Idaho; and

Whereas, Lessor has authority to enter into tenant agreements for the purpose of leasing property to accommodate public use of the Airport; and

Whereas, Lessee desires to lease a parcel of Airport property;

Now Therefore, in consideration of the rental payments, promises, and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Term of Agreement.
A Land Lease is hereby granted to the Lessee. The term of this Agreement shall be for thirty (30) years unless terminated earlier under the provisions of this Agreement.

Commencing Date: August 18, 2003

Termination Date: August 31, 2033

2. Renewal Option.
The Lessee shall have the right to renew this lease for sequential periods of ten (10) years subject to and contingent upon the Lessee giving written notice to the Lessor not sooner than one (1) year and not less than one hundred and twenty (120) days prior to the termination date of this Agreement. Lessor reserves the right to re-negotiate all terms and conditions of this Agreement upon renewal according to current market conditions.

During the total period of this Agreement, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises identified and shown on Exhibit A, attached hereto and incorporated herein by reference as set forth in full, together with the right of ingress and egress for Lessee’s designated personnel, and for both vehicles and aircraft.

4. Premises Use.
The development and/or use of any Premises located within the current or future boundaries of the Nampa Municipal Airport shall be consistent with the most recent Airport Master Plan. In addition, Lessee may use and occupy the leased Premises for the purpose(s) of (list all):

Aircraft Maintenance; Aircraft Sales; Aviation Parts Sales; and Aircraft Rental Storage.

During the total period of this Agreement, it is agreed and understood that the Lessee intends to construct at sole expense of Lessee structures and ground improvements upon said leased Premises, which said construction shall be subject to the following conditions:

a) The construction of all facilities, together with landscaping, fencing and parking, shall be in accordance with plans and specifications approved by the Lessor. When approved, those plans shall be made part of

Lessee Initial: [Signature]
Date: 7/31/03

Lessor Initial: [Signature]
Date: 7/31/03
this Agreement. All plans and specifications are subject to Nampa City Ordinance, the Airport Master Plan in effect, and shall be approved by the Nampa Airport Commission and the Nampa City Council.

b) The construction of the facilities shall be commenced on or before the 1st day of September in the year 2003, and completed on or before the 15th day of February, in the year of 2004.

c) All future structure additions shall be subject to prior approval by Lessor.

d) The structure(s) constructed by Lessee under this Agreement shall be the property of Lessee unless otherwise provided in this agreement.

e) Special Conditions:
NONE.

5. Rental Payments.

During the total period of this Agreement, Lessee covenants and agrees to pay annual rent for the Premises on the 1st day of January for that year unless otherwise agreed upon in writing by Lessor. The initial annual rental fee for the Premises shall be $0.13 per square foot of the entire Premises area. Said rental fee may be adjusted periodically by the Lessor. Adjustments to the rental fee shall not be made more frequently than once each year, and each adjustment shall not be an amount greater than the average change in the Consumer Price Index for like sized communities (CPI-U) per year(s) since the previous adjustment. Rental payments not paid within 30 days of the agreed date(s) shall be considered past due and therefore delinquent.

Lease payments to the City of Nampa will be prorated for the remaining duration of the year, 2003, and will commence in the beginning of the month following the final approval by the City, in the amount of one thousand ninety five dollars and ($1,095.00).

Lease payments to the City of Nampa will also be prorated for the year 2003.

6. Rights and Obligations of Lessee.

a) The right of ingress and egress to such runways, taxiways, and aprons, now or hereinafter designated by Lessor is subject to all city, state, and federal rules and regulations pertaining to the use of runways, taxiways, and aprons.

b) The right of Lessee to the use of all runways, taxiways, and aprons or access roads shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others.

c) All use and operation on the Premises shall be in strict accordance to all applicable city rules and regulations, including but not limited to the Nampa Municipal Airport Rules and Regulations and current Master Plan.

d) Lessee shall keep and maintain, and repair in reasonable conditions, all property, ground, runways, taxiways, and any and all property belonging to Lessor which may be injured by Lessee in maintaining or operating on said Premises.

e) Outside storage on the leased area, which in the opinion of the Airport Manager creates unsightly or dangerous conditions, shall not be allowed.

f) Lessee shall not permit any person to use any part of the Premises for residential use.

7. Right To Purchase.

Upon termination or expiration of this lease Agreement, Lessee shall remove its personal property, including structures or buildings and restore the Premises to a condition acceptable to Lessor. If the parties have not entered into a renewed lease, or a new lease agreement, and Lessee has not removed its personal property, including structures, buildings, or portions thereof within 120 days of the termination or expiration of this lease Agreement, Lessor shall have the right, but not the obligation, to purchase some or all of the personal property, including structures or buildings, for the sum of One and No/100 dollar ($1.00). Lessee, when paid the above sum, will have no further right or interest in the above described personal property and agrees to execute any and all necessary sale documents, including but not limited to a Bill of Sale, and Lessor shall be entitled to possession and ownership of the personal property. Prior to the exercise of Lessor's option herein provided for, Lessee shall have the right to sell some or all of its personal property, including structures or buildings to a third party or parties.
8. First Right of Refusal.
Upon early termination of this Agreement, or in the event Lessee determines to sell or otherwise transfer ownership of the structure and/or improvements specified in this agreement, the Lessee shall first offer said structure and/or improvements to Lessor. Lessor shall have thirty (30) days to either accept or reject said offer to purchase.

   a) In the event there is a default by the Lessee in the performance of any of the covenants and agreements herein contained, and in the event the said default results in potential liabilities to the City or in waste and/or damage to leased property, the City may expend such funds as are reasonably necessary to ensure the performance of the defaulting event or waste and/or damage in order to protect itself against liability or to protect its property value, and shall charge the same against the Lessee. The Lessee shall pay to the Lessor, in addition to any other sums that it is required to pay under the terms of this Lease, said sums expended by the City, together with interest at the rate of 12% per annum on said funds so expended.

   b) Time and the strict and faithful performance of each and every one of the conditions of this Agreement is expressly made the essence of this Agreement. If default is made by the Lessee in payment of any part of Lessee's rent when the same shall become due, or default be made by the Lessee in keeping, performing or observing any of the covenants and agreements herein contained and such default shall remain so for a period of sixty (60) days after written notice shall have been sent by certified or registered mail to Lessee as hereinafter provided, then in such event the Lessor may, at the Lessor's election, either in law or equity seek specific performance of this Agreement or may declare said term and Lease forfeited and ended and re-enter said demised Premises to repossess and enjoy the same as their first estate, and the effect of such default shall in itself, at the election of Lessor, without further notice or demand constitute a forfeiture and termination of this Lease. If the Lessee shall fail to surrender possession of the demised Premises to Lessor, the Lessee shall be deemed guilty of an unlawful and forcible detention of said Premises. If Lessee shall abandon or vacate said Premises, or if this Lease be terminated for breach of any of the covenants and agreements herein contained, Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining possession of said Premises from Lessee, including reasonable legal expenses and attorney's fees, and to pay such other expenses as the Lessor may incur in putting the Premises in good order and condition as herein provided, and also to pay all other reasonable and necessary expenses or commissions paid by Lessor in re-leasing the Premises. In the event of notification of default by Lessor to Lessee and Lessee does in fact incur such default, then and in that event Lessee shall pay, in addition to all arrearage existing under the notice of default, the reasonable attorney's fees incurred by Lessor in determination of the default and the notification to the defaulting Lessee.

10. Assignments and Subleases.
This Agreement, in whole or any part thereof, may not be assigned, transferred, or subleased by Lessee, by process of law, or in any other manner whatsoever, without prior written consent of Lessor. No permitted assignment or sublease releases the Lessee of its obligations or alters the primary liability of the Lessee to pay the rent and to perform all other obligations of the Lessee as specified in this Agreement. Any permitted sublease or assignment must comply with all terms and conditions of this Agreement.

   Lessor may, at its option, terminate this agreement upon the assignment, transfer, or sublease, without the Lessor's prior written consent, of all or any part of this Agreement. "Transfer" also includes any change in the ownership of Lessee and/or the voting stock of Lessee.

   Lessor may, at its option, terminate this agreement upon any change of the premises use (see paragraph 4) without the Lessor's prior written consent.

Lessor may, at its option, terminate this Agreement in the event Roy M. Coffelt or Lisa M. Coffelt shall cease to remain responsible for the day-to-day operation of the rights and obligations of Lessee as set forth in this agreement.
The Lessor reserves the right to enter upon that portion of the leased area outside of the structures which is not covered with asphalt or concrete and perform whatever construction or maintenance is necessary to provide a concrete or asphalt surface at no cost to the Lessee. The Lessor also retains the entire leased area outside the structures as a general utility easement and any surface disturbed by the Lessor in constructing a utility shall be restored to its original condition by the Lessor.

The installation and maintenance of any future improvements to the Premises by Lessee shall first be agreed upon in an amendment or modification to this Agreement.

Lessee shall not engage, and shall not permit others to engage in an operation on the premises that involves the generation, manufacture, refining, transportation, treatment, storage, handling, or disposal of any "hazardous substances" without the prior written consent of Lessor, which may be withheld or granted at Lessor's sole discretion. As used herein, the term "hazardous substance" means any hazardous or toxic substance, material, or waste which is, or becomes regulated by any federal, state, county, or local governmental agency. Lessee agrees to indemnify and hold harmless Lessor against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Agreement.

Lessee agrees to comply with all municipal, state and federal laws, rules, regulations and ordinances and to do all things necessary to stay in compliance with the same. Lessee further agrees to execute any addendums or other requirements as may be imposed by the FAA as a condition of operating the Airport and/or receiving grant funding for Airport projects.

15. Utilities.
It is expressly agreed that prior to start of construction, Lessor shall provide electrical power to the Premises at no charge to Lessee except for a standardized hookup fee set by the Lessor. All other utilities shall be installed at Lessee's own expense, including any hookup fees. It is further agreed that during the full term of this Lease, Lessee shall pay for the use of all water, gas, electricity, power and other utilities used in or about said Premises at Lessee's own cost and expense.

During the total period of this Agreement, Lessor shall pay all real estate taxes and assessments of any kind levied against the land identified as the Premises during the term of this Lease and any extension thereof; and Lessee shall pay any personal property taxes and assessments of any kind levied against Lessee's personal property, promptly, as the same become due.

17. Fire Hazards.
The lessee shall not do anything in the Premises or bring or keep anything therein which will increase the risk of fire, or which will conflict with the regulations of the fire department or any fire laws, or with any fire insurance policies on the buildings, or with any rules or ordinances established by the board of health, or with any municipal, state or federal laws, ordinances or regulations.

18. Labor Contracts and Employees.
The parties hereto expressly covenant and agree that all labor contracts and employment agreements with employees shall be made directly with Lessee and that all such employees shall be deemed solely the employees of Lessee and in no way employees of Lessor. Lessee covenants and agrees to indemnify and hold harmless Lessor of and from any liability for any acts of employees of Lessee or any acts of persons working for Lessee under a labor contract.

19. Right of Inspection.
Lessor shall have the right to enter the demised Premises at any reasonable time to examine the same and to determine the state of repair or alterations which shall or may be necessary for the safety and preservation of the Premises.

Lessee Initial: [Signature]
Date: 7/31/07

Lessor Initial: [Signature]
Date: 7/31/07
Lessee shall not commit any waste or damage to the Premises hereby leased nor permit any waste or damage to be done thereto.

Lessor shall not be liable for any injury or damage which may be sustained by any person or property of the Lessee or any other person or persons resulting from the condition of said Premises or any part thereof, or from the street or subsurface, or from any other source or cause whatsoever, nor shall the Lessor be liable for any defect in the building and structures on said demised Premises, latent or otherwise. Lessee shall indemnify and hold the Lessor, the employee(s) of the Lessor, and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage, or expense resulting from Lessee occupation and use of the Premises and the structures thereon, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons, or by reason of damage to any property caused by the condition of the Premises, the condition of any improvements or personal property in or on the Premises, or the acts or omissions of Lessor or any person in or on the Premises with the express or implied consent of the Lessee.

22. Liability Insurance.
Lessee shall maintain a comprehensive liability insurance policy covering the above demised Premises during the term of this Lease with a responsible insurance company, all at the sole expense of Lessee, in the names and for the benefit of Lessee and Lessor for at least the sum of $500,000.00 single limit coverage. Lessee shall furnish Lessor with a certificate of such liability insurance stating that said insurance is in full force and effect during the term of this Lease or any extension thereof. The liability insurance amount shall be increased in the event the Idaho legislature increases the liability limits of governmental liability to any such increased amounts.

Said insurance shall be with an insurance carrier, or carriers, satisfactory to Lessor, and shall not be subject to cancellation except after at least ten (10) days prior written notice to Lessor. If Lessee fails to comply with this requirement, Lessor may obtain such insurance and keep the same in force and effect, and Lessee shall pay Lessor upon request the premium cost thereof for the term of this Agreement then un-expired.

23. Attorney's Fees.
In the event an action is brought to enforce any of the terms or provisions of this Lease, or enforce forfeiture thereof for default thereof by either of the parties hereto, the successful party to such action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

All notices required to be given to each of the parties hereto under the terms of this Agreement shall be given by depositing a copy of such notice in the United States mail, postage prepaid and registered or certified, return receipt requested, to the respective parties hereto at address listed immediately below, or to such other address as may be designated by writing delivered to the other party. All notices given by certified mail shall be deemed completed as of the date of mailing, except as otherwise expressly provided herein.

Lessor
Nampa Municipal Airport Manager
101 Municipal Drive
Nampa, ID 83687

Lessee
Skyline Aircraft Maintenance, Inc.
3323 Airport Road
Nampa, ID 83687

25. Maintenance.
Lessee shall have sole responsibility for maintenance of the leased Premises and any improvements and/or structures during the total period of this Agreement. Maintenance shall specifically include landscaping and required maintenance (i.e. crack sealing and resurfacing) of the asphalt area as needed, but at least once every five (5) years Lessee shall maintain all surfaces not covered by asphalt or concrete in a weed free condition and restrict parking from said area unless the area has been excavated to the proper subgrade and backfilled with an amount of gravel as specified by the Lessor.

Lessee Initial: PL
Date: 7/31/23

Page 6 of 9

Lessor Initial: GA
Date: 7/31/23
The following obligations are assumed by Lessee and include the following: the Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, over, or under such land and the furnishing of services therein, no person on the grounds of race, color, or national origin shall use the Premises not in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation. Subtitle A. Office of the Secretary, Part 21. Department of Transportation-Effectuation Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

27. Amendments and Modification.
This Agreement may be amended and/or modified only by a written instrument signed, dated, and notarized by both Lessor and Lessee.

The provisions and stipulations hereof shall inure to the benefit of and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereof.

The use and occupancy of the land shall be subject to the following special provisions:

NONE

30. Recording.
The parties hereto agree that they will not record a copy of this Agreement, Lessee’s occupancy of said Premises being notice of Lessee’s interest therein, provided however, that a memorandum of lease may be recorded.

In Witness Whereof
The Lessor and Lessee do execute this Lease Agreement the day and year first above written.

Lessor:

The City of Nampa, an Idaho Municipal Corporation

By:  [Signature]

Mayor

Attest:  [Signature]

City Clerk

By:  [Signature]

Airport Manager

Lessee:

Skyline Aircraft Maintenance, Inc.

By:  [Signature]

Roy M. Coffelt

By:  [Signature]

Lisa M. Coffelt

Lessee Initial:  P.C.

Date:  7/31/03

Page 7 of 9

Lessor Initial:  OA

Date:  7/31/02
Personal Guarantee.
Performance of the terms of this Lease Agreement by Lessee is personally guaranteed by the undersigned personal guarantor(s).

By: Roy Coffelt

By: Lisa M. Coffelt

Date: 7/31/03

Notarizations

State of Idaho
County of Canyon

On this 31st day of July, in the year of 2003, before me, the undersigned, a Notary for said State, personally appeared

TOM DAKE, DIANA LEMBERG, and COLLEEN HARRINGTON
Mayor, City Clerk, and Airport Manager, respectively, of the City of Nampa, known to me or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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 Idaho
Residing at Nampa, Idaho
My Commission Expires: 10/31/07

State of Idaho
County of Canyon

On this 31st day of July, in the year of 2003, before me, the undersigned, a Notary for said State, personally appeared

Roy Coffelt, Lisa Coffelt

known to me or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she 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 Idaho
Residing at Nampa, Idaho
My Commission Expires: 3/31/07

Lease Initial: D.C.
Date: 7/31/03

Lessor Initial: C.A.
Date: 7/31/03
Exhibit A

Nampa Airport Map as depicted below (site not to scale).

Airport Lot #120: 156' wide x 145' deep = 22,620 square foot at $0.13 per square foot
= $2,941.00 per year. (rounded)

Year 2003 Partial payment = 136 days at $8.05 per day = $1,095.00 (rounded)

Acknowledgement:

[Signatures]

Skyline Aircraft Maintenance, Inc.

Airport Manager

Page 9 of 9

Lessee Initial: Date: 7/31/03

Lessor Initial: Date: 7/31/03
# Bank Accounts

**City of Nampa**

**For Month Ended June 2019**

<table>
<thead>
<tr>
<th>Bank</th>
<th>Acct No</th>
<th>Balance</th>
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<tr>
<td>Wells Fargo Medical Trust Checking</td>
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<tr>
<td>Wells Fargo Depository</td>
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<tr>
<td>Wells Fargo HUD</td>
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<tr>
<td>Wells Fargo Utility Billing</td>
<td>1XXXX01451</td>
<td>$ 306,658.25</td>
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<tr>
<td>Wells Fargo Police Special Ops</td>
<td>1XXXX36582</td>
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<tr>
<td>Wells Fargo Police SIU</td>
<td>2XXXX60985</td>
<td>$ 95,556.84</td>
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<tr>
<td>Wells Fargo Parks Impact Fees</td>
<td>6XXXX37001</td>
<td>$ 1,423,130.04</td>
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<tr>
<td>Wells Fargo Police Impact Fees</td>
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<tr>
<td>Wells Fargo Fire Impact Fees</td>
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<td>Wells Fargo Streets Impact Fees</td>
<td>6XXXX37043</td>
<td>$ 645,076.60</td>
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<td>Glacier Family of Banks-Intermountain Claims Acct (workers comp)</td>
<td>2XXXX006613</td>
<td>$ 26,470.35</td>
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<tr>
<td>Wells Fargo Workers Comp Custody Account</td>
<td>2XXXX200</td>
<td>$ 662,000.00</td>
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<tr>
<td>US Bank GO Refunding Bond Series 2012 Bond Fund</td>
<td>2XXXX5000</td>
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</tr>
<tr>
<td>US Bank LID No. 148 Series 2010</td>
<td>1XXXX6000</td>
<td>-</td>
</tr>
</tbody>
</table>

**Idaho Center Accounts:**

- Wells Fargo - ICTickets Trust Account Horse Park | 6XXXX17052| $ 2,591,255.28 |
- Wells Fargo - Idaho Center Operations | 8XXXX57411| $ 198,454.83 |
- Wells Fargo - Id Ctr ATM Bank Account | 1XXXX02561| $ 23,215.08 |

**Civic Center Accounts:**

- Wells Fargo - Civic Center Operations | 7XXXX46329| $ 190,039.03 |
- Wells Fargo - Civic Center Trust Account | 4XXXX41531| $ 53,812.80 |

**City Investment Accounts**

- LGIP 3517 - DEQ - Closed Account June 2019 | 3517| $ - |
- LGIP 3223-LID 148 | 3223| $ 38,905.53 |
- LGIP 2156-Pooled Cash | 2156| $ 10,086,183.90 |
- US Bank Custody Account | 1XXXX88133| $ 57,275,168.92 |
- City of Nampa Municipal LID's | -| $ 379,598.25 |
- Edward Jones Medical Welfare Benefit Plan | 8XX-XX993-1-9| $ 2,246,553.80 |

**Grand Total Cash** | $ 82,184,670.44 |
RESOLUTION NO. 33-2019

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NAMPA, A MUNICIPAL CORPORATION OF IDAHO, AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS. (Work Force Development)

WHEREAS, I.C. §50-907 PROVIDES THAT the City Council must authorize the destruction of records that are not required to be retained as permanent records; such records that have met the minimum retention period provided by the City’s Record Retention Schedule; and such records are no longer required by law or for City business; and

WHEREAS, the City Clerk of the City of Nampa has proposed for destruction of certain records that have exceeded the minimum retention period; and

WHEREAS the approval for the destruction of the below listed records has been obtained from the Idaho State Historical Society, when required, as provided by Idaho Code §50-907; and

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

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

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

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


Approved:


Mayor

Attest:

City Clerk
Destruction of Records
For the Work Force Development Department

All recruitment records prior to July 16, 2017.
TO: Mayor Kling and Nampa City Council
FROM: Darrin Johnson, Parks & Recreation Director
RE: Request of Destruction of Records
DATE: July 15, 2019

In accordance to the City of Nampa Record Retention Policy the Nampa Parks and Recreation Department is requesting authorization to destroy the attached list of records.
RESOLUTION NO. 34-2019

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NAMPA, A MUNICIPAL CORPORATION OF IDAHO, AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS. (Parks and Recreation Department)

WHEREAS, I.C. §50-907 PROVIDES THAT the City Council must authorize the destruction of records that are not required to be retained as permanent records; such records that have met the minimum retention period provided by the City’s Record Retention Schedule; and such records are no longer required by law or for City business; and

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Approved:

Mayor

Attest:

City Clerk
<table>
<thead>
<tr>
<th>TYPE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accident Reports/Incident Reports (Accident Reports)</td>
<td>Before Jan 1, 2011</td>
</tr>
<tr>
<td>In-service meeting minutes</td>
<td>Before Jan 1, 2012</td>
</tr>
<tr>
<td>Kids in Action Program Receipts</td>
<td>Before Jan 1, 2015</td>
</tr>
<tr>
<td>NRC/NRD/Ridgecrest/Centennial Cash Receipts</td>
<td>Before Jan 1, 2015</td>
</tr>
<tr>
<td>NRC Registrations</td>
<td>Before Jan 1, 2011</td>
</tr>
<tr>
<td>Rock Wall Waivers (Group Activity form)</td>
<td>Before Jan 1, 2011</td>
</tr>
<tr>
<td>Weight Room Patron Charts (Group Activity form)</td>
<td>Before Jan 1, 2015</td>
</tr>
<tr>
<td>Time Cards (pay rating results)</td>
<td>Before Jan 1, 2007</td>
</tr>
<tr>
<td>NRC Program files</td>
<td>Before Jan 1, 2012</td>
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<tr>
<td>Payroll</td>
<td>Before Jan 1, 2007</td>
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<tr>
<td>Revenue Reports</td>
<td>Before Jan 1, 2015</td>
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<table>
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<th>TYPE</th>
<th>DATE</th>
</tr>
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<tbody>
<tr>
<td>Parks Reservation Info. (Registrations)</td>
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<tr>
<td>Program/Sports Registrations/Waivers (Registrations)</td>
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<tr>
<td>Recreation Program Receipts (Program Receipts)</td>
<td>Before Jan 1, 2015</td>
</tr>
<tr>
<td>Recreation Program Files, press releases, activity reports, rosters, attendance records (Program Files)</td>
<td>Before Jan 1, 2012</td>
</tr>
<tr>
<td>Accounts Payable Invoices</td>
<td>Before Jan 1, 2015</td>
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</tbody>
</table>
Date: July 8, 2019

To: Mayor Debbie Kling  
    Nampa City Council  
    Doug Racine, Nampa Director of Finance

Fr: Deborah Spille, City Treasurer  

Re: Republic Services Annual Price Adjustment – July 15, 2019 Agenda

The Republic Services annual price adjustment request is attached for your information. The Waste Collection Services Contract, Section 8-E, Duties of the City-Adjustments, states the contractor rates shall be adjusted annually to reflect the change in the Consumer Price Index.

Please contact me if you have any questions or concerns. Thank you.
June 20, 2019

Deborah Spille
Treasurer, City of Nampa
401 3rd Street South
Nampa, Idaho 83651

Dear Ms Spille,

This correspondence is a request for the rate adjustment as outlined in the contract between the city of Nampa and Allied Waste Services of North America, LLC, dba Republic Services of Idaho, which began on October 1, 2013. Based on the enclosed copy of the Consumer Price Index (CPI) for West Urban Wage Earners and Clerical Workers for the previous 12-month period ending May 31, 2019, the calculated base rate adjustment is 2.86%. The price adjustment takes effect for the billing cycle beginning October 1, 2019.

Please find attached a copy of the CPI data from the Department of Labor Statistics’ website. If you have any questions or concerns, please give me a call at 208 685-7750.

Sincerely,

Rodney Remling
Republic Services of Idaho
Business Unit Finance Manager
208-685-7750
CPI-Urban Wage Earners and Clerical Workers (Current Series)
Original Data Value

Series Id: CWUR0400SA0
Not Seasonally Adjusted
Series Title: All items in West urban, urban wage earners and
Area: West
Item: All items
Base Period: 1982-84=100
Years: 2009 to 2019

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<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
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<td>257.519</td>
<td>258.617</td>
<td>261.149</td>
<td>262.808</td>
<td></td>
<td></td>
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</tbody>
</table>

For January 2020

Nampa PI

7.292
2.86%

Source: Bureau of Labor Statistics

Generated on: June 20, 2019 (04:55:08 PM)
MEMORANDUM

TO: Mayor Kling and Nampa City Council
FROM: Darrin Johnson, Parks and Recreation Director & Ynfiniti Sigman, Nampa High School Student
RE: Staff Communications – Experience Midway
DATE: July 15, 2019

On Saturday, July 27 our department will be holding an event at Midway Park. The event will give the community the opportunity to talk to staff and hear about the future plans for Midway Park. The community is invited to come out and see the progress of Midway Park including the new playground and pickleball courts. In addition, we will be offering free pickleball lessons.

Ynfinity Sigman will handle the majority of the communication at the council meeting and share information with the City Council about the upcoming event. Ynfinity, is overseeing the marketing and communication of the “Experience Midway” event as a volunteer. This is Ynfinity’s Senior Project for Nampa Senior High School and we are happy to have her spending part of her summer with us as we strive to serve the community.

Please see the attached news release and flyer.
News Release
Community invited to experience the new development at Midway Park July 27

(July 10, 2019) Nampa Parks & Recreation Department is excited to invite the community to experience Midway Park on Saturday, July 27 at 10:00 a.m. The event celebrates the completion of Phase 1A of the park in Nampa.

Midway Park is located at the corner of Midway Road and Smith Avenue in Nampa. This 52-acre property will be the largest park in Nampa when completed. The first part of Phase 1 includes four baseball/softball fields and a parking lot which opened in the Fall of 2017. The first phase is now completed which includes six outdoor pickleball courts and a large new playground for all ages to enjoy.

The July 27 event will include free pickleball lessons for all ages, the opportunity to learn more about the next phases of the park. You won’t want to miss playing on the new interactive playground!

The first phase of construction started in 2016 and was created with the focus of meeting the needs of Nampa’s youth baseball/softball programs, along with other programs offered at the park throughout the year. Future developments in upcoming years will include a fitness trail, splash pad, multi-purpose field and more baseball/softball fields.

What: Experience Midway
When: July 27, 2019
Time: 10 a.m. to noon
Where: Midway Park (located at the intersection of Midway Rd and Smith Ave)

For more information or questions contact 208-468-5858 or visit us online at nampaparks.org.

###

MEDIA CONTACTS

Cody Swander
Parks Superintendent
208-468-5890
swanderc@cityofnampa.us

Jennifer Vanderpool
Marketing & Admin Director
Nampa Parks & Recreation
208-468-5858
vanderpoolj@cityofnampa.us
Midway is the newest and soon to be biggest up and coming park in Nampa. The park offers pickleball courts, baseball/softball fields, and a new interactive playground.

- Play on the new playground
- Free pickleball lessons for all ages
- Learn more about the future development

July 27 • 10am-Noon
Midway Park
(located at the intersection of Midway Rd and Smith Ave)

FOR MORE INFORMATION CALL 208-468-5858
Nampa Transportation Advisory Group

- Public Works staff is in the process of developing a Nampa Transportation Advisory Group
- The purpose of the group is to provide guidance to the City on how best to develop Nampa’s transportation system
- The group will work on high level objectives and commit time to learn about the transportation system and related technology. Focus areas will be on system planning, funding options and ways to educate and collaborate with citizens about transportation
- A priority goal will be placed on implementing the objectives within the Transportation Master Plan (TMP) and Fiscal Year 2019 Transportation Funding Plan
- Those who participated in the TMP open house events shall assist in developing a key stakeholder list for the group
- Staff will provide ongoing updates to Council and welcomes input or suggestions

Potential Partnership with NNU in Civil Engineering Program

The Public Works Department has recently learned that Northwest Nazarene University (NNU) is considering adding Civil Engineering to its Department of Physics and Engineering program. Staff is very interested in collaborating with NNU in job and internship opportunities and has taken steps to meet with NNU staff (see Exhibit A) and Nampa’s Human Resources about this potential partnership.
July 15, 2019

Professor Steven Parke
Northwest Nazarene University
Department of Physics and Engineering
623 South University Boulevard
Nampa, Idaho 83686

Dear Professor Parke,

The City of Nampa is the largest full-service city in Idaho. As our City continues to grow, so does the need for infrastructure projects in domestic water, pressurized irrigation, wastewater and transportation. With a focus on mentoring new employees and providing diverse opportunities and development of future leaders in Nampa, it is important as public servants to continue to advocate for strong leaders in our community.

With continuing growth, the City is committed to providing local scholars with educational work experience where they are encouraged to grow and gain exposure to the daily challenges and rewards of public service. The City’s Public Works Department (PWD) has recently learned that Northwest Nazarene University (NNU) is considering adding Civil Engineering to its program. City staff is in strong support of NNU developing an engineering program in Nampa. The City’s PWD would be very interested in collaborating with NNU in job and internship opportunities as the program continues to grow.

I would like to meet with you to discuss the vision of the PWD and how the City can move forward with NNU in partnering in a Civil Engineering program. You can contact me via email at pointst@cityofnampa.us, or by phone at 208-468-4423. Thank you.

Sincerely,

Tom Points, P.E.
Public Works Director
**BID AWARD**

FAA AIP-31 GRANT – SEWER EXTENSION
(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.

- Staff received preliminary grant funding in the amount of $718,722.36 from the FAA to construct taxilanes (AIP-31).

- The construction is anticipated to begin in August of 2019

- 363 feet of sewer main line must be extended prior to the taxilane pavement installation. The sewer construction must be completed with City funds. The FAA grant will not cover this portion of the work.

- Public Works solicited bid quotes from two contractors to install the sewer line. The apparent low bidder is Big Bite Construction with a bid of $41,820.50 (see Exhibit A).

- Construction costs will be covered from FY19 Airport operations budget cost savings (snow removal).

- Staff recommends award of the bid for the Airport Sewer Extension project.

**REQUEST:** Award bid and authorize Mayor to sign contract for the Airport Sewer Extension to Big Bite in the amount of $41,820.50.
NAME/ADDRESS:  
City of Nampa  
411 Third Street South  
Nampa, Idaho 83651

PROPOSAL:  
KMAN - Sewer Main Line Extension

<table>
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<tr>
<th>DESCRIPTION</th>
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<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
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</thead>
<tbody>
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<td>$3,400.00</td>
<td>$3,400.00</td>
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<tr>
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<td>363</td>
<td>LF</td>
<td>$50.00</td>
<td>$18,150.00</td>
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<tr>
<td>8&quot; X 6&quot; Traffic Rated Clean Outs</td>
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<td>EA</td>
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<tr>
<td>Water Class Upgrade Over Water Main Line</td>
<td>1</td>
<td>LS</td>
<td>$1,000.00</td>
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</tr>
<tr>
<td>Exploration Dig @ Water Main &amp; Sewer Pressure Main</td>
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<tr>
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<td>CK Engineers - Misc. Eng., Site Visits, Final Certification, Record Drawing Survey, Record Drawing Production and Delivery to City of Nampa.</td>
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We appreciate having the opportunity to offer prices to you, should you have any questions or inquiries, please do not hesitate to contact our office.

Thank You,

Hayden Schelhorn
Estimator
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:

<table>
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<tr>
<th>COST ESTIMATE:</th>
<th>ADMINISTRATION</th>
<th>ENGINEERING</th>
<th>EQUIPMENT</th>
<th>LAND</th>
<th>INSPECTION</th>
<th>CONTINGENCIES</th>
<th>APPRAISALS</th>
<th>CONSTRUCTION</th>
<th>TOTAL COST</th>
</tr>
</thead>
</table>

ADO USE:
REQUEST FOR RIGHT-OF-WAY ENCROACHMENT
Greater Life Church – 504 S Diamond Street

The Greater Life Church, located at 504 S Diamond Street, is requesting a right-of-way encroachment agreement for site improvements including repair of existing stairs to the basement level of the structure and relocation of an exterior pedestrian ramp (see Exhibit A-1). The following facts are associated with this request:

• The existing stairs and ramp in question currently encroach into the public right-of-way without an active agreement. Approving the request for an encroachment agreement at this time will correct existing code compliance related to encroachments within the public right-of-way.

• The City does not own or maintain any utilities within the area of existing/requested encroachment.

• The amount of encroachment into the public right-of-way will not increase as a result of the requested agreement.

• Legal has reviewed and approved the standard encroachment agreement.

• Given the above facts, the Engineering Division supports this request.

REQUEST: Council approve the requested Right-of-Way Encroachment for the Greater Life Church property located at 504 S Diamond Street and allow the Mayor to sign the attached Encroachment Agreement (Exhibit A).
ENCROACHMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of ____________, 2019, by and between the CITY OF NAMPA, a municipal corporation, hereinafter referred to as the “City”, and Greater Life Church, Inc., hereinafter collectively referred to as “Second Party”.

WITNESSETH:

WHEREAS, the City has a public easement on and/or an easement through the following described real property located at 504 S. Diamond St., Nampa, Idaho, Canyon County, which is owned by Second Party, described as:

See attached Exhibit “A-1”

WHEREAS, Second Party desires an encroachment agreement for fixing and updating existing exterior building entrances and ADA ramps, hereinafter referred to as the “improvement,” on Second Party’s above described property, which improvement would encroach upon the City’s easement.

NOW, THEREFORE, in consideration for the City allowing the Second Party to retain the improvement which will encroach upon the City’s easement, the City and the Second Party covenant and agree as follows:

1. The Second Party recognizes that the improvement on the City’s right of way is an encroachment.

2. Upon notification from the City that the encroached area must be utilized by the City for maintenance or construction of utilities, sidewalk or roadway, the Second Party agrees that Second Party will, within 30-days of such notification, remove the encroachment from the City’s easement at Second Party’s expense. In the event the Second Party fails, within such 30-day period to remove the encroachment, the City may cause said encroachment to be removed and the expense of such removal will be borne by the Second Party, who agrees to pay the same. Restoration of the improvement following such maintenance or construction, if practical, shall be the responsibility of Second Party.

3. Notwithstanding anything herein contained to the contrary, the City shall have the right to immediately cancel and terminate this Agreement at any time and without prior notice to Second Party; the City can require the Second Party to permanently remove the improvements, installations or manner of encroachment from the easement at Second Party’s own expense, and if Second Party shall fail to do so within 30 days from City’s notification to Second Party, the City may cause all improvements, installations or manner of encroachment to be removed from the right of way and the expense of said removal will be borne by the Second Party, who agrees to pay the same.

4. Second Party shall construct, maintain and repair the improvement at Second Party’s own cost and expense.

5. In consideration for allowing Second Party to encroach upon its right of way at no charge, Second Party does hereby indemnify and hold the City and its personnel, employees and
EXHIBIT A

agents harmless from any and all liability, loss, claim, demand or action, costs or attorneys fees, by any person and/or entity, or any assigns of any claims, arising from the encroachment upon and use of this easement by Second Party or any persons going onto the easement, whether invitees of Second Party or otherwise.

Second Party expressly executes this Agreement with the intent of relieving the City of any and all liability created by or arising from Second Party’s encroachment upon and use of the easement and hereby discharges the City and its assigns and legal representatives from all claims, demands, causes of action, liability, loss, costs or attorneys fees, and/or any other claim with respect to which this Agreement is executed, that may arise through Second Party, or anyone claiming under Second Party, against the City or its legal representatives, successors and assigns.

Second Party shall indemnify and hold harmless City from any and all claims, damages or liability, direct or indirect, arising out of the encroachment or the improvement within the City’s right of way including, without limitation, i) use of the encroachment or the improvement by Second Party, its customers, employees, agents, assigns, contractors or those persons present at the encroachment for any purpose associated with the Second Party, and ii) damage or loss suffered by Second Party, its encroachment or the improvement, arising from the lawful work of City, its permit-holders, franchisees, agents or contractors, within the right of way.

6. In the event an action is brought to enforce any of the terms or provisions of this Agreement, or enforce forfeiture thereof for default thereof by either of the parties hereto, the successful party to such action or collection shall be entitled to recover from the losing party a reasonable attorney’s fee, together with such other costs as may be authorized by law. In case suit shall be brought for an unlawful detainer, Second Party shall pay to City all costs, expenses and attorney’s fees which shall be incurred by City in obtaining possession of the easement.

7. This Agreement shall be construed under the laws of the State of Idaho. This Agreement shall inure to and bind the respective heirs, legal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto execute this Encroachment Agreement the day and year first above written.

CITY OF NAMPA - APPROVED BY:  

AUTHORIZED SIGNATOR(S):

Deborah Kling, Mayor  

Printed name:  
Title:

Deborah Rosin, City Clerk  

Printed name:  
Title:

Date

Encroachment Agreement  
Page 2 of 4
STATE OF IDAHO  )
  :ss
County of Canyon  )

On this _____ day of _____________, 20________, before me, the undersigned, a Notary Public in and for said State, personally appeared the Mayor of the City of Nampa, Idaho, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the City of Nampa, Idaho, and was so authorized to do so.

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

(SEAL) Notary Public for Idaho
Commission Expires: ________________

STATE OF IDAHO  )
  :ss
County of _________)

On this _____ day of _____________, 20________, before me, the undersigned, a Notary Public in and for said State, personally appeared ________________, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) Notary Public for Idaho
Commission Expires: ________________
STATE OF IDAHO  
:ss
County of __________)

On this _____ day of ____________________, 20__________, before me, the undersigned, a Notary Public in and for said State, personally appeared ________________, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

Notary Public for Idaho
Commission Expires: ________________
**EXHIBIT A-1**

Map

Existing stairs and wall to be fixed. +/-5’ encroachment into E Sheridan Ave right-of-way.

Existing ramp to be relocated and new stair installed. +/-2’ to 5’ encroachment into S Diamond St right-of-way.
Authorize Design-Build Construction Agreement
For the SCADA Irrigation Upgrades Project
(as approved in FY19 budget)

- As part of the City’s Asset Management program, Engineering and Waterworks are developing Supervisory Control and Data Acquisition (SCADA) improvements for the City-wide Pressure Irrigation (PI) system.

- The project will add SCADA to critical PI sites to remotely monitor and record pump operations and water use data.

- City Consultant, Advanced Control Systems (ACS) was selected for this work and with the use of a design-build document prepared by the City Attorney (see Exhibit C). This document was used due to the specialized materials and work to be performed. SCADA systems are unique as a product.

- The SCADA improvements were selected to be installed at four main pump stations Creekside, Midland Park, Kensington II and Lava Springs stations (see Exhibit A).

- Four pump stations will be upgraded with control panels, antenna, cables, and radios to begin collection of data.

- ACS provided a scope of work and labor estimate for design-build services in the amount of $80,589.00 (T&M N.T.E.) to complete design, installation, programming and commissioning of the four sites (see Exhibit B).

- The project has an approved FY19 Water Division budget of $216,000.

- Design will begin immediately, and construction will take place in the fall of fiscal year 2019.

- Engineering staff recommends authorization of the Design-Build Construction Agreement with ACS for the SCADA projects.

REQUEST: Authorize Mayor and Public Works Director to sign the Contract with ACS to provide design-build services for the Pressure Irrigation Supervisory Control and Data Acquisition (SCADA) projects (FY19) in the amount of $80,589.00 (T&M N.T.E.).
SCADA Irrigation Upgrades
Exhibit A

For illustrative purposes only.
7/1/2019
June 6, 2019
Mark David
City of Nampa
Waterworks Division

Subject: Scope of Services for Irrigation Design Builds Creekside, Midland Park, Lava Springs, and Kensington II.

Task Order Number: TBD
Project Name: Nampa Irrigation Design Build X4
Consultant Address: 2540 E Franklin Rd,
Meridian, ID 83642
Consultant Project Manager/Contact Information: Nathan Landreth (208) 891-1729
Contract Amount: $80,589.00
Duration: 6-8 WEEKS (Estimated)

Dear Mark,

Advanced Control Systems, LLC (ACS) is pleased to provide the City of Nampa (the City) the following scope of work and fee for design, engineering and programming (DEP) services related to the NAMPA _DESIGN_BUILD_X4. The intent is to:

- Build and install control panels to integrate irrigation sites (Creekside, Midland Park, Lava Springs, and Kensington II) into owners SCADA system
- Delineate The City and ACS responsibilities
- Provide estimated time duration for each phase of the controls portion of the project
- Provide a cost for the controls

Working with ACS offers the City of Nampa several unique advantages, such as:

- 23 years of experience providing process automation and SCADA system solutions to clients such as Nampa (ID) Water and Wastewater, Mountain Home (ID), JR Simplot Corporation (ID), ConAgra Lamb Weston, Twin Falls (ID), Heinz Ore-Ida, Ontario (OR), Micron Technology, Boise (ID) and over 100 others
- ACS technical experts with decades of SCADA system and electrical design experience industrial controls and specialized knowledge in municipal water and wastewater operations
- A standards based approach which ensures you receive a project scope that will be highly customized to meet your needs and operate to your specifications
- Superior project management capabilities that are available if needed to expedite project implementation when you move forward on the scope of work

We look forward to adding value to your project and organization.

Sincerely,

Rick Patton
BSEE
Director of Marketing and Sales

Background

The irrigation location Creekside, Midland Park, Lava Springs, and Kensington II are not integrated into the Owner SCADA system.
Scope of Work
Build and install control panels to integrate irrigation sites (Creekside, Midland Park, Lava Springs, and Kensington II) into owners SCADA system. AME Electric to be contracted by ACS to install hardware and control components. Work to be completed as per Design Build Exhibit A.

Creekside
- Filter, and Ultramag flow meter already installed by Owner.

Midland Park
- New filter and Ultramag flow meter to be sourced and installed by Owner.

Lava Springs
- Source/Install flow meter insert.
- Low water reset/alarm signals are part of existing control system. ACS will investigate the possibility of integrating them into the PLC. ACS will provide cost estimates for a change order after the control is investigated more.

Kensington II
- Source/Install flow meter insert.
- Low water reset/alarm signals are part of existing control system. ACS will investigate the possibility of integrating them into the PLC. ACS will provide cost estimates for a change order after the control is investigated more.

Project Schedule
ACS is ready to begin work on this project as of 6/10/2019. Programming will begin immediately. Project completion date is contingent on final approval of the City’s designated representative.

We propose that Phase I be completed over a 6-8 week period as follows in Figure 1:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Activity</th>
<th>Scope of Work</th>
<th>Calendar time</th>
</tr>
</thead>
</table>
| I     | Design/Planning | ● Plan, design panel  
● Complete drawings | 1 to 2 weeks |
| II    | Panel Build/ Programming | ● Build panels from drawings  
● Factory Acceptance Testing Milestone  
● Programming PLC/SCADA | 2 to 3 weeks |
| III   | Installation/Commissioning | ● Electrical Subcontractor install panel, conduit and wiring.  
● Complete site commissioning  
● Complete Operational Readiness Testing Milestone | 2 to 3 weeks |

Total time to complete from start to finish (Includes Project Management) 6-8 weeks
Cost
ACS proposes to perform this work in accordance with ACS’s miscellaneous service term agreement with the City. **The fee associated with the project is $80,589.00.** A detailed breakdown of our fee is shown below. ACS has applied special Managers pricing to this bid.

If this scope of work is acceptable, please process a task order under our miscellaneous professional services agreement. We look forward to assisting the City of Nampa. Please contact us if you have any questions on the above scope of work.

Sincerely,

Nathan Landreth
Operations Manager

Fee Breakdown:

<table>
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<tr>
<th>Description</th>
<th>Engineer</th>
<th>Integration Specialist</th>
<th>Project Manager</th>
<th>CAD Draftsman</th>
<th>Logistics Manager</th>
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**Labor Subtotal**  $42,063
## Misc Panel and Instrumentation Equipment

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## Radios

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## Electrical Sub-Contractor

|                | AME Electric | $10,780 |

## Project Costs

<p>| | |</p>
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<tbody>
<tr>
<td>Creekside</td>
<td>$18,620</td>
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<tr>
<td>Midland Park</td>
<td>$18,620</td>
</tr>
<tr>
<td>Lava Springs</td>
<td>$21,598</td>
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<td>Kensington II</td>
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<td><strong>Grand Totals</strong></td>
<td><strong>$80,589</strong></td>
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DESIGN-BUILD CONSTRUCTION AGREEMENT

CITY OF NAMPA, IDAHO
SCADA IRRIGATION UPGRADES
PROJECT NO. PWIR190033

This Design-Build Construction Agreement (“Agreement”) is made this ____ day of ________________, 2019, by and between the City of Nampa, Idaho, an Idaho municipal corporation of 411 Third Street South, Nampa, Idaho 83651 (“Owner”) and Advanced Control Systems, LLC, an Idaho limited liability company of 10400 Overland Road #396, Boise, Idaho 83709 (“Contractor”) for the purpose of Owner hiring Contractor to design and build a system of SCADA integration and radio survey capability for Owner’s municipal irrigation system. Owner and Contractor are sometimes referred to in this Agreement as a “Party” or collectively as the “Parties.”

WHEREAS, Owner operates a municipal irrigation system in Nampa, Idaho and is in need of upgrading its system with a Supervisory Control and Data Acquisition (SCADA) system; and

WHEREAS, Contractor has the ability and experience to design and install such system; and

WHEREAS, Owner conducted a request for proposals for the design-build services contracted for in this Agreement and selected Contractor to perform the Work, hereinafter defined, in compliance with Idaho Code Sections 67-2309 and 67-2806A.

NOW, THEREFORE, the parties agree as follows:

1. **The Work:** The Contractor shall provide all labor, materials, equipment, and services necessary to complete all design and build actions, tasks and functions described in the Scope of Services dated June 6, 2019, which is attached as Exhibit A and incorporated by this reference (“Work”).

2. **Relationship of Parties:** The Contractor represents that it is an independent contractor and that in its performance of the Work it shall act as an independent contractor. Neither the Contractor nor any of its agents or employees shall act on behalf of or in the name of the Owner except as provided in this Agreement unless authorized in writing by Owner.

3. **Contractor’s Representative:** The Contractor’s authorized representative is Nathan Landreth. The contractor’s representative shall possess full authority to receive instructions from the Owner and to act on those instructions. If the Contractor changes its representative or their authority, the Contractor shall immediately notify the Owner in writing.

4. **Owner’s Representative:** The Owner’s representative is Mark David. The Owner’s representative shall be fully acquainted with the project. If the Owner changes its representative or the representative’s authority, the Owner shall immediately notify the Contractor in writing.
5. **Workmanship:** The Work shall be executed in accordance with this Agreement and Exhibit A in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work.

6. **Warranty:**
   
   a. The Contractor warrants that all materials and equipment furnished for the construction of the Work will be new unless otherwise specified, of good quality, in conformance with this Agreement and Exhibit A, and free from defective workmanship and materials.
   
   b. The Contractor further warrants that the Work shall be free from material defects not intrinsic in the design or the materials required in this Agreement or Exhibit A. The Contractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Work was not intended, improper or insufficient maintenance, modifications performed by the Owner or others, or abuse. The Contractor's warranty shall commence on the date of substantial completion of the Work.
   
   c. **Correction of Work Within One Year:** If prior to substantial completion or within one (1) year after the date of substantial completion of the Work any defective Work is found, the Owner shall promptly notify the Contractor in writing. The Contractor shall promptly correct the defective Work at its own cost and time and bear the expense of additional services required for correction of any defective Work for which it is responsible. With respect to any portion of Work first performed after substantial completion, including corrective Work under this section 6(c), the one-year correction period shall be extended by the period of time between substantial completion and the actual performance of the later Work.

7. **Hazardous Materials:** A Hazardous Material is any substance or material identified now or in the future as hazardous under Laws or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or clean-up.
   
   a. The Contractor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances, including Hazardous Material, brought to the worksite by the Contractor, in accordance with the law, this Agreement and Exhibit A and used or consumed in the performance of the Work.
   
   b. This Section 7 shall survive the completion of the Work or any termination of this Agreement.

8. **Cleaning Up:**
   
   a. The Contractor shall regularly remove debris and waste materials at the worksite resulting from the Work. Prior to discontinuing Work in an area, the Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, surplus materials and debris.
b. If the Contractor fails to commence cleanup duties within two (2) business days after written notification from the Owner of non-compliance, the Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due the Contractor.

9. Access to Work: The Contractor shall facilitate the access of the Owner, its employees, representatives and agents to Work in progress.

10. Compliance with Laws: The Contractor shall comply with all laws, ordinances, rules and regulations at its own cost. The Contractor shall be liable to the Owner for all loss, cost, or expense attributable to any acts or omissions by the Contractor, its employees, subcontractors, and agents for failure to comply with laws, ordinances, rules and regulations including fines, penalties, or corrective measures.

11. Owner's Responsibilities:
   a. Owner will perform the services, tasks and obligations assigned to it in Exhibit A.
   b. Any information or services to be provided by the Owner shall be fulfilled with reasonable detail and in a timely manner.
   c. Damage or loss attributable to the acts or omissions of the Owner and not to the Contractor shall be remedied by Owner who may either (a) promptly remedy the damage or loss or (b) accept the damage or loss. If the Contractor incurs additional costs or is delayed due to such loss or damage, the Contractor shall be entitled to an equitable adjustment in the Contract Price and/or date of substantial completion.

12. Time: Contract times, including commencement, substantial completion, final completion and substantive milestones, for this Agreement will be established, documented and appended to this Agreement immediately following the kick-off meeting referred to in Task 1, Sections 1.1 and 1.2 of Exhibit A.

13. Contract Price and Payment:
   a. The Owner shall compensate the Contractor for Work based upon Contractor’s time and materials expended in completing the Work in an amount not to exceed $80,589. The sum of $80,589 may be referred to in this Agreement as the Contract Price.
   b. Contractor shall submit reports and invoices to Owner on a monthly basis as described in Section 1.3 of Exhibit A. The Contract Price will be paid to Contractor in monthly installments as monthly reports and invoices are approved.

14. Changes in the Work: Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order.
a. The Contractor may request or the Owner may order changes in the Work or the timing or sequencing of the Work that impact the Contract Price or schedule. All such changes in the Work shall be formalized in a Change Order.

b. For changes in the Work, the Owner and the Contractor shall negotiate an equitable adjustment to the Contract Price and/or schedule in good faith and conclude negotiations as expeditiously as possible.

15. Notice to Cure and Termination:

a. If the Contractor is in material breach of a provision of this Agreement, the Contractor is in default. If the Contractor fails within seven (7) days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness (notice to cure), the Owner without prejudice to any other rights or remedies may: (a) take possession of the worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to the Contractor; and (d) as the Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge the Contractor, the costs and expenses, including reasonable overhead, profit, and attorneys' fees.

b. If the Owner's costs arising out of the Contractor's failure to cure, including the costs of completing the Work and reasonable attorneys’ fees, exceed the unpaid Contract Price, the Contractor shall be liable to the Owner for such excess costs. If the Owner's costs are less than the unpaid Contract Price, the Owner shall pay the difference to the Contractor. If the Owner exercises its rights under this section, upon the request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner.

c. If the Owner terminates this Agreement for default, and it is later determined that the Contractor was not in default, or that the default was excusable under the terms of this Agreement, then, in such event, the termination shall be deemed a termination for convenience, and the rights of the Parties shall be as set forth in Section 15(d).

d. Termination by Owner for Convenience: Upon written notice to the Contractor, the Owner may, without cause, terminate this Agreement. The Contractor shall immediately stop the Work, follow the Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs. If the Owner terminates this Agreement pursuant to this Section, the Contractor shall be paid (a) for the Work performed to date including overhead and profit; and (b) for all demobilization costs and costs incurred as a result of the termination but not including overhead or profit on Work not performed.

e. If the Owner terminates this Agreement, the Contractor shall execute and deliver to the Owner all papers and take all action required to assign, transfer, and vest in the Owner the rights of the Contractor to all materials, supplies, and equipment for which payment has been or will be made in accordance with the this Agreement and all subcontracts, orders, and commitments which have been made in accordance with the this Agreement; exert reasonable effort to reduce to a minimum the Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination; cancel any subcontracts, orders and
commitments as the Owner directs; and sell at prices approved by the Owner any materials, supplies, and equipment as the Owner directs, with all proceeds paid or credited to the Owner.

f. Contractor's Right to Terminate: Upon seven (7) days' written notice to the Owner, the Contractor may terminate this Agreement if the Work has been stopped for a thirty (30) day period through no fault of the Contractor. In addition, upon seven (7) Days' written notice to the Owner, the Contractor may terminate this Agreement if the Owner materially breaches this Agreement. Upon termination by the Contractor in accordance with this section, the Contractor shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable overhead and profit on Work not performed.

g. Even after termination the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

16. Miscellaneous:

a. Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third-party.

b. Except as to the assignment of proceeds, neither Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

c. This Agreement shall be governed by the law of the state of Idaho.

d. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

e. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

f. The titles given to the sections are for ease of reference only and shall not be relied upon or cited for any other purpose.

g. The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its
terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum.

Advanced Control Systems, LLC

____________________________ 
By: _________________________
Its: __________________________
Date: ________________________

City of Nampa, Idaho

____________________________ 
Mayor Debbie Kling
Date: ________________________

Attest:

____________________________
City Clerk (or Deputy)
Federal Aviation Administration Grant Offer and Sponsor Certifications
for Airport Improvement Program (AIP-31)
(Reviewed and Approved by Legal Counsel)

- In December 2018 the Federal Aviation Administration (FAA) requested a grant application and sponsor certifications for AIP-31 (*Airport Improvement Program*)

- AIP-31 is for the Construct Hangar Taxilanes and Taxiway project at the Nampa Municipal Airport (see vicinity map, Exhibit A)
  - The project is anticipated to take one month to complete
  - Construction is scheduled to begin August 5, 2019

- The total anticipated project cost is $718,722.36
  - FAA grant is 90% $646,850.00
  - State grant is 5% $35,936.12
  - City match is 5% $35,936.24

- Grant match is from the approved fiscal year 2019 Nampa Municipal Airport budget

- In December 2018, City Council authorized the Mayor to sign the FAA Grant Application and Sponsor Certifications for AIP-31

- On June 25, 2019, the Airport Commission met to review the grant offer and sponsor certifications

- Recommendation was made to request Nampa City Council authorize the Mayor to sign the FAA Grant Offer and Sponsor Certifications for Grant AIP-31 (see Exhibit B)

**REQUEST:** Authorize Mayor to sign Federal Aviation Administration Grant Offer and Sponsor Certifications for Airport Improvement Program (AIP-31) Construct Hangar Taxilanes and Taxiways at the Nampa Municipal Airport.
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: ____________

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Exhibit A
June 25, 2019

Mayor Debbie King
City of Nampa
411 3rd Street South
Nampa, ID 83651

Grant Offer, AIP Project No. 3-16-0043-031-2019
Contract No. DOT-FA19NM-2004
DUNS No. 072959430
Nampa Municipal Airport
Nampa, Idaho

Dear Mayor King:

We are enclosing two (2) copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-16-0043-031-2019, Nampa Municipal Airport, Nampa, Idaho. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- The sponsor’s authorized representative must execute the grant, followed by your attorney’s certification, no later than July 16, 2019, in order for the grant to be valid. The attorney’s signature date must be on or after the sponsor’s authorized representative’s signature date.

If the sponsor’s authorized representative is other than the legal signatory for the governing body, then the governing body must provide the Airports District Office with a letter on official letterhead signed by the legal signatory of the organization, or a resolution authorizing the individual to execute the grant.

- You may not make any modification to the text, terms, or conditions of the Grant Offer.

- We ask that you return one executed copy of the Grant Offer in the enclosed envelope. Please keep one (1) executed copy of the grant for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi elnvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 5 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in “inactive” status which will impact future grant offers.
Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and

- Quarterly Performance Reports are due within 30 days from the end of every quarter.

A copy of a "Single Audit Certification Form" is also enclosed. Please complete and return a copy to this office with the executed Grant Agreement. Please make a copy for your files. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by your Airports District Office.

I am the assigned program manager for this grant and I am available to assist you with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project. If you have any questions please contact this office at (406) 449-5271.

Sincerely,

Gary M. Gates, Acting Manager
Helena Airports District Office

Enclosures (4)

cc: Via e-mail
Monte Hasl, Airport Manager
Tom Lemenager, J-U-B Engineers, Inc.
Bill Statham, Idaho Division of Aeronautics
Jennifer Schildgen, Idaho Division of Aeronautics
As a condition of receiving Federal assistance under the Airport Improvement Program, you must comply with audit requirements as established under 2 CFR §200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. For more information on the audit requirements please reference the following web site: https://harvester.census.gov/facweb/.

In accordance with your Airport Improvement Program (AIP) grant agreement, you must provide a copy of your audit to your local Airports District Office (ADO), whether or not there are any significant findings. Please fill out the information below by checking the appropriate line(s), sign, date, and return this form to the FAA local ADO identified at the bottom of the form.

Airport Sponsor Information:

Sponsor Name

Fiscal/Calendar Year Ending

Airport Name

Sponsor's Representative Name

Representative's Title

Telephone

Email

Please check the appropriate line(s):

☐ We are subject to the Single Audit requirements and are taking the following action:

☐ The Single Audit for this fiscal/calendar year has been submitted to the FAA.

☐ The Single Audit for this fiscal/calendar year is attached.

☐ The Single Audit report will be submitted to the FAA as soon as this audit is available.

☐ We are exempt from the Single Audit requirements for the fiscal/calendar noted above.

Sponsor Certification:

______________________________  __________________________
Signature                      Date

Return to:  FAA, Helena Airports District Office
            2725 Skyway Drive, Suite 2
            Helena, MT 59602
GRANT AGREEMENT

PART I — OFFER

Date of Offer: June 25, 2019

Airport/Planning Area: Nampa Municipal

AIP Grant Number: 3-16-0043-031-2019 (DOT-FA19NM-2004)

DUNS Number: 072959430

TO: City of Nampa

(herin called the “Sponsor”)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the “FAA”)

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated December 4, 2018 and amended June 12, 2019, for a grant of Federal funds for a project at or associated with the Nampa Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Nampa Municipal Airport (herein called the “Project”) consisting of the following:

Construct Hangar Access Taxi lanes (C-4 through C-8)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as “the Act”), the representations contained in the Project Application, and in consideration of (a) the Sponsor’s adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor’s acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:
CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $646,850. The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   - $0 for planning
   - $646,850 for airport development or noise program implementation; and,
   - $0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

5. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

7. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 16, 2019, or such subsequent date as may be prescribed in writing by the FAA.

8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request,
all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

10. **System for Award Management (SAM) Registration And Universal Identifier.**

   A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at [http://www.sam.gov](http://www.sam.gov)).

   B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at [http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform)).

11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

12. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

   The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA’s authority to increase the maximum obligation does not apply to the “planning” component of condition No. 1.

   The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

   An informal letter amendment has the same force and effect as a formal grant amendment.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

A. May not be increased for a planning project;

B. May be increased by not more than 15 percent for development projects;

C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

17. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at [http://harvester.census.gov/facweb/](http://harvester.census.gov/facweb/). Provide one copy of the completed audit to the FAA if requested.

18. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR §180.200, the Sponsor must:

A. Verify the non-federal entity is eligible to participate in this Federal program by:
   1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
   2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
   3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

19. **Ban on Texting While Driving.**

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

   1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

   2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

20. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated June 18, 2010, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
21. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal office or employee responsible for oversight of a grant program;
   v. A court or grand jury;
   vi. A management office of the grantee or subgrantee; or
   vii. A Federal or State regulatory enforcement agency.

3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b)

6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

22. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at https://www.congress.gov/bill/115th-congress/house-bill/302/text.

23. Pavement Maintenance Management Program. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:
A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
   a. Location of all runways, taxiways, and aprons;
   b. Dimensions;
   c. Type of pavement; and,
   d. Year of construction or most recent major rehabilitation.

2. Inspection Schedule.
   a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
   b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
   a. Inspection date;
   b. Location;
   c. Distress types; and
   d. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
The Sponsor’s acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

[Signature]

Gary M. Gates
(Typed Name)

Acting Manager, Helena Airports District
Office

>Title of FAA Official)
PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this ________ day of ________, ____________.

City of Nampa
(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:
(Typed Name of Sponsor's Authorized Official)

Title:
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR’S ATTORNEY

I, ______________________, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at __________ (location) this _________ day of ________________, ____________

By: ________________________________
(Signature of Sponsor’s Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.
ASSURANCES
AIRPORT SPONSORS

A. General.

a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

   The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

   Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:


   It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:
**Federal Legislation**


i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))


n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);


w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.


**Executive Orders**

a. Executive Order 11246 - Equal Employment Opportunity

b. Executive Order 11990 - Protection of Wetlands

c. Executive Order 11998 - Flood Plain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs

e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 - Environmental Justice

**FEDERAL REGULATIONS**

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).


c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment


e. 14 CFR Part 150 - Airport noise compatibility planning.


g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.


i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.

j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).


l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.

m. 49 CFR Part 20 - New restrictions on lobbying.

n. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.


q. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

r. 49 CFR Part 27 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
s. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

u. 49 CFR Part 32 - Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

v. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

**SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

**FOOTNOTES TO ASSURANCE C.1.**

1. These laws do not apply to airport planning sponsors.

2. These laws do not apply to private sponsors.

3. 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

4. On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally, it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

5. Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

6. Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

   It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant’s governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:
It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.


It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.


a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor’s interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.


In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy
of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.


With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.


It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.


It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title
49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.


It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.


In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.


a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be
required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport’s aeronautical facilities whenever required;
2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.


It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,
provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental
and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a
manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
   1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
   2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.


It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at
Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**
   a. It will keep up to date at all times an airport layout plan of the airport showing:
      1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
      2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
      3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
      4) all proposed and existing access points used to taxi aircraft across the airport’s property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

   a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary’s design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

   It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

   a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

   b. **Applicability**

      1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor’s program or activities, these requirements extend to all of the
sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The [Name of Sponsor], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."


1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.


a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was
notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.


It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.


The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure...
nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor’s DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner’s expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

1) Describes the requests;

2) Provides an explanation as to why the requests could not be accommodated; and

3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.
Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/20/2018

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars
http://www.faa.gov/regulations_policies/advisory_circulars/

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THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

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MEMO

TO:     Mayor Debbie Kling
FROM:   Tom Points, P.E., Public Works Director
DATE:   July 15, 2019
RE:     Appointment of Nathan Cleaver to Board of Appraisers

Due to an open seat, a press release was issued on June 12, 2019, seeking a new citizen at large for the City of Nampa’s Board of Appraisers (BOA). Interested Nampa residents were invited to apply.

The BOA is comprised of three (3) City of Nampa staff, as well as three (3) citizens at large who are appointed by the Mayor and confirmed by the Nampa City Council. Citizens serve on a rotational basis with staggered four year terms. The Board recommends all water, sewer and irrigation rates, charges and/or fees, conduct hearings, and hear appeals from Nampa utility customers. BOA decisions must be presented to Council for approval.

One application was received and reviewed by two Public Works Department staff members. Staff is pleased to make a recommendation for Nathan Cleaver, P.E., (see Attachment 1) to serve as a citizen at large for the BOA. Nathan is a good citizen, engaged in the community, and a good steward of funds in Nampa.

If you concur with staff’s recommendation of Nathan Cleaver to serve as a citizen at large for the Board of Appraisers, we respectfully ask your appointment before City Council for confirmation.
June 26, 2019

Tom Points, PE  
Public Works Director  
City of Nampa  
411 3rd Street South  
Nampa, ID 83651

Re: New Committee Member Interest – Board of Appraisers

Dear Mr. Points,

In recent years, the City of Nampa has ramped up its capital improvement program, focusing on preventative maintenance activities and completing numerous projects identified in the capital improvement plans. I am interested in applying my experience, knowledge of the industry, and years of living in Nampa to the betterment of the City. As such, I request consideration for the volunteer citizen-at-large position for the Board of Appraisers.

I understand your desire to make your dollars stretch. I bring to the City a unique understanding of your project and funding needs. Additionally, I have working relationship with City staff – that spans two decades – enabling me to understand the issues and to make informed decisions regarding rates and fees.

I am a Professional Engineer and partner in Keller Associates; a civil engineering company with 7 offices in Idaho, Oregon, Washington, and Nevada, and over 120 employees. I have nearly 20 years of experience designing, constructing, and managing water, sewer, and pressure irrigation systems. I am also the Water and Sewer District Engineer for the North Lake Recreational Sewer and Water District (NLRSWD) in Donnelly, Idaho. NLRSWD provides water and sewer services to the entire north end of Cascade Lake including Tamarack Ski Resort.

My resume is enclosed. If you would like more information regarding my experience and qualification, please email me at ncleaver@kellerassociates.com or call me at (208) 484-3843.

Sincerely,

Nathan Cleaver, PE
NATHAN CLEAVER, PE
PROFESSIONAL ENGINEER

Nathan Cleaver is a civil design manager for Keller Associates’ projects throughout the Northwest. Nathan’s experience is hands-on and includes a wide variety of water, wastewater, site, and transportation engineering duties. Early in his career, he completed engineering designs for small commercial and residential developments. While at Keller Associates, he transitioned to heavy civil projects specializing in municipal water/wastewater facilities, large commercial sites, educational facilities, and roadways.

Nathan has extensive experience working in existing wastewater treatment facilities. Relevant wastewater projects include:

- **19 Wastewater Treatment Plants; Role – Site/Yard Piping**
  - Plants located in ID, OR, WA, and WY, with improvements ranging from $4 to $25 million
  - Complex yard piping and earthworks

- **Phase II WWTP Improvements, Jerome, ID; Role – Site Civil Engineer**
  - $25 million wastewater treatment plant upgrade
  - Includes numerous new structures and related improvements
  - Designed site layout, yard piping, excavations, grading, demolition, rock blasting, and sequencing plans

- **WWTP Improvements, Nampa, ID; Role – Site Civil Engineer**
  - New solids handling building, plant drain lift station, and centrate tank
  - Site layout, yard piping, excavations, grading, and demolition plans

- **Solids Handling and Digestion Improvements, Caldwell, ID; Role – Site Civil Engineer**
  - Two new digesters, a digester control building, and associated solids handling improvements
  - Site layout, yard piping, excavations, grading, and demolition plans

- **WWTP Improvements, American Falls, ID; Role – Site Civil Engineer**
  - Headworks upgrades, process basins, sludge and mixed liquor pumping facilities, sludge holding tank, and screw press dewatering facilities

- **WWTP Upgrades, Stayton, OR; Role – Site Civil Engineer**
  - $11 million wastewater treatment plant structures and facilities upgrade
  - Site layout, yard piping, excavations, grading, demolition, and sequencing plans

- **WWTP Upgrades, NLRSWD, Donnelly, ID; Role – Site Civil Engineer**
  - $16 million membrane treatment plant
  - Site layout, yard piping, excavations, and grading plans

- **WWTP Improvements, Clarkston, WA; Role – Site Civil Engineer**
  - Modifications to numerous structures, new UV disinfection building, new anoxic basins, new grit chamber, and a new screening and pumping station
  - Site layout, yard piping, excavations, grading, demolition, and sequencing plans
Relevant irrigation and water projects include the following:

- **North Lake Recreational Sewer and Water District, Donnelly, ID; Role – District Engineer**
  - Membrane Wastewater Treatment Plant
  - Multiple sewer lift stations designs
  - Over 10 miles gravity and pressure sewer, and watermain design
  - Developed standard pump station drawings
  - Designed multiple pressure reducing valve stations

- **Nampa School District, Nampa, ID; Role – Project Manager / Engineer**
  - Planning, permitting, and design of approximately three miles of water and wastewater mainlines to service future school near Belmont area

- **TVWD Grabhorn 5.0 MG Reservoir, Beaverton, OR; Role – Lead Engineer**
  - Provided offsite piping and surface repair design
  - Coordinated closely with design-build contractor

- **Treasure Valley Marketplace, Nampa, ID; Role – Project Manager / Engineer**
  - Infrastructure for the 80-acre commercial shopping center
  - 3,000 gpm regional irrigation pump station, several thousand feet of water (8- to 16-inch diameter), irrigation, and sewer pipeline design

- **Meridian Carlton Waterline Replacement; Role – Site / Yard Piping**
  - Coordination with City staff and designers for design of replacement waterline; evaluated alternative installation technologies
  - Provided recommended revisions to Meridian’s standard general conditions to be more consistent with EJCDC and ISPWC standards

- **Private water and irrigation system; Role – Design Engineer / Project Manager**
  - Over 10 water / irrigation pump station projects, many miles of water and pressure irrigation pipelines
Annexation and Zoning to RS 6 (Single Family Residential – 6,000 sq. ft.) for parcel #1612701000, at the western terminus of High Ave approximately one-hundred-thirty feet (130’) west of N Joseph Dr in Nampa, Idaho for construction of 2 single-family homes (ANN-00120-2019).

Applicant: Mark & Alina Kondratyuk

File No: ANN 120-19

Prepared by: Rodney Ashby

Date: July 9, 2019

Requested Actions: Annexation & Zoning to RS 6 (Single Family Residential – 6,000 sq. ft.)

Purpose: To construct two single-family homes in an in-fill development.

GENERAL INFORMATION

Planning and Zoning History: The property is a .84-acre portion of a 19.2-acre enclave area. The applicant has requested annexation and zoning in order to split the parcel into two (2) lots and construct a single-family home on each lot. The Nampa Planning & Zoning Commission, during their regularly scheduled public hearing of 6/11/2019, voted to recommend approval of the above referenced request, with the following conditions:

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

**Specifically:**

1. A recorded cross access/shared driveway, and utility easement will be required that details each parties’ 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 out have services stubbed to each parcel at his 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 & Meridian Irrigation District regarding the Joseph Drain.

**Status of Applicant:** Owner

**Annexation Location:** 0 Lone Star Rd; a .84 acre or 36,438 sf portion of the SE ¼ of the SE ¼ of Section 20, T3N, R2W, BM)

**Proposed Zoning:** RS 6 (Single Family Residential – 6,000 sq, ft.)

**Total Size:** Approximately .84 acre or 36,590 sf.

**Existing Zoning:** County R2 (Medium Density Residential)

**Comprehensive Plan Designation:** Medium Density Residential

**Surrounding Land Use and Zoning:**
North- Single Family Residential, City RS 6
South- Enclaved Single Family Residential, County – R2
East- Single Family Residential, City- RS 6
West- Enclaved Single Family Residential, County – R2

**Applicable Regulations:** In order for a property to be annexed it must be contiguous with the city limits or be enclaved by other properties so annexed. The parcel connects with the city limits at its north and east boundaries. The parcel is part of a 5-parcel, 19.2-acre enclaved area.

**Existing Uses:** Vacant parcel next to Joseph Drain

---

**SPECIAL INFORMATION**

**Public Utilities:**
6" water main in High Ave.
8" sewer main in High Ave.
2" irrigation line on north and east property line.

Public Services: Police and fire already service city incorporated areas near the location.

Physical Site Characteristics: Existing rural residential parcel used for agricultural purposes and no other development.

Transportation: Access to the property is from High Ave. When split, both properties are proposed to be access via a common/shared drive. A shared use agreement is anticipated.

Correspondence: No correspondence has been received from any area property owners or residents either opposing or supporting the request for annexation and zoning to RS 6. The Nampa Highway District #1 had no comment. The City of Nampa Engineering Division did not oppose the application, but requested the following conditions, as outlined in their May 28, 2019 memo (attached exhibit):

1. Record a cross access maintenance agreement for shared drive.
2. Each parcel shall be provided each city utility prior to development.
3. Access shall be from the west end of High Avenue, and shall be improved with curb, gutter, sidewalk/drive approach, storm drainage designed and connection to existing catch basin, and necessary asphalt.

STAFF FINDINGS AND DISCUSSION

From a land use standpoint, the location is shown on the comprehensive plan “future land use map” as being compatible with the zoning that has been requested. If the Planning & Zoning Commission recommends approval of the requested annexation and zoning the following findings are suggested:

1) The requested annexation parcel connects with the city limits along its north and east boundaries. The parcel is part of a 5-parcel 19.2-acre enclaved area.

2) The area can reasonably be assumed to be available for the orderly development of the city with the city limits having grown into the area and the adjacent lands have been annexed and developed.

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

4) The property owner requested annexation and zoning to RS 6 to develop the property as two separate parcels with single-family homes on each parcel.

RECOMMENDED CONDITIONS OF APPROVAL
Staff suggests the Commission recommend approval of the Annexation and Zoning to the City Council subject to the following engineering required conditions of approval:

1. A recorded cross access/shared driveway, and utility easement will be required that details each parties' 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 out have services stubbed to each parcel at his 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.

ATTACHMENTS

1) Application (page 5)
2) Vicinity map with zoning (page 6)
3) Aerial photo (page 7)
4) Street view of property (page 8)
5) Concept Site Plan (page 9)
7) Agency and other correspondence (pages 12+)
APPLICATION FOR ANNEXATION/ZONING
PLANNING AND ZONING DEPARTMENT
411 3RD STREET S., NAMPA, IDAHO 83651 P: (208) 465-4487 F: (208) 465-2261
Nonrefundable Fee: $452.00 (1 acre or less) Nonrefundable Fee: $910.00 (more than 1 acre)

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Mark Kondratyuk &amp; Alina Kondratyuk</th>
<th>Home Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>923 E Willowbrook Dr</td>
<td>(208) 841-0129</td>
</tr>
<tr>
<td>City</td>
<td>Meridian</td>
<td>Email</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:Mkboise@gmail.com">Mkboise@gmail.com</a></td>
</tr>
<tr>
<td>Property Owner Name</td>
<td>Mark Kondratyuk &amp; Alina Kondratyuk</td>
<td>Home Number</td>
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<td><a href="mailto:Mkboise@gmail.com">Mkboise@gmail.com</a></td>
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</tbody>
</table>

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

ADDRESS OF SUBJECT PROPERTY: TBD High Ave, Parcel #

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 Cals (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

Project Description
➢ State the zoning desired for the subject property: RS 6
➢ State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for the use of the subject property: Infill project from a split piece of county land, (2) single family residential homes roughly 1500 sq ft in size. Lot split in half, with a shared driveway.

Dated this 1st day of May, 2019

Applicant Signature

Notice to Applicant
This application will be referred to the Nampa Planning Commission for a recommendation on the requested zoning. The Planning Commission shall hold a public hearing and will then make its recommendation to the City Council. The City Council will then hold a second public hearing. Notice of the public hearing 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 - 120 - 2019 PROJECT NAME Annex + Zoning to RS 6
Annexation and Zoning to RS6 (Single Family Residential) for construction of single family homes

0 Lone Star Rd (TBD High Ave)

Visit Planning & Zoning at cityofnampa.gov for more info.

ANN-00120-2019 5/21/2019
June 12, 2019

Mark and Alina Kondratyuk
923 E Willowbrook Dr
Meridian, ID 83646

Re: Annexation and Zoning to RS 6 for parcel #1612701000, at the western terminus of High Ave approximately one-hundred-thirty feet (130') west of N Joseph Dr in Nampa, Idaho for construction of 2 single-family homes (ANN-00120-2019).

Dear Mark and Alina Kondratyuk:

The Nampa Planning & Zoning Commission, during their regularly scheduled public hearing of 6/11/2019, voted to recommend approval of the above referenced request. This letter will stand as the Findings of Fact, Conclusions of Law, and Decision required by Idaho Code Section 67-6535. The Planning & Zoning Commission found the following concerning your request:

1) The requested annexation parcel connects with the city limits along its north and east boundaries. The parcel is part of a 5-parcel 19.2-acre enclaved area.

2) The area can reasonably be assumed to be available for the orderly development of the city with the city limits having grown into the area and the adjacent lands have been annexed and developed.

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

4) The property owner requested annexation and zoning to RS 6 to develop the property as two separate parcels with single-family homes on each parcel.

The Planning & Zoning Commission made their decision contingent upon Applicant/Development compliance with the following condition(s):

Generally:

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

Specifically:
1. A recorded cross access/shared driveway, and utility easement will be required that details each parties’ 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 out have services stubbed to each parcel at his 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 & Meridian Irrigation District regarding the Joseph Drain.

Please come prepared to present the project to the Nampa City Council for their consideration of approval on 7/15/2019. Public hearings will begin at 7:00 p.m. in the Nampa City Hall Council Chambers at 411 E 3rd St South, Nampa, ID 83651.

If you should have any questions concerning this matter, please contact me during normal business hours Monday through Friday at (208)468-5457.

Sincerely,

Rodney Ashby, AICP
Principal Planner
City of Nampa Planning & Zoning
asher@cityofnampa.us

ashbyr@cityofnampa.us
June 5, 2019

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

RE: ANN-00120-2019/TBD High Avenue

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 Joseph Drain cuts through this property. The districts easement for the Joseph Drain at this location is a minimum of one hundred feet (100') total, fifty feet (50') 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,

Greg G. Curtis
Water Superintendent
Nampa & Meridian Irrigation District
GGC/tnf

Cc: Office/ file
06 June 2019

Mark Kondratyuk
Alina Kondratyuk
923 E. Willowbrook Dr.
Meridian, ID 83646

RE: Land Use Change Application – TBD High Ave.

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

Dear Mr. and Mrs. Kondratyuk:

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,

Daren R. Coon, Secretary/Treasurer
NAMPA & MERIDIAN IRRIGATION DISTRICT

DRC/cmg

cc: File
Water Superintendent
Nampa City, 411 3rd Street Nampa, ID 83651

enc.
Good morning,

ITD has received application ANN-00120-2019 for review and has no comments.

Thank you,

Sarah Arjona
Development Services Coordinator
ITD District 3
(208) 334-8338

---

From: Shellie Lopez <lopes@cityofnampa.us>
Sent: Tuesday, May 21, 2019 4:25 PM
Subject: [EXTERNAL] ANN-00120-2019

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Good Afternoon! 😊

Re: ANN-00120-2019

Mark and Alina Kondratyuk for construction of single-family homes has requested Annexation and Zoning to RS6 (Single Family Residential – 6,000 sq. ft.) at TBD High Ave. (A .84 acre or 36,438 sq. ft. portion of the SE ¼ of the SE ¼ of Section 20, T3N, R2W, BM).

The Annexation application will go before the Planning & Zoning Commission as a public hearing item on the June 11, 2019 agenda.

Please find attached the ANN-00120-2019 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) no later than May 28, 2018.

Thank you & Have a great day!

Shellie A. Lopez, Planning Administrative Specialist
O: 208.468.4487, F: 208.468.5439
411 3rd Street South, Nampa, ID 83651
Planning and Zoning - Like us on Facebook
Nampa Proud
Date: May 28, 2019

Rev:

To: Planning and Zoning
Cc: Caleb LaClair, P.E., Assistant City Engineer Development
Cc: Daniel Badger, P.E., Nampa City Engineer
Cc: Tom Points, P.E., Nampa City Public Works Director

From: Jim Brooks – Engineering Division

Applicant: Mark & Alina Kondratyuk

Applicant Address: 923 E. Willowbrook Drive, Meridian, Idaho 83646

Owner: Mark & Alina Kondratyuk

Owner Address: 923 E. Willowbrook Drive, Meridian, Idaho 83646

Property Address: TBD High Avenue, Nampa, Idaho 83651

Re: Annexation and Zoning to RS-6 to connect to City water and sewer.

ANN-00120-2019 for June 11, 2019 Planning & Zoning Commission Meeting

Applicant is desirous to be annexed into the City of Nampa for the purpose of creating two residential lots from an existing County parcel, to take advantage of a lot split provision of the City Code, and connect to City Water, Sewer, and Pressure Irrigation. The Engineering Division does not oppose the granting of this request with the following conditions:

General:
>
A recorded cross access/shared driveway, and utility easement will be required that details each parties’ 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 Avenue) 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, see attached utility exhibit.
Storm Drain 275 L.F. 0.55 % - 1

Provide Temporary Drainage Swale
In Asphalt Or Concrete

Note: All elevations are in feet.
Good Morning Shellie,

Nampa Highway District #1 has no comment.

Thank you,
Eddy

---

Eddy Thiel
ROW
eddy@nampahighway1.com
4507 Highway 45 • Nampa, id 83686
TEL 208.467.6576 • FAX 208.467.9916

Good Afternoon! 😊

Re: ANN-00120-2019

Mark and Alina Kondratyuk for construction of single-family homes has requested Annexation and Zoning to RS6 (Single Family Residential – 6,000 sq. ft.) at TBD High Ave. (A .84 acre or 36,438 sq. ft. portion of the SE ¼ of the SE ¼ of Section 20, T3N, R2W, BM).

The Annexation application will go before the Planning & Zoning Commission as a public hearing item on the June 11, 2019 agenda.

Please find attached the ANN-00120-2019 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) no later than May 28, 2018.

Thank you & Have a great day!

Shellie A. Lopez, Planning Administrative Specialist
O: 208.468.4487, F: 208.468.5439
411 3rd Street South, Nampa, ID 83651
Planning and Zoning - Like us on Facebook
NAMPA Proud
Planning & Zoning Department

Before the Mayor and City Council
July 15, 2019

STAFF REPORT – PUBLIC HEARING

Annexation and Zoning to RML (Limited Multiple-Family Residential) at 1111 E. Iowa Ave. for Anthony Sparks for construction of a Fourplex (ANN 121-19).

Applicant: Anthony Sparks

File No: ANN 121-19

Prepared by: Norman L. Holm

Date: July 8, 2019

Requested Action: Annexation & Zoning to RML (Limited Multiple-Family Residential)

Purpose: Applicant indicates that his purpose is to improve the property with a fourplex in-line with the neighboring and surrounding properties (see attached letter).

GENERAL INFORMATION

Planning and Zoning Commission Recommendation: The Planning & Zoning Commission voted to recommend to the City Council denial of the requested RML zoning proposal and recommended approval of the Annexation with Zoning to RD instead, subject to the below specified conditions.

Zoning and Planning History: Presently situated in the County with Single Family Residential use.

Status of Applicant: Owner

Annexation Location: 1111 E. Iowa Ave. (A portion of NE ½, SE ¼ Section 34, T3N, R2W, BM)
Requested Zoning: RML (Limited Multiple-Family Residential), but the Commission voted to recommend denial of the RML zoning request and approval of RD (Two-Family) Residential zoning for the parcel.

Total Size: Approximately .34 acre or 14,938 sq. ft.

Existing Zoning: County R2 (Medium Density Residential)

Comprehensive Plan Designation: Employment Center, but surrounded on north, west, and south sides by Medium Density Residential. Interpreted to be stretchable to be in the Medium Density Residential classification.

Surrounding Land Use and Zoning:
North- Single Family Residential; RD (Two Family Residential)
South- Single Family Residential; RS6 (Single Family Residential – 6,000 sq. ft.)
East- Single Family Residential; Enclaved County R2 (Medium Density Residential)
West- Fourplexes; RD

Applicable Regulations: For a property to be annexed it must be contiguous with the city limits or be enclaved by other properties so annexed. The parcel connects with the city limits on its west and south sides. The parcel is part of a rather large enclaved area enclosed in the city by the annexation of S. Powerline Rd.

Existing Uses: Single family residential parcel with single family dwelling.

SPECIAL INFORMATION

Public Utilities:
8" water main in E. Iowa Ave.
8" sewer main in E. Iowa Ave.
No city irrigation service directly available to the parcel.

Public Services: Police and fire already service city incorporated areas near the location.

Physical Site Characteristics: Larger residential parcel with single family dwelling.

Transportation: Access to the property is from E. Iowa Ave.

Correspondence and Public Hearing Testimony: No correspondence has been received from any area property owners or residents either opposing or supporting the request for annexation and zoning to RML. Arly and Tiffany Wilson of 1119 E. Iowa Ave. expressed their opposition to annexation and zoning to RML or RD. They were mostly concerned about additional traffic, complaints to Police concerning problems with fourplexes, trespassing of apartment dwellers, and trash accumulation. They recommended single level structures only.
STAFF FINDINGS AND DISCUSSION

The location is interpreted as being stretchable to be considered Medium Density Residential on the comprehensive plan future land use map.

The requested RML zone is not an eligible zone under the existing Medium Density Residential comprehensive plan land use setting. The actual residential density for a fourplex on the subject property after the E. Iowa Ave. right-of-way dedication would be 14.52 units/acre which is substantially beyond the allowable residential density for the Medium Density Residential setting of up to 9 units/acre. The most appropriate zone for this annexation request is therefore RD Two Family Residential, as recommended by the Planning and Zoning Commission.

If the City Council accepts the Planning and Zoning Commission recommendation for RD zoning rather than RML zoning the following findings are suggested:

1) The requested annexation parcel connects with the city limits on its west and south lines.

2) The parcel is part of a rather large enclosed area enclosed in the city by the annexation of S. Powerline Rd.

3) The area can reasonably be assumed to be available for the orderly development of the city with the city limits having grown into the area and the adjacent lands have been annexed and developed with RD zoning.

4) The property owner requested annexation and zoning to RML for the establishment of a fourplex on the property.

5) The proposed RML zoning does not conform with the city’s comprehensive plan future land use map for medium density residential land use.

6) The RD (Two Family Residential) zone does conform with the city’s comprehensive plan future land use map for medium density residential land use and would allow for the construction of a triplex rather than a fourplex on the subject property.

RECOMMENDED CONDITIONS OF APPROVAL

Staff recommends that the City Council accept the Planning and Zoning Commission recommendation for approval of the Annexation and Zoning to RD rather than RML subject to the following engineering required conditions:

1) 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 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 that the well and septic systems have been abandoned shall be forwarded to the City of Nampa Engineering Division for the project files.

3) Right-of-way dedication – Required

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

ATTACHMENTS

1) Application (Page 5)

2) Applicant letter (Page 6)

3) Vicinity map with zoning (Page 7)

4) Area current Zoning and Comprehensive Plan Future Land Use maps (Pages 8-9)

5) Aerial view of property (Page 10)

6) Street view of property (Page 11)

7) Planning and Zoning Commission hearing minutes (Pages 12-14)

8) Agency and other correspondence (Pages 15+)
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  ANTHONY SPARKS
Street Address  10001 COUNTRY OAK CT.
City  OAKDALE  State  CA  Zip code  95361
Mobile Number  805.268.4669
Email  ANTHONY.BSPARKS@GMAIL.COM

Property Owner Name  ANTHONY SPARKS
Street Address  10001 COUNTRY OAK CT.
City  OAKDALE  State  CA  Zip code  95361
Mobile Number  805.268.4669
Email  ANTHONY.BSPARKS@GMAIL.COM

Address of Subject Property: 1111 EAST IOWA AVE, NAMPA, ID, 83686

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 Centers (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: RML
➢ State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for
   the use of the subject property: PLEASE SEE ATTACHED LETTER
   'RE: REASON FOR PROPOSED ANNEXATION'

Dated this 10th day of MAY, 2019

Applicant Signature

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

OFFICE USE ONLY
FILE NUMBER: ANN-121-2019  PROJECT NAME: Annex + Zoning to RML

12/11/13 Revised

Page 5
Anthony Sparks
10001 Country Oak Court
Oakdale, CA 95361

May 10, 2019

Nampa Planning & Zoning Department
411 3rd Street South
Nampa, ID 83651

Re: Reason for Proposed Annexation

To Whom It May Concern,

The proposed annexation is being requested in the interest of improving the property with a new multi-unit development; a notable improvement over both the current structure and land use. This development would not only provide increased, new housing but, would also be in-line with the neighboring and surrounding properties that have increasingly been annexed into the city. The proposed plans for a fourplex are currently being drawn up by NeUdesign Architecture.

Best Regards,

Anthony Sparks
Annexation and Zoning to RML (Limited Multiple-Family Residential) for construction of a Fourplex

ANN-00121-2019

5/21/2019

Visit Planning & Zoning at cityofnampa.us for more info.

For illustrative purposes only.
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 four-plex 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 four-plexes, 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.

Keboe 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 Keboe 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.

Nampa Planning and Zoning Commission Meeting – June 11, 2019
Page 6
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 7:55 p.m.

[Signature]
Norman L. Holm, Planning Director

Nampa Planning and Zoning Commission Meeting – June 11, 2019
Page 7
Date: June 4, 2019

To: Planning and Zoning

Cc: Caleb LaClair, P.E., Assistant City Engineer Development
Cc: Daniel Badger, P.E., Nampa City Engineer
Cc: Tom Points, P.E., Nampa City Public Works Director

From: Jim Brooks – Engineering Division

Applicant: Anthony Sparks

Applicant Address: 10001 Country Oak Ct., Oakdale, California 95361

Owner: Anthony Sparks

Owner Address: 10001 Country Oak Ct., Oakdale, California 95361

Property Address: 1111 E. Iowa Avenue, Nampa, Idaho 83686

Re: Annexation and Zoning to RML to redevelop parcel to multi-family units

ANN-00121-2019 for June 11, 2019 Planning & Zoning Commission Meeting

The Engineering Division does not oppose the granting of the request with the following conditions:

General:

➢ 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:
  - Sewer main and service(s)
  - Water main and service(s)
  - Pressure Irrigation main and service
  - Storm drainage-both on and off-site
  - Gravity Irrigation-Either continued delivery to, or wastewater from adjacent properties
Abandonment of any existing domestic well or septic systems will be accomplished under the guidelines established by:
- Domestic Well - the Idaho Department of Water Resources
- Septic Systems – Southwest District Health Department
- 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.

**Access and Right-of-Way**
- Right-of-way dedication - Required
  - East Iowa Avenue - Functional Classification is a local road. Thirty-feet (30’) for half of a future sixty-foot (60’) right-of-way

- At time of development or redevelopment, full frontage improvements are required and will include, but not be limited to-
  - Curb, gutter, and sidewalk
  - Pavement widening and striping as required
  - Landscaping as required
  - Storm drainage

- 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.
- All city utilities are available, see attached utility exhibit.
Utility Map

Basemap
- Road
- Railroad
- Waterway
- Parcel
- Parcel selection

Utility Infrastructure
- Water (Active)
- Fire Line (Active)
- Hydrant
- Domestic Well
- Domestic Valve
- Water Meter
- Pressure Irrigation (Active)
- Irrigation Pump (Active)
- Irrigation Pump (Inactive)
- Irrigation Valve
- Sewer Lift Station
- Sewer Manhole
- Sewer (Active)
- SD (Active)
- SD/Gravity Irrigation (Active)
- SD Catch Basin
- SD Manhole
- SD Sand Grease Trap
- SD Pond
- Telecom Line (Active)
- Telecom Structure (Active)
- Signal Cabinet
- Signal Pole
- Signal Mast Arm
- Streetlight (Active)

Before You Dig!
Call 811
www.digline.com

6/5/2019

1 inch = 200 feet
Original Size: 8.5" x 11"
June 12, 2019

Anthony Sparks
10001 Country Oak Ct.
Oakdale, CA 95361

Subject: Annexation and Zoning to RML (Limited Multiple-Family Residential) at 1111 E. Iowa Ave. (A .34 acre or 14,938 sq. ft. portion of NE ½, SE ¼ Section 34, T3N, R2W, BM) for Anthony Sparks for construction of a Fourplex (ANN 121-19).

Dear Mr. Sparks:

The following is the decision of the Nampa Planning and Zoning Commission on the above matter heard before them on June 11, 2019. This letter will stand as the Findings of Fact, Conclusions of Law and Decision required by Idaho Code Section 67-6535. The Planning and Zoning Commission found the following concerning your annexation and zoning request:

1) The requested annexation parcel connects with the city limits on its west and south lines.
2) The parcel is part of a rather large enclaved area enclosed in the city by the annexation of S. Powerline Rd.
3) The area can reasonably be assumed to be available for the orderly development of the city with the city limits having grown into the area and the adjacent lands have been annexed and developed like this proposal.
4) The property owner requested annexation and zoning to RML for the establishment of a fourplex on the property.
5) The proposed RML zoning does not conform with the city's comprehensive plan future land use map for medium density residential land use.
6) The RD (Two Family Residential) zone does conform with the city's comprehensive plan future land use map for medium density residential land use.

Consequently, the Planning & Zoning Commission voted to recommend to the City Council approval of your Annexation and Zoning to RD rather than RML subject to the following conditions:

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 deliver 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 that the well and septic systems have been abandoned shall be forwarded to the City of Nampa Engineering Division for the project files.

3) Right-of-way dedication – Required
   a. East Iowa Avenue - Functional Classification is a local road. Thirty-feet (30’) for half of a future sixty-foot (60’) 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.

Further consideration, public hearing and final action on the Annexation and Zoning to RD have been scheduled before the City Council on July 15, 2019. You should be present at this hearing to address any questions the City Council may have. Should you have any questions, please feel free to contact me at 468-5446.

Sincerely,

[Signature]
Norman L. Holm, Planning Director
CITY OF NAMPA

cc: Marla Carson
NeUdesign Architecture
725 E. 2nd St.
Meridian ID 83642
ORDINANCE NO. __________

AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS 3500 E. GREENHURST ROAD, COMPRISING APPROXIMATELY 1.33 ACRES, MORE OR LESS, LAY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, IDAHO, AS PART OF THE RD (TWO-FAMILY (DUPLEX) RESIDENTIAL) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; 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 117-19 (Konzek Annexation) at a public hearing held on July 1, 2019.

Section 2. The following described property, commonly known as 3500 E. Greenhurst Road, comprising approximately 1.33 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 RD (Two-Family (Duplex) Residential):

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 RD (Two-Family (Duplex) Residential).

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 RD (Two-Family (Duplex) Residential).

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
Mayor

Attest:

By
City Clerk
EXHIBIT "A"

A parcel of land in the South half of the Southwest quarter of Section 36, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, said parcel being described as follows:

Commencing at the Southwest corner of said Section 36, said corner being a found brass cap in the intersection of Greenhurst Road and Southside Boulevard; thence

South 89°40'00" East, 1,321.06 feet along the South line of said Section 36 (centerline of Greenhurst Road) to the West 1/16 corner on the South line of said Section 36 and the POINT OF BEGINNING; thence

North 89°40'00" West, 109.38 feet to a point in said centerline of Greenhurst Road; thence

North 00°01'30" West, 278.27 feet to a set 1/2-inch rebar; thence

South 89°40'00" East, 208.50 feet to a set 1/2-inch rebar; thence

South 00°01'30" East, 278.25 feet to a set 1/2-inch rebar, in said centerline of Greenhurst Road; thence

North 89°40'24" West, 99.12 feet along said centerline to the POINT OF BEGINNING.

SUBJECT TO an access easement described as follows:

Commencing at the Southwest corner of said Section 36, said corner being a found brass cap in the intersection of Greenhurst Road and Southside Boulevard; thence

South 89°40'00" East, 1,321.06 feet along the South line of said Section 36 (centerline of Greenhurst Road) to the West 1/16 corner on the South line of said Section 36; thence

South 89°40'24" East, 71.12 feet from the West 1/16 corner of said Section 36 and the POINT OF BEGINNING; thence

North 00°01'30" West, 278.26 feet along a line parallel with and 28.00 feet West of the East line of said Parcel No. 2 to a point in the North line of said Parcel No. 2; thence

South 89°40'00" East, 28.00 feet to a set 1/2-inch rebar at the Northeast corner of said Parcel No. 2; thence

South 00°01'30" East, 278.25 feet thence;

North 89°40'24" West, 28.00 feet to the POINT OF BEGINNING.
ORDINANCE NO. ______

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, VACATING THE TEN (10') FOOT PUBLIC UTILITIES, DRAINAGE AND IRRIGATION EASEMENT, LOCATED ALONG THE WEST AND SOUTH SIDES OF LOT 2, BLOCK 2, WITHIN THE BROADMORE COMMERCIAL PARK FIRST ADDITION SUBDIVISION PLAT, AND OF THE FIVE (5') FOOT PUBLIC UTILITIES, DRAINAGE AND IRRIGATION EASEMENT, LOCATED ALONG THE WEST SIDE OF LOT 1, BLOCK 2 OF SAID SUBDIVISION, LOCATED IN THE CITY OF NAMPA, IDAHO, MORE PARTICULARLY DESCRIBED BELOW, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF IN CONFLICT HEREWITH.

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

Section 1: That the ten (10') foot Public Utilities, Drainage and Irrigation Easement, located along the West and South sides of Lot 2, Block 2, within the Broadmore Commercial Park First Addition Subdivision Plat, and the five (5') foot Public Utilities, Drainage and Irrigation Easement, located along the West side of Lot 1, Block 2, of said subdivision, and being more particularly described as follows:

See Exhibit “A,” attached hereto and made a part hereof by this reference.

are no longer necessary or utilized by the City, and that it is deemed expedient for the public good that the aforesaid Public Utilities, Drainage and Irrigation Easements be vacated, closed and discontinued, with all rights returning to the owner of the affected parcel(s).

Section 2: That said Public Utilities, Drainage and Irrigation Easements, described in Section 1 above, be and hereby are VACATED, CLOSED, and DISCONTINUED, with all rights returning the owners of the affected parcel(s), pursuant to the authority set forth in Idaho Code §§ 50-311, 50-1306A and 50-1325, and directing the City Engineer to alter the Use and Area Map accordingly.

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.


Approved:

By ______________________________
Mayor

Attest:

By ______________________________
City Clerk
EXHIBIT “A”

Legal Description

Vacation of the ten (10) foot wide public Utilities, Drainage and Irrigation Easement within the Broadmore Commercial Park First Addition Subdivision Plat, Recorded in Book 16 of Plats, Page 20, running along the west side of Lot 2, Block 2 for 341.93 ft; along the south side of Lot 2, Block 2 for 700.00 ft; and, Vacation of the five (5) foot wide Public Utilities, Drainage and Irrigation Easement along the east side of Lot 2, Block 2 for 297.20 feet and along the west side of Lot 1, Block 2 for 297.20 feet; 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.
ORDINANCE NO. __________

AN ORDNANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, VACATING
THE REMAINING TWENTY-TWO (22') FOOT PORTION OF THE THIRTY-TWO (32')
FOOT GREENBELT EASEMENT RUNNING ALONG THE EASTERLY BOUNDARY
OF THE PROPERTY COMMONLY KNOWN AS 1024 AUGUSTA DRIVE, IN THE CITY
OF NAMPA, IDAHO, WHICH PORTION IS MORE PARTICULARLY DESCRIBED
BELOW, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA
MAP ACCORDINGLY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR
SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS
AND PARTS THEREOF IN CONFLICT HEREWITH.

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

Section 1: That the remaining twenty-two (22’) foot portion of the thirty-two (32’) foot
greenbelt easement, located along the easterly boundary of that property commonly known as 1024
August Drive, in the City of Nampa, Canyon County, Idaho, excluding the northerly twenty-two (22’)
feet thereof, as measured from the northern property line, and being more particularly
described as follows:

See Exhibit “A,” attached hereto and made a part hereof by this reference.

is no longer necessary or utilized by the City, and that it is deemed expedient for the public good
that the aforesaid portion of said utility easement be vacated, closed and discontinued, with
all rights returning to the owner of the affected parcel(s). Vacation of the first ten (10’) feet of
said greenbelt easement was accomplished pursuant to Ordinance No. 2300, recorded as

Section 2: That the portion of said greenbelt easement, described in Section 1 above,
be and hereby is VACATED, CLOSED, and DISCONTINUED, with all rights returning the
owners of the affected parcel(s), pursuant to the authority set forth in Idaho Code §§ 50-311, 50-
1306A and 50-1325, and directing the City Engineer to alter the Use and Area Map accordingly.

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.


Approved:

By ____________________________
Mayor

Attest:

By ____________________________
City Clerk
EXHIBIT "A"

Legal Description

The remaining Easterly twenty two (22) foot of the thirty two (32) foot wide Greenbelt Easement located along the East side of 1024 Augusta Drive, Lot 14, Block 1 of Augusta Subdivision; excepting the Northerly twenty two (22) feet as measured from the North Property line of said lot. Augusta Subdivision found in Book 20, Page 5, Canyon County Book of Plats.

The westerly ten (10) ft of the thirty two (32) foot Greenbelt Easement Vacated via Ordinance 2300 in 1993.
1024 Augusta Drive

Vacate portion of greenbelt easement for swimming pool

VAC-00039-2019

6/10/2019

Visit Planning & Zoning at cityofnampa.us for more info.
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, VACATING A TWENTY-FIVE (25’) FOOT WIDE BY APPROXIMATELY 1,569 FOOT LONG UNDEVELOPED PORTION OF THAT CERTAIN RIGHT-OF-WAY KNOWN AS WILSON AVENUE IN NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF IN CONFLICT HEREWITH.

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

Section 1: That the following described real property, constituting a twenty-five (25’) foot wide by approximately 1,569 foot long undeveloped portion of that certain right-of-way known as Wilson Avenue, 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 right-of-way described in Exhibit “A” revert to the owners of the adjacent parcels of real property, one-half on each side thereof, 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.


Approved:

By ________________________________
Mayor

Attest:

By ________________________________
City Clerk
DESCRIPTION FOR
HEARTLAND TOWNHOMES PROPERTY MGMT LLC PROPERTY
WILLSON 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.
C WILSON AVENUE
CORTLAND PLACE SUB.

POB
C 1/4

N56°40'39"W
46.22'

25.0'

N89°25'12"W
1549.55'

BASIS OF BEARING
S89°25'12"E 1569.71'

S89°25'12"E 2656.99'

S36°15'07"E
31.23'

1/4
S.2
S.1

HALL LYMAN

HEARTLAND TOWNHOMES
PROPERTY MGMT LLC

SCALE: 1" = 40'

EXHIBIT ___ DRAWING FOR
WILSON AVE. RIGHT-OF-WAY VACATION
HEARTLAND TOWNHOMES PROPERTY MGMT LLC

LOCATED IN THE SE 1/4 OF SECTION 2, T.3N., R.2W., B.M.,
CANYON COUNTY, IDAHO

IDAHO
SURVEY
GROUP, LLC

JOB NO.
14-175

SHEET NO.
1

DRAW. DATE
5/22/2019

Page 10
CORRECTED ORDINANCE NO. 4435

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL AMENDING ORDINANCE NO. 4435 OF THE CITY OF NAMPA, PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, ON THE 6TH DAY OF MAY 2019, BY AMENDING EXHIBIT A OF SAID ORDINANCE TO FIX CLERICAL ERRORS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

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

Section 1. That Exhibit “A” of Ordinance No. 4435, passed by the Council of the City of Nampa, Idaho, on the 6th day of May, 2019, be amended as follows:

EXHIBIT “A”
Legal Description

2704 EAST AMITY AVENUE, NAMPA

The South 186.01 feet of the West 136 feet of the Southeast Quarter of the Southeast Quarter, Section 26, Township 3 North, Range 2 West, Boise Meridian,

Canyon County, Idaho.

EXCEPT the South 40.00 feet.

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.


ATTEST:

______________________________  ______________________________
Mayor Debbie Kling                City Clerk (or Deputy)