Call to Order and Pledge to Flag

Invocation – Aaron Berkowitz - First United Presbyterian Church

Roll Call

Proposed Amendments to Agenda

(1) Consent Agenda (Action Items)

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

1-1. Minutes
   a. Regular Council Meeting – September 3, 2019
   b. Special Council Meeting – September 3, 2019
   c. Airport Commission – August 8, 2019

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

1-3. Plat Approvals
   a. Final
      • Subdivision Plat Final Approval for Brownstone Estates Subdivision No. 1 at the southwest corner of Midway and West Karcher Roads (41 single family residential detached lots on 11.71 acres for 3.5 dwelling units per gross acre - a 11.71-acre portion of the NE ¼ of the NE ¼ of Section 13, T3N, R3W, BM) for Kent Brown representing HDP Brownstone Estates LLC (SPF 098-19)
      • Subdivision Plat Final Approval for Brownstone Estates Subdivision No. 2 at the southwest corner of Midway and West Karcher Roads (15 multi-family residential lots on a 3.75-acre portion of the NE ¼ of the NE ¼ of Section 13, T3N, R3W, BM) for Kent Brown representing HDP Brownstone Estates LLC (SPF 099-19)
      • Subdivision Plat Final Approval for Summit Ridge Subdivision No. 2 at the SW corner of W. Greenhurst Rd. and S. Midland Blvd. (A 9.23-acre parcel of land situated in Government Lot 2 of Section 5, T2N, R2W, BM – 30 Single Family Residential Detached lots on 9.23 acres or 3.25 dwelling units/gross acre) for M3 Idaho Greenhurst LLC - Mark Tate (SPF 101-19)

*Or as Soon After 7:00 PM as Each Matter may be Heard
- Subdivision Plat Final Approval for Summit Ridge Subdivision No. 3 at the SW corner of W. Greenhurst Rd. and S. Midland Blvd. (A 16.23-acre parcel of land situated in Government Lots 1 and 2 of Section 5, T2N, R2W, BM – 21 Single Family Residential Detached lots on 16.23 acres or 1.29 dwelling units/gross acre) for M3 Idaho Greenhurst LLC - Mark Tate (SPF 102-19)

b. Preliminary
   - None

c. Short
   - Subdivision Short Plat Approval for Preliminary and Final Plat for Midtown Homes Subdivision, in an RS-6 zoning district at 0 Powell Ave, on the north side of Rosenlof Ave, west of Stampede Dr. (4 Single Family Detached lots on .58 acres for 6.9 dwelling units per gross acre – A part of the SE ¼ of Section 23 T3N R2W BM), for Pavel Struk (SPS-00023-2019)

   - Subdivision Short Plat Approval for Preliminary and Final Plat for The Promised Land Subdivision, (6 Single Family detached lots on 7.44 acres, for 1.24 dwelling units per gross acre – A replat of a portion of Lots 7, 8, and 9 of Home Acres Subdivision No. 14 located in the SW ¼ of Section 33 T3N R2W BM), for Nick Babak (SPS-00022-2019)

1-4. Authorize Public Hearings

a. Annexation and Zoning to RA (Suburban Residential – 30,000 sq. ft minimum lot size) at 700 W Mariah Ave. (A 7.44 acre portion of Lots 7, 8 and 9 of Home Acres Subdivision No. 14 lying within the SW ¼ of Section 33 T3N R2W BM), for the Promised Land Subdivision for Nick Babak. (ANN-00128-2019) Planning and Zoning Commission recommended approval for Annexation with RS-6 [Single Family Residential – 6000 sq. ft minimum lot size] zoning.

b. Annexation and Zoning to RS-6 (Single Family Residential – 6000 sq. ft minimum lot size) at 1700 E Iowa Ave. (A .37 acre of 16,117 sq. ft parcel situated in the NW ¼ of Section 35 T3N R2WBM) for Ronald and Janette Hanson for connection to City water and sewer services and construction of a new home. (ANN-00131-2019)

c. Annexation and Zoning to BC (Community Business) for 1.851 acres or 80,630 sq. ft, and to RS-6 (Single Family Residential – 6000 sq. ft minimum lot size) for .482 acres or 20,996 sq. ft at 2123 N Middleton Rd, located in a portion of the NE ¼ of Section 18 T3N R2W BM for Alfredo Escobedo (ANN-00130-2019)

1-5. Authorize to Proceed with Bidding Process

a. Request Council authorize Engineering Division to proceed with the formal bid process for the Crushed Aggregate for Chip Seal FY20 project
1-6. Authorization for Execution of Contracts and Agreements
   a. Authorization to award the low bid and for the Mayor to sign a construction contract with
      low bidder for an amount up to $85,000 for the Nampa Development Services Center
   b. Authorize Mayor to Sign, (1) Agreement to Waive First Right of Refusal and Terminate
      Lease with Haley Contracting, and (2) Nampa Municipal Airport Land Lease Agreement with
      Robert Elson for Lot 2376

1-7. Monthly Cash Report
   a. August Bank Balances

1-8. Resolutions
   a. Disposal of Surplus Property for Wastewater Department

1-9. Licenses for 2019
   a. Alcohol Renewal
      • None
   b. Alcohol New
      • Family Dollar – 208 Holly Street – Off Premise Beer & Wine

1-10. Miscellaneous items
   a. None

1-11. Approval of Agenda

(2) Proclamations

2-1. Constitution Week

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

Mayor & Council Comments
(3) Agency & Commission Reports

3-1. Nampa Community Reentry Center (CRC)

(4) Staff Communications

4-1. Staff Report – Tom Points
4-2. CompStat Update – Joe Huff

(5) New Business

5-1. **Action Item:** Authorize the Mayor to sign the Amendment to Services Contract Agreement with American Cleaning Service Co. for Janitorial Services at the Nampa Public Library. (FY20)

5-2. **Action Item:** Authorize the Mayor to sign Emergency Resolution declaring the City’s intent to Sole Source the Procurement of the HNPSB Water Infiltration Repairs from Consurco, Inc. and approve bid award

5-3. **Action Item:** Authorize Mayor and/or Public Works Director to execute documents pertaining to the ITD Right-of-Way acquisition of City of Nampa Cemetery Property

5-4. **Action Item:** Award bid to Syblon Reid and Authorize Mayor to sign contract for Aerial Sewer Replacement FY19 (Site 1) project

5-5. **Action Item:** Authorize Mayor to sign the MOU Agreement with Summersby Subdivision HOA to install traffic calming measures on North Midsummers Lane

5-6. **Action Item:** Authorize installation of a “No Parking Zone” along both sides of Broadmore Drive between Shannon Drive and 4th Street North

5-7. **Action Item:** Authorize, (1) Inclusion of Project Group H in Project Group F Progressive Design-Build Contract; and (2) Request for Qualifications (RFQ) Advertisement for the Selection of Progressive Design-Build Teams to Complete Wastewater Treatment Plant Phase II Upgrades Project Group F

5-8. **Action Item:** Authorize Mayor to Sign Amended Agreement for the Lease of Wastewater Treatment Capacity and Connection Fee, and Issue an Industrial Waste Acceptance Permit Addendum for the Leased Capacity with Admiral Beverage Company

5-9. **Action Item:** Authorize Mayor and Public Works Director to Sign Amended Task Order for Additional Consultant Services with Stantec for the Nampa Wastewater Treatment Plant Phase II Upgrades Project Group D - Primary Digester No. 5 and Related Facilities Design

5-10. **Action Item:** 1st Reading of Ordinance for Annexation and Zoning to RS 4 (Single Family Residential – 4,000 sq. ft.) zoning district for Springbrook Subdivision at 1104, 1210, 1306, and 1318 Lone Star Rd. (59 single family detached lots on 13.73 acres for 4.3 dwelling units per gross acre - a parcel of land being a portion of the SE ¼ SE ¼ of Section 20, T3N, R2W, BM) for Lanco, Inc. (ANN 126-19)
5-11. **Action Item:** Resolution for Republic Services construction and demolition disposal fee increase

(6) Public Hearings

6-1. **Action Item:** Republic Services Request for New Extra Haul Services and Rates based on Canyon County Solid Waste Fee Schedule

6-2. **Action Item:** Annexation and Zoning to IL (Light Industrial) zoning district for manufacturing facilities at 39 N. Picard Lane (A 7.83 acre or 341,054 sq. ft. portion of SE ¼ of Section 24, T3N, R2W, BM - Tax 19044 in the S ½) for Tom Hines (ANN 127-19)

6-3. **Action Item:** Rescission of Annexation and Zoning Development Agreement between Trust 1 LLC and the City of Nampa recorded 9/12/2006 as Inst. No. 200674066 repealing the Development Agreement applicable to the property at 17155 and 17175 Star Road (On the west side of Star Road north of Cherry Lane being a 20.12 acre portion of the N ½ of the SE ¼ of the SE ¼ of Section 6, T3N, R1W, BM) for the City of Nampa Planning and Zoning Department. (DAMO 032-19)

6-4. **Action Item:** Variance of required 14,000 sq. ft. lot area for construction of a fourplex in an RD (Two-Family Residential) zoning district at 1111 E. Iowa Ave. on a 12,000 sq. ft. lot after right-of-way dedication (A .34 acre or approximate 12,000 sq. ft. portion of NE ½, SE ¼ Section 34, T3N, R2W, BM) for Anthony Sparks (VAR 079-19)

6-5. **Action Item:** Annexation and Zoning to RS 4 (Single Family Residential – 4,000 sq. ft.) zoning district for Springbrook Subdivision at 1104, 1210, 1306, and 1318 Lone Star Rd. (59 single family detached lots on 13.73 acres for 4.3 dwelling units per gross acre - a parcel of land being a portion of the SE ¼ SE ¼ of Section 20, T3N, R2W, BM) for Lanco, Inc. (ANN 126-19)

(7) Unfinished Business

7-1. **Action Item:** 1st Reading of Ordinance Correcting Ordinance 4396

7-2. **Action Item:** Authorize summary of publication for preceding ordinance

(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)

8-4. 1st reading of Ordinances for 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) (PH was 7-15-2019)

8-5. 1st reading of Ordinances for 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. for Dean Anderson. (ANN 122-19, ZMA 107-19) (PH was 8-5-2019)

8-6. 1st reading of Ordinances for Annexation and Zoning to RA (Suburban Residential) for 2.30 acres or 100,188 sq. ft. located at 1460 Lake Lowell Ave 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) (PH was 8-19-2019)

8-7. Annexation and Zoning to RS6 (Single Family Residential – 6,000 sq. ft.) zoning district for Calvary Springs Subdivision at 1713 E. Iowa Ave. (64 single family detached lots on 16.79 acres for 3.81 dwelling units per gross acre - a 16.79-acre or 731,372 sq. ft. portion of the NW ¼ SW ¼ Section 35, T3N, R2W, BM) for Kent Brown representing Trilogy Idaho. The Planning and Zoning Commission recommended approval (ANN 123-19) (PH was 9-3-2019)

8-8. Vacation of the road right-of-way in the Amended Plat of Elmwood Place Addition lying between Lot B - 523 18th Ave. No., and Lot C – 611 18th Ave. No. for Ludmila and Viktor Dudlya (VAC 041-19). (PH was 9-3-2019)

(9) Executive Sessions

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

Next Meeting

Regular Council at 6:00 PM – Monday October 7, 2019 - City Council Chambers

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

♦ Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council and do not necessarily represent the religious beliefs or views of the Council in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to participate actively in the business of the Council. Copies of the policy governing invocations and setting forth the procedure to have a volunteer deliver an invocation are available upon written request submitted to the City Clerk
Mayor Kling called the meeting to order at 6:00 p.m.

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

❖ (1) Consent Agenda (Action Items) ❖

MOVED by Haverfield and SECONDED by Skaug to approve the Consent Agenda as presented; Item #1-1. - Regular Council Minutes of August 19, 2019; Special Council meeting of August 19 and August 26, 2019; Bicycle and Pedestrian Advisory Committee Minutes; Board of Appraisers Minutes of August 22, 2019; Airport Commission Minutes; Planning & Zoning Commission Minutes of August 13, 2019; Library Commission Minutes; Mayors Summer Town Hall Meeting Minutes of August 14, 2019; Item #1-2. - The Nampa City Council dispenses with the three (3) reading rule of Idaho Code § 50-902 for all ordinances; Item #1-3. - Final and Preliminary Plat Approvals: 1) Subdivision Final Plat Approval for Gemstone Subdivision at 3615 Southside Blvd. (16 single family detached lots on 5 acres for 3.2 dwelling units per gross acre – 5 acre or 217,800 sq. ft portion of the SE ¼ Section 20 T2N R2W BM), for Mason and Associates representing Lanco, Inc. (SPF-00096-2019); 2) Subdivision Final Plat Approval for Laguna Farms Subdivision No. 1 at 16852 N Idaho Center Blvd, north of the CWI Campus (45 multi-family residential lots and 2 commercial lots on a 15.42 acre portion of the NW ¼ of Section 7 T3N R1W BM), for Kent Brown representing Fig Laguna Farms, LLC (SPF-00097-2019); 3) Request for 1st Extension of Subdivision Final Plat Approval for Hartland Subdivision No. 1 at 0 Northside Blvd, on the east side of Northside Blvd, north of Ustick Rd, in an RS-7 (Single Family Residential – 7000 sq. ft) zoning district. (75 Single Family Residential dwellings on 225.2 acres for 2.97 dwelling units per gross acre – Located in the SW ¼ of Section 34 T4N R2W BM), for Ron Walsh/Lori Sanderson – Hartland Subdivision LLC (SPF-00062-2018). Request to extend 08/20/2018 approval which expires 08/20/2019 to 08/20/2020; 4) Subdivision Short Plat Approval for East Iowa Subdivision in an RD (Two-family Residential) zoning district at 1017, 1021, 1025, and 1029 E Iowa Ave. (3 Fourplexes and 1 Triplex on 1.25 acres for 12 dwelling units per gross acre – A part of the SE ¼ of Section 34 T3N R2W BM), for Wolf Building Co, LLC, Blake Wolf (SPS-00021-2019); Item #1-4. - Authorize Public Hearings: 1) Zoning Map Amendment from RA (Suburban Residential) to RS-6 (Single Family Residential – 6,000 sq. ft, at 409 S Midland Blvd, for a .71 acre or 30,747 sq. ft portion of the SE ¼ of Section 29 T3N R2W BM, for Christopher K Shultze (ZMA-00111-2019); 2) Annexation and Zoning to the adjacent RS-7 (Single Family Residential – 7000 sq. ft), RS-8.5 (Single Family Residential – 8,500 sq. ft), or RS-22 (Single Family Residential – 22,000 sq. ft) zoning district for Lake Lowell Avenue located in the NW ¼ of Section 31 and the SW ¼ of Section 30 T3N R2W BM, Canyon County, being the northerly 25 ft of said NW ¼ of Section 31 ft and the southerly 25 ft of said SW ¼ of Section 30 (50 ft x 2,640 feet – 3.03 acres, or 132,000 sq. ft), for the City of Nampa (ANN-00129-2019) Item #1-5. - Authorize to Proceed with Bidding Process: 1) Request Council authorize Engineering Division to proceed with the formal bid process for the Water Electrical Improvements FY19 project; 2) Request Council authorize Engineering Division to proceed with the formal bid process for the Irrigation Electrical Improvements FY19 project; Item #1-6. - Authorization for execution of Contracts and Agreements: 1) Request Council approve public utility easement encroachment for property located at 3137 Avondale Ave Authorize Mayor to sign Encroachment...
Regular Council  
September 3, 2019

Agreement with property owners Jeffery and Kimberly Schwartz: **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) None; **Miscellaneous Items:** 1) Authorization to Amend Exhibit A (Rate Sheet) for Resolution No. 31-2019, Relating to Domestic Water Rates and Fees, Originally Approved by City Council on July 1, 2019. 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 – Prostrate Cancer Awareness Month**

**Whereas,** the American Cancer Society estimates there will be 220,800 new cases of prostate cancer diagnosed in the USA in 2015, and 27,540 men will die from prostate cancer; it is estimated that 1 in 7 men will develop prostate cancer in their lifetime and 1 in 38 will die from prostate cancer; and

**Whereas,** prostate cancer is the most frequently diagnosed cancer in men aside from skin cancer, and is the second leading cause of cancer death in men aside from lung cancer; and

**Whereas,** the survival rate approaches 100% when prostate cancer is diagnosed and treated early, but drops to 28% when it spreads to other parts of the body; and

**Whereas,** early prostate cancer usually has no symptoms and advanced prostate cancer commonly spreads to the bones, which can cause pain in the hips, spine, or other areas; and

**Whereas,** recent studies suggest that a diet high in processed meat or dairy foods may be a risk factor, and obesity appears to increase the risk of aggressive prostate cancer; and

**Whereas,** obesity and smoking are associated with an increased risk of dying from prostate cancer; and

**Whereas,** according to the Prostate Cancer Foundation, African American men are more likely to develop prostate cancer compared with Caucasian men, and are nearly 2.3 times as likely to die from the disease; although scientists do not yet understand why prostate cancer incidence and death rates are higher among African American men, it is widely believed that a combination of genetic differences, lifestyle, nutritional habits and medical care may all play a role in the statistics; and

**Whereas,** National Prostate Health Month is observed every September in the United States by health experts, health advocates, and individuals concerned with men’s prostate cancer; and
Whereas, designating a month for the issue serves the purpose of increasing public awareness of the importance of prostate health; educating about risk factors and symptoms of prostate related diseases; and advocating for further research on prostate cancer based on their personal values and preferences; and

Whereas, the City of Nampa joins states across our nation to increase the awareness about the importance for men to make an informed decision with their health care provider about early detection and testing for prostate cancer based on their personal values and preferences; and

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

“PROSTATE CANCER AWARENESS MONTH”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Nampa to be affixed this 3rd day of September in the year of our Lord two thousand nineteen.

Barb Nielson and Lonna Welch of Idaho Urologic Institute gave statistic on prostate cancer and thanked the City for the awareness.

🔹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): 🔹
  • Carolyn Kling Keech, 220 14th Avenue South – Appeal of the CUP for V-Cut Lounge
  • Michael Marion, 3100 South Montego Way - Thanked the Police for their quick response and put a sign up, wants more enforcement
  • Marcia Yropan, 1403 4th Street South – Block Party in front of the Train Depot, College Band – Splash Pad (wish list)
  • Butch Henry, 2219 Caldwell Boulevard – Moratorium on Storage Units

🔹Mayor Kling’s and Council Comments 🔹
  • Mayor Kling – Patriot Day – September 11, 2019 at 8:00 a.m. at Fire Station one
  • Councilmember Levi – gave a shout out to mom in the audience
  • Councilmember Hogaboam – a shout out to the Idaho Horseman (indoor football)
Regular Council
September 3, 2019

❖ (3) Agency/External Communications ❖

Item #3-1. – None

❖ (4) Staff Communications ❖

Item #4-1. – Patrick Sullivan and Anne Westcott presented a staff report to update council on the following project:

**Fiscal Impact Analysis** - The City of Nampa is currently involved in the development of a long-term strategic plan, while also updating its Comprehensive Plan and Land Use Map to the year 2040. The purpose of these plans is to identify goals, objectives and strategies that will ensure the City will continue to be a place where families can live, work and play while maintaining its independent spirit and unique identity.

Preliminary policy areas being outlined in the Comprehensive Plan update reflect a desire to:

- Facilitate economic development while preserving natural resources and protecting the environment;
- Improve the physical appearance and image of the City;
- Provide for an adequate supply and mix of housing;
- Support neighborhood revitalization and sustainable new neighborhood design;
- Develop a balanced transportation system;
- Provide a high level of community services;
- Provide needed infrastructure for projected growth;
- Preserve and protect the public health, safety and welfare of City residents;
- Retain the existing high-quality environment for future generations;
- Provide an array of parks and recreation programs; and
- Encourage development that is compatible with or enhances natural resource values

A key part of any comprehensive planning process is an analysis of the degree to which the Comprehensive Plan is fiscally sustainable - will the various land uses, and densities produce enough revenue to offset the marginal costs of serving each new unit of growth? To provide this information, the City of Nampa retained Galena Consulting to develop an analytical model that would identify the fiscal sustainability of the City’s current and future Comprehensive Plans.

The fiscal impact model developed for the City of Nampa estimates current marginal costs and marginal revenues for all City General Fund Departments and applies them to a developed parcel of land on a per unit or per square foot bases to determine the net fiscal impact to the City.
The fiscal impact model is dynamic – assumptions can be adjusted to reflect a range of possible land use development scenarios. City staff will be trained to apply the model to various land use proposals such as annexations, urban renewal areas, and the updated Comprehensive Plan.

Questions About Growth

- How much does it cost to serve each new home or commercial development?
- Does growth pay its own way?
- Do any projects warrant development incentives such as fast-tracking or fee reductions?
- Are we planning for the right mix between residential and commercial development?
- How do different land use plans (i.e., more or less density) fiscally impact the City?

Paying for Growth – True or False?

Impact fees are designed to recover the cost of new growth

**FALSE:** Impact fees can only pay for the new *capital infrastructure* necessitated by new growth (fire stations, parks, roads). They cannot be used to pay for operating costs. Tax and other revenues are used to provide services to growth.

New growth generates enough revenue to pay for itself

**FALSE:** Not always. Only a percentage of newly generated revenues go straight to the city. Property tax increases are capped at 3% annually, but operating costs are increasing at a higher rate (health benefits, fuel, etc.). Some types of development cost more to serve than what they produce in revenue.

Fiscal Impact Analysis

- A fiscal impact analysis helps the determine whether growth will produce enough new revenues to offset the operating costs of providing services (additional police officers, firefighters, park maintenance, street maintenance etc.).
- A fiscal impact model evaluates the impact of a specific development, an urban renewal project, a Comprehensive Plan, etc. on a City’s operating budget.

Basic Fiscal Impact Methodology
NAMPA BASE MODEL CURRENT COMP PLAN BUILD OUT TO 2038

- All assumptions are variable and can be easily modified by staff
- Data assumptions can be as granular as desired/known
- Costs to serve based on City’s FY19 operating budget

Land Use Assumptions

☐ Exhibit II-2 Page 7 of report
☐ Types of land uses in Comprehensive Plan
☐ Number of units per land use type added over 20 years
☐ Average appraised value of each unit (before exemptions)
☐ Equal phasing assumed but can be more specific
☐ Each assumption can be easily modified

New Tax Revenues by Land Use Type

**Property Tax Calculations**

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<tr>
<th>Description</th>
<th>Value</th>
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<tbody>
<tr>
<td>Low-Density Residential Unit</td>
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<tr>
<td>minus Property Tax Exemption</td>
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<td>equals Assessed Value per Unit</td>
<td>$103,400</td>
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<tr>
<td>times General Fund Mill Levy</td>
<td>0.008512504</td>
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<tr>
<td>equals Property Tax Revenue Per Unit</td>
<td>$880.19</td>
</tr>
</tbody>
</table>

The model calculates new property tax revenue or every land use type.
New Tax Revenues by Land Use Type

Sales Tax Calculations
Sales tax revenue is distributed based on a formula; only a portion of sales tax generated in Nampa goes back to Nampa

The model calculates total new sales tax revenue or every land use type

Base Model assumes $156 per residential unit and $0.0088 per non-residential sf in new sales tax revenue, based on pro-rata share (residential and non-residential) of current sales tax revenues for the City of Nampa, divided by current number of units of each land use type

Other Revenues are calculated by variability “How much will growth affect this revenue type?”

Marginal Cost to Serve Development

Similar 3-Step Process

☐ Estimating Fixed and Variable Expenditures by Dept.
Estimating Residential/Non-Residential Expenditures
Allocating Cost per unit/square foot

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<th>Public Safety, FY 2019</th>
<th>Percent Variable</th>
<th>Percent Fixed</th>
<th>Variable Costs</th>
<th>Fixed Costs</th>
<th>Percent Residential</th>
<th>Percent Non-Residential</th>
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<th>Non-Residential Costs</th>
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<tbody>
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<td>$18,899</td>
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<td>50%</td>
<td>$25,550</td>
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<td>TOTAL</td>
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<td>$1,813,739</td>
<td>50%</td>
<td>50%</td>
<td>$16,362,704</td>
<td>$19,604,603</td>
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<td>Total Fixed Costs</td>
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<td>$1,813,739</td>
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</table>

Cost Allocation by unit/square foot

| Residential Expense Allocation          | $16,362,704  |
| Commercial Expense Allocation          | $19,604,603  |

<table>
<thead>
<tr>
<th>Residential</th>
<th>Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>44%</td>
<td>56%</td>
</tr>
<tr>
<td>78%</td>
<td>22%</td>
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</table>

<table>
<thead>
<tr>
<th>Variable Expenses by Unit/foot</th>
<th>Residential</th>
<th>Commercial</th>
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<tbody>
<tr>
<td>$427.62</td>
<td>$0.09</td>
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<table>
<thead>
<tr>
<th>General Fund Expenditures</th>
<th>Total Department</th>
<th>Total Fixed</th>
<th>Total Variable</th>
<th>Total Per-Unit Expenditures</th>
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<tbody>
<tr>
<td>Table 9 - General Government</td>
<td>$5,829,116</td>
<td>$3,797,062</td>
<td>$2,031,164</td>
<td>$880.51</td>
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<tr>
<td>Expense Allocation (percent)</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Expense Per Unit or Square Foot</td>
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<tr>
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<tr>
<td>Expense Per Unit or Square Foot</td>
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<td>Expense Allocation (percent)</td>
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<td>Expense Per Unit or Square Foot</td>
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<td>Table 6 - Parks, Recreation, Library, etc</td>
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<td>Expense Allocation (percent)</td>
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<td>Expense Per Unit or Square Foot</td>
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<tr>
<td>Table 6 - Public Works</td>
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<td>Expense Allocation (percent)</td>
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<td></td>
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<tr>
<td>Expense Per Unit or Square Foot</td>
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<tr>
<td>Total Per-Unit Expenditures</td>
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</table>

Page 8
Regular Council  
September 3, 2019

<table>
<thead>
<tr>
<th>Types of Land Use</th>
<th>Other Revenue +</th>
<th>Property Tax +</th>
<th>Sales Tax -</th>
<th>Total Revenue/Unit -</th>
<th>Total Expense/Unit -</th>
<th>Fiscal Impact/Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agricultural</td>
<td>$91.96</td>
<td>$880.10</td>
<td>$155.79</td>
<td>$1,127.94</td>
<td>$880.51</td>
<td>$247.43</td>
</tr>
<tr>
<td>Community Mixed Use Residential</td>
<td>$91.96</td>
<td>$621.84</td>
<td>$155.79</td>
<td>$869.59</td>
<td>$880.51</td>
<td>($10.93)</td>
</tr>
<tr>
<td>Low Density Residential</td>
<td>$91.96</td>
<td>$880.10</td>
<td>$155.79</td>
<td>$1,127.94</td>
<td>$880.51</td>
<td>$247.43</td>
</tr>
<tr>
<td>Medium Density Residential</td>
<td>$91.96</td>
<td>$705.44</td>
<td>$155.79</td>
<td>$965.98</td>
<td>$880.51</td>
<td>$75.49</td>
</tr>
<tr>
<td>High Density Residential</td>
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<td>$797.79</td>
<td>$890.51</td>
<td>($92.73)</td>
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<td>$1,164.51</td>
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<td>$1,412.25</td>
<td>$890.51</td>
<td>$521.75</td>
</tr>
<tr>
<td>Airport</td>
<td>$0.00</td>
<td>$0.02</td>
<td>$0.01</td>
<td>$0.03</td>
<td>$0.11</td>
<td>($0.08)</td>
</tr>
<tr>
<td>Business Park</td>
<td>$0.00</td>
<td>$0.02</td>
<td>$0.01</td>
<td>$0.03</td>
<td>$0.11</td>
<td>($0.08)</td>
</tr>
<tr>
<td>Downtown</td>
<td>$0.00</td>
<td>$0.02</td>
<td>$0.01</td>
<td>$0.03</td>
<td>$0.11</td>
<td>($0.08)</td>
</tr>
<tr>
<td>Employment Center</td>
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<td>$0.01</td>
<td>$0.03</td>
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<td>($0.08)</td>
</tr>
<tr>
<td>General Commercial</td>
<td>$0.00</td>
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<td>$0.03</td>
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<td>($0.08)</td>
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<tr>
<td>Heavy Industrial</td>
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<tr>
<td>Highway Commercial</td>
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<td>($0.08)</td>
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<td>Light Industrial</td>
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<td>Neighborhood Commercial</td>
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<td>($0.08)</td>
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<td>Community Mixed Use</td>
<td>$0.00</td>
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<td>($0.08)</td>
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<tr>
<td>Residential Mixed Use</td>
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<td>$0.02</td>
<td>$0.01</td>
<td>$0.03</td>
<td>$0.11</td>
<td>($0.08)</td>
</tr>
</tbody>
</table>

Low-Density Residential:  
Each home produces $1,127.94 in revenue, and costs the City $880.51 to serve  
= net revenue surplus of $247.43

<table>
<thead>
<tr>
<th>Types of Land Use</th>
<th>Other Revenue +</th>
<th>Property Tax +</th>
<th>Sales Tax -</th>
<th>Total Revenue/Unit -</th>
<th>Total Expense/Unit -</th>
<th>Fiscal Impact/Unit</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$880.10</td>
<td>$155.79</td>
<td>$1,127.94</td>
<td>$880.51</td>
<td>$247.43</td>
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<tr>
<td>Community Mixed Use Residential</td>
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<td>$621.84</td>
<td>$155.79</td>
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<td>$880.51</td>
<td>($10.93)</td>
</tr>
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<td>$880.10</td>
<td>$155.79</td>
<td>$1,127.94</td>
<td>$880.51</td>
<td>$247.43</td>
</tr>
<tr>
<td>Medium Density Residential</td>
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<td>$705.44</td>
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<td>$155.79</td>
<td>$797.79</td>
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<tr>
<td>Airport</td>
<td>$0.00</td>
<td>$0.02</td>
<td>$0.01</td>
<td>$0.03</td>
<td>$0.11</td>
<td>($0.08)</td>
</tr>
<tr>
<td>Business Park</td>
<td>$0.00</td>
<td>$0.02</td>
<td>$0.01</td>
<td>$0.03</td>
<td>$0.11</td>
<td>($0.08)</td>
</tr>
<tr>
<td>Downtown</td>
<td>$0.00</td>
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<td>$0.01</td>
<td>$0.03</td>
<td>$0.11</td>
<td>($0.08)</td>
</tr>
<tr>
<td>Employment Center</td>
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<td>$0.01</td>
<td>$0.03</td>
<td>$0.11</td>
<td>($0.08)</td>
</tr>
<tr>
<td>General Commercial</td>
<td>$0.00</td>
<td>$0.02</td>
<td>$0.01</td>
<td>$0.03</td>
<td>$0.11</td>
<td>($0.08)</td>
</tr>
<tr>
<td>Heavy Industrial</td>
<td>$0.00</td>
<td>$0.02</td>
<td>$0.01</td>
<td>$0.03</td>
<td>$0.11</td>
<td>($0.08)</td>
</tr>
<tr>
<td>Highway Commercial</td>
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<td>$0.01</td>
<td>$0.03</td>
<td>$0.11</td>
<td>($0.08)</td>
</tr>
<tr>
<td>Light Industrial</td>
<td>$0.00</td>
<td>$0.02</td>
<td>$0.01</td>
<td>$0.03</td>
<td>$0.11</td>
<td>($0.08)</td>
</tr>
<tr>
<td>Neighborhood Commercial</td>
<td>$0.00</td>
<td>$0.02</td>
<td>$0.01</td>
<td>$0.03</td>
<td>$0.11</td>
<td>($0.08)</td>
</tr>
<tr>
<td>Community Mixed Use</td>
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<td>$0.01</td>
<td>$0.03</td>
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<td>($0.08)</td>
</tr>
<tr>
<td>Residential Mixed Use</td>
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<td>$0.02</td>
<td>$0.01</td>
<td>$0.03</td>
<td>$0.11</td>
<td>($0.08)</td>
</tr>
</tbody>
</table>

Some types of residential and non-residential land uses (i.e., High-Density Residential and Heavy Industrial) have lower assessed valuations, resulting in a negative fiscal impact.

This does NOT mean they are “BAD” land uses - they may contribute to other strategic priorities like affordable housing and employment generation.
20 Year Cumulative Net Impact of Residential Units

<table>
<thead>
<tr>
<th>Property Tax Revenue</th>
<th>20 Year Cumulative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agricultural</td>
<td>$ 3,745,785</td>
</tr>
<tr>
<td>Community Mixed Use Residential</td>
<td>$ 42,670,231</td>
</tr>
<tr>
<td>Low Density Residential</td>
<td>$ 51,860,370</td>
</tr>
<tr>
<td>Medium Density Residential</td>
<td>$ 109,354,469</td>
</tr>
<tr>
<td>High Density Residential</td>
<td>$ 13,988,081</td>
</tr>
<tr>
<td>Residential Mixed Use</td>
<td>$ 13,947,428</td>
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<tr>
<td>Sales Tax Revenue</td>
<td>$ 662,972</td>
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<tr>
<td>Community Mixed Use Residential</td>
<td>$ 10,740,101</td>
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<tr>
<td>Low Density Residential</td>
<td>$ 9,178,841</td>
</tr>
<tr>
<td>Medium Density Residential</td>
<td>$ 24,053,927</td>
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<tr>
<td>High Density Residential</td>
<td>$ 3,947,489</td>
</tr>
<tr>
<td>Residential Mixed Use</td>
<td>$ 1,805,868</td>
</tr>
<tr>
<td>Other Revenue</td>
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</tr>
<tr>
<td>Residential</td>
<td>$ 29,779,987</td>
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<tr>
<td>Total Residential Revenues</td>
<td>$ 319,984,548</td>
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</table>

If the City develops according to its Comprehensive Plan, by 2038 new residential development will have produced almost $31M in new net revenues.

Even though a few residential land uses produced a deficit, it is offset by more units of higher valuation residential.

As a whole, residential development generates more revenue than it costs to serve.

20 Year Cumulative Net Impact of Commercial Units

<table>
<thead>
<tr>
<th>Property Tax Revenue</th>
<th>20 Year Cumulative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airport</td>
<td>$ 132,415</td>
</tr>
<tr>
<td>Business Park</td>
<td>$ 1,162,304</td>
</tr>
<tr>
<td>Downtown</td>
<td>$ 104,170</td>
</tr>
<tr>
<td>Employment Center</td>
<td>$ 418,290</td>
</tr>
<tr>
<td>General Commercial</td>
<td>$ 2,773,061</td>
</tr>
<tr>
<td>Heavy Industrial</td>
<td>$ 595,220</td>
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<tr>
<td>Highway Commercial</td>
<td>$ 1,019,019</td>
</tr>
<tr>
<td>Light Industrial</td>
<td>$ 5,194,272</td>
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<td>Neighborhood Commercial</td>
<td>$ 14,564</td>
</tr>
<tr>
<td>Community Mixed Use</td>
<td>$ 7,260,341</td>
</tr>
<tr>
<td>Commercial Mixed Use - Commercial Port</td>
<td>$ 24,824</td>
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<tr>
<td>Sales Tax Revenue</td>
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<tr>
<td>Airport</td>
<td>$ 71,502</td>
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<td>Business Park</td>
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<td>Employment Center</td>
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<tr>
<td>General Commercial</td>
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<tr>
<td>Heavy Industrial</td>
<td>$ 311,338</td>
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<tr>
<td>Highway Commercial</td>
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<tr>
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<td>$ 720,993</td>
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<td>Commercial</td>
<td>$ 1,169,331</td>
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<tr>
<td>Total Commercial Revenues</td>
<td>$ 22,516,344</td>
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</tbody>
</table>

If the City develops according to its Comprehensive Plan, by 2038 new non-residential development will have produced a deficit of almost $11M.

The low valuation on most non-residential land uses does not produce enough new property tax to offset the costs to serve these developments.
Sensitivity Analysis

What Does This Tell Us?

- The City’s current Comprehensive Plan is fiscally sustainable, as long as property values meet or exceed assumptions, and costs meet or are less than assumptions.
- However, if costs exceed 10% of the model’s assumptions, or values are 10% less than the model’s assumptions – the City could face a deficit of almost $20M.
- Fiscally sustainable development has a balance of land uses: those uses producing a revenue surplus can offset those uses which produce a deficit but contribute to other strategic objectives.
- Fiscal Impact is only one variable in the policy discussion about land use and growth – land use decisions must also consider objectives for affordable housing, increased employment, reduced congestion, environmental protection, high-quality service delivery, community appearance and the preservation of natural resources.

Alternative Scenarios

The City’s model is dynamic – assumptions can be altered to run alternate scenarios to assess the fiscal impact of different land use patterns.

We analyzed 2 alternate scenarios –
- Low Density and
- Transit Oriented Development (TOD)
• **Low-Density Alternative** - Reduce the number of deficit-producing high-density residential units and mixed-use developments in order to reduce financial risk
  - The City still has a surplus of $8M but reduces its financial “risk” to a worst-case cumulative deficit of $8M versus $20M.
  - Reduces City’s financial “risk” to a worst-case cumulative deficit of ($8M) versus ($20M).
  - This alternative will not produce more affordable housing, reduce congestion, create efficiencies in service delivery, or allow for as much employment generation

• **Transit-Oriented Alternative** – Move more robustly toward policy objectives and planning goals without the financial risk of the Base Model
  - If we increase the number of high-density residential and mixed-use zones around transit and employment centers, the City increases its surplus to $60M, and the worst-case scenario is still a surplus of $12M.

• **Why?** Density allows for operating efficiencies. It costs less to provide police, fire, parks and streets services to dense, localized development.
  - Increases in the number of square feet of industrial and commercial development in core areas allow for the creation of more livable wage jobs and generate additional non-residential development.

Ozzie Gripenthorp explained the following analysis on a parcel that is already planned for storage units.

![Table 13 - Sensitivity Analysis of 5-year Project Present Value](image)

<table>
<thead>
<tr>
<th></th>
<th>Low Performance</th>
<th>Baseline Performance</th>
<th>High Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Cost Variability</td>
<td>$65,494</td>
<td>$81,285</td>
<td>$97,077</td>
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<tr>
<td>Baseline Cost Variability</td>
<td>$72,460</td>
<td>$88,251</td>
<td>$104,043</td>
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<tr>
<td>Low Cost Variability</td>
<td>$79,426</td>
<td>$95,218</td>
<td>$111,009</td>
</tr>
</tbody>
</table>

266,800 commercial square feet at the current Citywide average of $28.10 per area footprint with construction equally spread over 5 years
320,160 commercial square feet at the current Citywide average of $64.80 per area footprint with construction equally spread over 5 years

Table 13 - Sensitivity Analysis of 5-year Project Present Value  
Nampa Fiscal Impact Model - BUSINESS PARK

<table>
<thead>
<tr>
<th></th>
<th>Low Performance</th>
<th>Baseline Performance</th>
<th>High Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Cost Variability</td>
<td>$290,080</td>
<td>$332,528</td>
<td>$374,977</td>
</tr>
<tr>
<td>Baseline Cost Variability</td>
<td>$298,440</td>
<td>$340,888</td>
<td>$383,336</td>
</tr>
<tr>
<td>Low Cost Variability</td>
<td>$306,799</td>
<td>$349,248</td>
<td>$391,696</td>
</tr>
</tbody>
</table>

68 new units at the current Citywide average of $300,000 with construction equally spread over 5 years

Table 13 - Sensitivity Analysis of 5-year Project Present Value  
Nampa Fiscal Impact Model - MEDIUM DENSITY RESIDENTIAL

<table>
<thead>
<tr>
<th></th>
<th>Low Performance</th>
<th>Baseline Performance</th>
<th>High Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Cost Variability</td>
<td>$125,334</td>
<td>$156,507</td>
<td>$187,679</td>
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<tr>
<td>Baseline Cost Variability</td>
<td>$139,445</td>
<td>$170,617</td>
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<tr>
<td>Low Cost Variability</td>
<td>$153,555</td>
<td>$184,728</td>
<td>$215,900</td>
</tr>
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</table>
160 new units at the current Citywide average of $150,000 with construction equally spread over 5 years

Mayor and Councilmembers asked questions and made comments.

✦ (6) Public Hearings ✦

Item #6-1. - Mayor Kling explained it was time for the continued public hearing for annexation and zoning to RS6 (Single Family Residential – 6,000 sq. ft.) zoning district for Calvary Springs Subdivision at 1713 E. Iowa Ave. (64 single family detached lots on 16.79 acres for 3.81 dwelling units per gross acre - a 16.79-acre or 731,372 sq. ft. portion of the NW ¼ SW ¼ Section 35, T3N, R2W, BM) for Kent Brown representing Trilogy Idaho. The Planning and Zoning Commission recommended approval (ANN 123-19).

Senior Planner Kristi Watkins presented the following staff report explaining that the request is for annexation and zoning assigned land to RS-6 for A 16.79-acre portion of land at 1713 E. Iowa Ave. (62 single family detached lots on 16.79 acres for 3.69 dwelling units per gross acre - a 16.79-acre or 731,372 sq. ft. portion of the NW ¼ SW ¼ Section 35, T3N, R2W, BM) (hereinafter the “Property”).…, Calvary Springs Subdivision for Trilogy Idaho/Kent Brown.

Annexation and Zoning Conclusions of Law

10-2-3 (C) Annexations and/or Rezones/Zoning assignments must be reasonably necessary, in the interest of the public, further promote the purposes of zoning, and agree with the adopted Comprehensive Plan for the neighborhood.

Findings of Fact & Conclusions of Law Regarding Annexation and Zoning
Zoning: Regarding Applicant’s Annexation and Zoning Request (to RS-6) Staff finds:

1. **Current Jurisdiction/Status:**
   That the Property is currently within Nampa City’s Impact Area, and, is either owned or optioned by the Applicant or that the Applicant has the Property owner’s permission to apply for the entitlement and plat applications made the subject of this report; and,

2. **Current and Surrounding Zoning:**
   That the Property is presently under Canyon County jurisdiction. See the attached Vicinity Map; and,

   Existing zoning:
   - **North:** Canyon County zoning, Enclaved, Residential
   - **South:** RA (Suburban Residential, one single family parcel)
   - **East:** Canyon County, Enclaved, Residential Subdivision
   - **West:** RS6 (Single-Family Residential Subdivision)

3. **Immediately Surrounding Land Uses:**
   Single-family residential land uses surround or lie near the Property; and,

4. **Proposed Zoning:**
   That the proposed RS 6 district, “…is intended for medium density, urban single-family residential and compatible uses. A stable and healthful environment, together with the full range of urban services, makes this an important land use district within the community”; and,

5. **Reasonable:**
   That it may be variously argued that consideration for annexing the Property is reasonable given that: a) the City of Nampa has received an application to annex the Property by amending its official zoning map by the Property owner or an Applicant having a valid, legal interest in the same; and, b) annexation and zoning assignment is a legally recognized legislative act long sanctioned under American administrative law; and, c) that the Applicant intends to develop all or a portion of the Property; and, d) Nampa City utility services are, or may be made, available to the Property; and, e) emergency services are available to the Property; and, f) that the Property abuts and/or is enclaved by City of Nampa land zoned for residential (RS) subdivision development; and, g) land uses in the nearby area, and, more particularly site development both suggest that RS zoning would be an acceptable fit for the area (other properties) given that RS zoning was already approved for the properties to the west; and,

6. **Public Interest:**
That Nampa has determined that it is in the public interest to provide varying residential-housing opportunities for its citizens and the current real estate market is pressing a need for additional housing inventory/product; and,

7. **Promotion of Zoning Purpose(s):**
   That among the general (and Nampa endorsed) purposes of zoning is to promote orderly, systematic development and patterns thereof which preserve and/or enhance public health, safety and welfare. Included in our zoning regulations, therefore, are standards governing residential development which pertain to allowable land uses, building setbacks, building aesthetics, provision of parking and service drives, property landscaping, etc. Staff notes that any site development will be regulated by, and through, the building permit review process and in accordance with the RS Zone’s already adopted regulations (e.g., standards that govern land use, building setbacks, landscaping, subdivision design, etc.); and,

8. **Comprehensive Plan:**
   The Property is positioned in an “Employment Center “setting” per the Future Land Use Map associated with the City of Nampa’s adopted Comprehensive Plan.

5.7.2.2 - Principles of an Employment Center:
- Concentration of employment, commercial and residential;
- Street connectivity for easy ingress & egress;
- Development project should have sidewalk and pathways to promote walking, bicycling, transit use and ride sharing, while also accommodating auto…; and,

5.12.1 Infill Development and Redevelopment
   Infill and redevelopment refer to development on vacant, underutilized, or partially used land. Infill occurs on land that may have been skipped over in the urbanization process.

   Infill areas have been identified as enclaves and undeveloped lands where existing Nampa City Services are available. Infill and redevelopment are encouraged in order to revitalize developed residential and commercial areas and take advantage of existing infrastructure.

9. **Safe Routes to School:**
   Skyview High School = .65 miles (within walking distance, but many sidewalk gaps on county properties along the way)
   South Middle School = 1.64 miles (not within walking distance)
   Greenhurst Elementary School=.5 miles via undeveloped ROW on Iowa Ave, perfect for walking to school with no traffic. (an improved short pathway would be ideal, not adjacent to subject property)
10. Services:
That utility and emergency services are, available to the Property…

11. COMPASS Analysis:
Bicycle and Pedestrian Level of Stress: N/A
Jobs/Housing Ratio: .2 (indicates the need for more housing)
Emergency Services: Police = 2.4 miles and Fire = 1.1 miles
Developments within 1.5 miles provide for more efficient service and reduce costs for these important public services.
Farmland is consumed by this project.
Bus stop: 1.2 miles
Park: 1.0 miles
Grocery Store: 1.5 miles

Note(s):
The preceding general statements are offered as possible [preliminary] findings and are not intended to be all inclusive or inarguable. They are/were simply provided to the Commission in case the requested entitlement is considered for recommendation of approval. In the event of an opposite course, then negative findings may be adopted by the Nampa City Council.

In summary, this Property fits the definition for infill development because, 1) it is surrounded by developed single-family properties and 2) all city utilities are immediately available to the site. Therefore, given the findings noted above, staff recommends that this property be annexed and zoned RS 6.

Staff has provided the Council with all of the relevant report/packet documentation or visual information available to us at the time this report was generated. We anticipate that the Applicant’s representative(s) may have visual displays of their concept plan for the build-out of the Property at the Commission’s public hearing wherein the application package associated with this report will be vetted.

Notification of the Council hearing was done in accordance with legal requirements. An environmental impact study (EIS) was not called for in conjunction with the Application package submittal as such is not normal required saved when called for by City of Nampa Engineering under special circumstances. Any extant street frontage improvements along E Iowa Ave, should the Application be approved, will be required to be emplaced at the time of Project build-out per adopted Nampa City policy and practice. No taking of other parties’ property(ices) will be effectuated should the Project develop. In Nampa’s case, street improvements and school construction accompany and follow, respectively, land development.
Agency/City Department Comments for Annexation and Zoning

Agency/City department comments have been received regarding both the entitlement request and platting approval request associated with this matter [and report]. Such correspondence, by way of information, as received from agencies or the citizenry regarding the application package [received by noon August 14, 2019] is hereafter attached to this report, to include:

1. A June 19, 2019 email printout from the Nampa Parks Department authored by Cody Swander indicating that they have no requests; and,

2. On June 9, 2019, Neil Jones with the Nampa Building Department made a note in the EnerGov permitting program indicating that the Building Department will require a top of foundation wall or a finish floor elevation on each lot, shown on the final plat construction drawings; and,

3. A June 19, 2019 email printout from the Nampa Highway District #1 authored by Eddy Thiel, indicating that they have no comment; and,

4. A June 26, 2019 letter from the Nampa & Meridian Irrigation District authored by David Duvall indicating that they have no comment on the Project; and,

5. A June 26, 2019 email printout from the City of Nampa Forestry Department authored by Carolynn Murray indicating that they No Class III trees are allowed in the planting strip, should be Class II only; this email is supported by review and correction notice, dated July 2, 2019 and sent by Doug Critchfield, Nampa Planning Department, that states that the Street Tree – Liquidambar Styraciflua tends to heave the sidewalk and a different species should be specified on a revised landscape plan; and,

6. A memo dated July 3, 2019, authored by Dan Wagner, Nampa GIS Division, stating required changes to street names as follows:
   a. Propose new, unique name for W Louisiana Ave and Ashbourne Way; and,
   b. Ashbourne Way/Garrustown Street should have one name, we suggest Garrustown Way; and,
   c. Suncroft St should be S Suncroft Ave; and,
   d. Celbridge St should be E Celbridge St; and,
   e. Garrustown St should be E Garrustown Way and continue to E Iowa Ave; and,

7. A memo, dated July 9, 2019, authored by Caleb LaClair, stating the following:
Engineering Annexation & Zoning Comments

a. The project is located at 1713 E Iowa Ave and will take access from the following roads:
   • E Iowa Ave – classified as “Local Road”
   • E Kentucky Ave – classified as “Local Road”
b. While E Iowa Avenue is classified as a “Local Road” it is possible the classification of the road may change to a “Collector” in the future given its location on the half-mile section line. As such, the Engineering Division will request 40’ of right-of-way dedication from the Quarter Section Line.
c. The City of Nampa’s water, sewer, and pressure irrigation systems have adequate capacity to serve this property. The City of Nampa maintains the following utilities in the vicinity of the project:
   • 18” and 15” sewer main in E Iowa Ave;
   • 10” water main on north side of E Iowa Ave;
   • 8” pressure irrigation main on south side of E Iowa Ave;
   • 8” sewer main in E Kentucky Ave;
   • 8” water main in E Kentucky Ave; and,
   • 6” pressure irrigation main along the east boundary of the Canyon Meadows Subdivision.
d. The project will be required to construct utilities to and through the property at the time of development, as well as, provide looping/redundant connections for water and pressure irrigation.

Engineering Preliminary Plat Comments

e. The project consists of fewer than 100 lots; therefore, a Traffic Impact Study is not required per the criteria of the City of Nampa’s 2015 Transportation Impact Study Policy.
f. To support future annexation and development of adjacent enclaved parcels, and to avoid future street cuts, it is preferable to stub utility services to the following parcels:
   • 1625 E Iowa Ave (Parcel # R3234600000) – Sewer only
   • 0 E Iowa Ave (Parcel # R3234700000) – Sewer, water, and irrigation
   • 1715 E Iowa Ave (Parcel # R3234601000) – Sewer only
g. It should be confirmed during final design whether it is necessary to extend gravity irrigation piping along the southerly and easterly property boundaries. Confirm what properties are still assigned to this lateral and if there is opportunity to convert them to city pressure irrigation to reduce or eliminate this extensive piping. Any properties that desire to hook up to Nampa City services that are adjacent to city limits will be required to annex per Nampa City Code.
h. Parcel # R3234700000 is land locked. Access to this parcel shall be provided from E Kentucky Street through Lot 10, Block 1 via an ingress/egress easement.
i. There appears to be an existing pond/wet area located just south of the project on the 1906 S Powerline Road. It should be confirmed during final design that the project is not
restricting a historical drainage or irrigation path, and that lots are elevated sufficiently to not be impacted by any historical drainage that may exist in this location.

j. The submitted Geotechnical Report groundwater may be as high as 2 to 4 feet below existing ground surface. On-going groundwater monitoring should be performed at the site through the irrigation season and data submitted with final design documents to confirm groundwater impact on proposed drainage facilities and home crawl spaces.

**Engineering Conditions of Approval**

k. Dedicate the following public right-of-way at the time of annexation:
   - E Iowa Ave – 40’ from the Quarter Section Line.

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

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

n. Utilities shall be constructed to and through the site at the time of property development/redevelopment, and at the sole expense of the Developer.

o. Applicant/Owner shall comply with all Nampa City Codes, Policies, and Standards in place at the time of property development/redevelopment.

p. Applicant shall address all street name comments identified in the letter from Nampa Engineering Division prior to Final Plat submittal.

q. Applicant shall coordinate with the following properties and install utility service stubs to said properties with the development:
   - 1625 E Iowa Ave (Parcel # R3234600000) – Sewer only
   - 0 E Iowa Ave (Parcel # R3234700000) – Sewer, water, and irrigation
   - 1715 E Iowa Ave (Parcel # R3234601000) – Sewer only

  8. A review document from COMPASS iterating their findings respecting the Development.

**Recommended Conditions of Approval**

Should Nampa City Council vote to approve the annexation and zoning request Staff would suggest the following as (a) Condition(s) of Approval for adoption with any such vote/action (note: the Commission may obviously add, subtract and/or modify conditions as it deems appropriate):

1. The Developer/Development shall comply with all requirements imposed by City of Nampa agencies involved in the review of this matter including, specifically the following:
2. Indicate a top of foundation wall or a finish floor elevation on each lot on the final plat construction drawings; and,
3. Submit revised landscape plans; and,
4. Make necessary street name corrections as listed:
   a. Propose new, unique name for W Louisiana Ave and Ashbourne Way; and,
   b. Ashbourne Way/Garrustown St should have one name, we suggest Garrustown Way; and,
   c. Suncroft St should be S Suncroft Ave; and,
   d. Celbridge St should be E Celbridge St; and,
   e. Garrustown St should be E Garrustown Way and continue to E Iowa Ave;
5. Confirm, during final design, whether it is necessary to extend gravity irrigation piping along the southerly and easterly property boundaries. Confirm what properties are still assigned to this lateral and if there is opportunity to convert them to city pressure irrigation to reduce or eliminate this extensive piping. Any properties that desire to hook up to Nampa City services that are adjacent to City of Nampa limits will be required to annex per Nampa City Code.
6. Parcel # R3234700000 is land locked. Provide access to this parcel from E Kentucky Street through Lot 10, Block 1 via an ingress/egress easement.
7. There appears to be an existing pond/wet area located just south of the project on the 1906 S Powerline Road. It should be confirmed during final design that the project is not restricting a historical drainage or irrigation path, and that lots are elevated sufficiently to not be impacted by any historical drainage that may exist in this location.
8. On-going groundwater monitoring should be performed at the site through the irrigation season and data submitted with final design documents to confirm groundwater impact on proposed drainage facilities and home crawl spaces.
9. Dedicate the following public right-of-way at the time of annexation:
   a. E Iowa Ave – 40’ from the Quarter Section Line.
10. Any onsite wells or septic systems shall be abandoned and/or removed in accordance with Local and State regulations at the time of property development/redevelopment and prior to connection to Nampa City services.
11. Any and all domestic and irrigation surface and/or groundwater rights shall be transferred to the City of Nampa at the time of property development/redevelopment, and prior to connection to Nampa City services. Applicant/Owner shall provide documentation to the Nampa Engineering Division verifying water rights for the full parcel.
12. Utilities shall be constructed to and through the site at the time of property development/redevelopment, and at the sole expense of the Developer.
13. Applicant/Owner shall comply with all Nampa City Codes, Policies, and Standards in place at the time of property development/redevelopment.
14. Applicant shall coordinate with the following properties and install utility service stubs to said properties with the development:
   a. 1625 E Iowa Ave (Parcel # R3234600000) – Sewer only
   b. 0 E Iowa Ave (Parcel # R3234700000) – Sewer, water, and irrigation
   c. 1715 E Iowa Ave (Parcel # R3234601000) – Sewer only

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

16. Prior to filing for a final plat approval for any portion of the Project, the Developer’s engineer shall correct any spelling, grammar, punctuation and/or numbering errors that may be evident on the plat face and/or in the proposed plat development notes and include said corrections in a revised preliminary plat plan set that shall be remitted to the City of Nampa; and,

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

Those appearing with questions were: Bill Fisher, 1623 Ventura Drive; Jim Kalusik, 1717 Ventura Drive.

The applicant presented a rebuttal to questions brought forth in the public hearing.

Councilmembers asked questions.

MOVED by Hogaboam 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 Skaug and SECONDED by Haverfield to approve the annexation and zoning to RS6 (Single Family Residential – 6,000 sq. ft.) zoning district for Calvary Springs Subdivision at **1713 E. Iowa Ave.** (64 single family detached lots on 16.79 acres for 3.81 dwelling units per gross acre - a 16.79-acre or 731,372 sq. ft. portion of the NW ¼ SW ¼ Section 35, T3N, R2W, BM) for **Kent Brown representing Trilogy Idaho** with staff conditions and authorize the Nampa City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED
Item #6-2 - Mayor Kling opened a public hearing for Appeal of Planning and Zoning Commission denial of Subdivision Plat Short Approval for Atkinson Acres Subdivision (SPS 020-19) in a RA (Suburban Residential) zoning district at 5025 Feather Creek Lane (3 Single family lots on 5 acres for 1.67 lots per acre - A part of the SE ¼ of the SE ¼ of Section 6, T3N, R1W, BM) for Larry Atkinson (APL 009-19).

Craig Atkinson, 5025 Feather Creek Lane presented the request.

Principal Planner Rodney Ashby presented the following staff report explaining that the request is for an appeal of Planning and Zoning Commission denial of Subdivision Short Plat Approval for Atkinson Acres Subdivision (SPS 020-19) in a RA (Suburban Residential) zoning district at 5025 Feather Creek Lane (3 Single family lots on 5 acres for 1.67 lots per acre – A Part of the SE ¼ of the SE ¼ of Section 6, T3N, R1W, BM) for Larry Atkinson (APL 009-19).

General Information

Planning & Zoning History:
2006- Annexation and zoning to RS8.5 zoning and Development Agreement for Sonoma single-family homes approved
2007- Final plat for the Sonoma Creek single-family subdivision approved
2008- No building permits requested, and final plat expired
November 2016- Low Angle Subdivision (immediately to the west of the four five-acre parcels created through a lot split, and that the Atkinson property is one of) was approved for a subdivision by Nampa City Council, creating four parcels smaller in size to what is being requested by this application.
2016- Rezone to RA; no Development Agreement Modification was requested
May 22nd, 2019- Application for Short Plat Subdivision for Atkinson Acres Subdivision
July 34, 2019- The Nampa Planning & Zoning Commission voted to recommend denial of the Atkinson Acres Subdivision due to confusion over the history of the properties in the area and statements made by neighboring property owners claiming the City of Nampa staff denied them the ability to split their properties in the past.

Proposed Land Uses: Three single family homes and a common driveway (E Feather Creek Ln)

Surrounding Land Use and Zoning:
North- Single Family home on an RA (suburban residential) lot
South- Single Family Homes (RS6 zoning)
East- Single Family Homes (RS6 zoning)
West- Single Family Homes (RS6 zoning)

Comprehensive Plan Designation: Community Mixed Use
Public Utilities/Services:
No water, irrigation, or sewer services are available to the property at this time. The closest services are located over 3,000 feet to the south in Star Road. Engineering indicated that since the proposed lots are greater than 1-acre in size, “the use of individual on-lot septic systems is acceptable. City water is planned to be extended in Star Road and Cherry Lane as part of the Silver Star and Spring Hollow Ranch Subdivisions. New pressure irrigation pump stations and delivery pipes will also be constructed with these subdivisions.”

Transportation: Access to the properties is from Feather Creek Lane, an existing private street.

Applicable Regulations:
Subdivision Short Plat
Section 10-27-4F Short Plats, allows an abbreviated platting process for subdivisions of three to seven lots created from a single original property. “Drawings shall portray all features required to be shown on standard preliminary and final plat drawings; and Short plats will be processed as combination preliminary and final plats requiring a public hearing before the Nampa City’s Planning and Zoning Commission and approval by the Nampa City Council.”

As stated in the subdivision chapter of the Title 10, the Planning & Zoning Commission shall evaluate a proposed plat’s design based on city codes in making its determination. The plat must also meet the standards identified in the approved Subdivision Process and Policy Manual; and Standard Construction Specification Manual.

Correspondence:
The applicant has indicated his interest in seeking a deferral for sidewalk construction. The Engineering Division clarified at the Planning & Zoning Commission Public Hearing that by Nampa City Code, deferrals are not an option along principal arterials. Because Star Road is a principal arterial, this is not an option for the applicant.

The applicant has also indicated an interest in seeking a variance for the 25’ landscaping requirement fronting Star Rd. Staff has communicated that the applicant would need to show a “hardship” to justify a variance of the landscaping requirement, and that it is unclear what that hardship would be in this case.

The following is a summary of agency correspondence that can be found in full detail in the exhibits:

- **Nampa & Meridian Irrigation District:** No impact as long as all storm drainage is retained on-site.
- **Nampa Engineering Division:**
Access to the property is from Feather Creek Lane, an existing private street.
City utilities are not currently available to the site.
City water and pressurized irrigation is planned to be extended in Star Rd as a part of the Silver Star and Spring Hollow Ranch Subdivisions.
On-lot septic systems are acceptable but will require permitting through Southwest District Health Department.
Frontage improvements along Star Road are required, though ROW has already been dedicated.
Conditions:

- Increase the easement width along the northerly and westerly subdivision boundaries from 10’ to 12’
- Add Block # to the plat
- Five foot (5’) wide sidewalk shall be constructed along the Star Road frontage, according to Engineering conditions and staff approval
- Obtain a septic permit from SW District Health Department & submit to Nampa Building Department prior to a permit approval
- Surveyor shall address all Final Plat comments prior to city Engineering’s signature of the plat

- **Nampa Planning and Zoning Department:**
  - A 25’ landscape buffer is not shown on the plans
  - A Landscape Plan, including a 25’ landscape buffer along Star Road shall be submitted
  - Trees may be selected from the Treasure Valley Tree Selection Guide
  - Class II trees are required in the landscape buffer

- **Nampa Parks Division:** No requests
- **Nampa Forestry Division:** Since no landscape plans were submitted, Forester is unable to provide a review
- **Nampa Highway District #1:** no comment

**Staff Findings & Discussion**

As has been stated, a variance to the twenty-five-foot (25’) landscaping requirement seems to have no valid basis or hardship. However, the landscape requirement along Star Rd can be delayed until development (or building permit is pulled) for the property abutting Star Rd. This will allow the owner to sell the property as a separate lot prior to installing landscaping.

Several concerns were stated by neighbors at the Planning & Zoning public hearing:

1. Neighbors expressed concerns that the subdivision was developed with five acre lots to preserve a rural, farm-like, atmosphere. They argued that subdividing the lot would change the feel or atmosphere of the subdivision and that would be counter to their purpose for moving into the area.
2. Subdividing the property will reduce land utilized for farming or raising farm animals.
3. Finally, the property owners of 5020 E. Feather Creek, directly across the street from the development, argued that Nampa Planning & Zoning staff denied them the ability to subdivide their property in the past. They felt that if they were not allowed to subdivide, the Atkinsons should be treated equally.

Staff Findings Regarding Previous Three (3) items:
1. One of those speaking out against the Atkinson Acres subdivision at the Planning & Zoning Public Hearing, was the owner, at that time, of the property that was subdivided into the Low Angle Subdivision in 2016. This subdivision is directly west of the subject properties, is accessed by way of the shared private roadway “E Feather Creek Ln,” and has smaller parcel averages than what is being requested by Mr. Atkinson. Nampa City boundaries are expanding in this area. Planning expects this area to continue to develop with higher density residential than the existing conditions. If the Council considers the area in general, and not just the four roughly five-acre parcels, the proposed subdivision appears to exceed the lot sizes of developed residential properties.
2. A large amount of research has been produced by the American Planning Association regarding the impacts of large residential lots on farming. The conclusion has been for many years that higher density residential is the best planning tool to minimize impact to productive farmland. Larger lot residential reduces the efficiency of crop production. Though a homeowner may produce food for their household on a five-acre-lot, that same five acres is able to have a much higher production rate as part of a larger farm. In this specific case, the property is not being utilized for crop or animal production. Therefore, subdivide the land for additional residential uses, is a means to preserve farmland elsewhere instead of converting it to a rural residential property.
3. The property owners at 5020 E. Feather Creek, stated that they were denied the ability to subdivide their property. This was one of the primary reasons that Planning & Zoning Commission denied the Short Plat. The Commission stated in the public hearing that staff should research the history behind why the neighbor was denied the ability to subdivide their property. They also believed that the short plat would still automatically go to Nampa City Council for final approval and that the research by staff would help Nampa City Council to make an informed decision. Staff was unable to find any documentation of application for subdivision of the 5020 E Feather Creek property. I am unable to confirm what was communicated to that property. However, the Low Angle Subdivision to the west was approved only three years ago. This subdivision is and was the same zoning district as 5020 E Feather Creek. It is Planning & Zoning policy to work with property owners to comply with the Zoning ordinance. It would be very unusual to tell an applicant they cannot subdivide if the zoning ordinance allows it. Some conditions that may affect whether a subdivision can take place include the placement of buildings, wells, septic tanks, etc. This property includes an older original farm home that has since been converted to an accessory dwelling unit (in-law’s quarters). Perhaps the placement of these two homes, the septic
tank, and other conditions, prevented the property from being divided with a minimum lot size of 30,000 square feet (as required by the RA zoning conditions). Another possible scenario is that the property owners were informed of requirements such as landscaping, sidewalk, etc. and concluded that they would not be able to subdivide the property.

Staff finds that with the changes requested in the Correspondence Section of this report, the proposed subdivision short plat for the Atkinson Acres Subdivision conforms, or substantially conforms within acceptable limits, with relevant RA zoning codes and City of Nampa subdivision standards pertaining to land division. This determination is conditioned on the applicant submitting a landscape plan which complies with the conditions stated in the attached correspondence authored by Doug Critchfield and being revised in limited form and fashion to meet requirements set forth by various responding agencies and city departments.

Accordingly, Staff recommends that the Development be approved, contingent on Applicant/Developer/Development compliance with various Conditions of Approval as iterated hereafter.

**Suggested Conditions of Approval**

Should the Nampa City Council vote to appeal the Planning and Zoning Commission denial of the “Atkinson Acres Subdivision” Short Plat, then Staff would suggest the following as (a) Condition(s) of Approval(s):

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

2. Specifically, the Applicant/Development shall:
   a. A development agreement, in place for the Sonoma Creek Subdivision, shall be rescinded before approval of the final plat
   b. Retain storm drainage on site
   c. Increase the easement width along the northerly and westerly subdivision boundaries from 10’ to 12’
   d. Add Block # to the plat
   e. Five foot (5’) wide sidewalk shall be constructed along the Star Road frontage, according to Engineering conditions and staff approval
   f. Obtain a septic permit from SW District Health Department & submit to Nampa Building Department prior to a permit approval
   g. Surveyor shall address all Final Plat comments prior to city Engineering’s signature of the plat
Regular Council
September 3, 2019

h. A Landscape Plan, including a 25’ landscape buffer along Star Road shall be submitted before Nampa City Council considers the plat for approval
i. The Landscape Plan shall show trees selected from the Treasure Valley Tree Selection Guide
j. The Landscape Plan shall show Class II trees only in the required landscape buffer

Councilmembers asked made comments and made comments.

Nampa City Engineer Daniel Badger presented information on the streets and the 4 lots. No one appeared in favor of the request.

Those appearing in opposition to the request were: Michael Dudley, 5020 East Feather Creek; Sharon Dudley, 5020 East Feather Creek; Jacquelin Dudley, 5020 East Feather Creek gave time to Michael Dudley; Michael Landon in opposition but did not speak; John Low, 5280 East Feather Creek; Kim Hatch, 17232 Star Road; David Brenneman, 5120 East Feather Creek.

The applicant presented a rebuttal to questions brought forward in the public hearing.

Daniel Badger presented information on the street width, curbs, gutters and sidewalks and gave some information on what happened between 2016 and present.

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

MOTION CARRIED

MOVED by Skaug and SECONDED by Hogaboam to grant the appeal of the petitioner for the Planning and Zoning Commission denial of Subdivision Plat Short Approval for Atkinson Acres Subdivision (SPS 020-19) in a RA (Suburban Residential) zoning district at 5025 Feather Creek Lane (3 Single family lots on 5 acres for 1.67 lots per acre - A part of the SE ¼ of the SE ¼ of Section 6, T3N, R1W, BM) for Larry Atkinson with staff conditions. TheMayor asked for a roll call vote with Councilmembers Bruner, Hogaboam, Skaug voting YES. Councilmembers Levi, Haverfield voting NO. Councilmember Rodriguez ABSENT. The Mayor declared the

MOTION CARRIED

Item #6-3 - Mayor Kling opened a public hearing for a vacation of the road right-of-way in the Amended Plat of Elmwood Place Addition lying between Lot B - 523 18th Ave. No., and Lot C – 611 18th Ave. No. for Ludmila and Viktor Dudlya (VAC 041-19).

Michael Dudlya, 523 17th Avenue North presented the request.
Planning and Zoning Director Norm Holm presented the following staff report explaining that the request is for the Vacation of the Alley Right-Of-Way in the Amended Plat of Elmwood Place Addition lying between Lot B - 523 18th Ave. No., and Lot C – 611 18th Ave. No. for Ludmila and Viktor Dudlya (VAC 041-19). The applicant has constructed a foundation for a garage they intend to build on a portion of the proposed vacation area. They seek vacation of the undeveloped alley in order to complete the construction of the garage.

**General Information**

**Status of Applicant:** Property Owner.  **Existing Zoning:** RD (Two-Family Residential).  **Location:** That portion of the road right of way in the Amended Plat of Elmwood Place Addition to Nampa as recorded in Book 4 of Plats at Page 49, records of Canyon County, Idaho, lying between Lots B and C of said plat and being bounded on the Northwest by the Southeasterly right of way of 17th Avenue North and on the Southeast by the Northwesterly right of way of 18th Avenue North, each of these rights of way being named Elmwood Place of the said Plat.  **Size of Vacation Area:** Approximately 25’ x 90’ or 2,250 square feet.  **Surrounding Land Use and Zoning:** North- Single Family Residential; RD (Two-Family Residential); South- Single Family Residential; RD (Two-Family Residential); East- Single Family Residential; RD (Two-Family Residential); West- Single Family Residential; RD (Two-Family Residential).  **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 neighbor and adjoining property owner to the vacation area at 611 18th Ave. No. has not yet provided a written statement of consent. The applicant has been notified regarding the need for their soliciting the opposite property owners’ consent. If consent is not provided the vacation should not be granted.  **Description of Existing Uses:** Vacant and undeveloped alley right-of-way, presently utilized as part of the adjoining properties.

**Special Information**

**Planning & Zoning History:** The alley was originally platted in the Elmwood Place Subdivision recorded January 2, 1906.

**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 alley right-of-way vacation area.

**Environmental:** Approval of the vacation will have no negative effect on properties adjacent either side of the proposed alley right-of-way vacation area. The positive effect that the adjoining property owners call split the area between them and utilize their portion as extended lot area.
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**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 alley right-of-way area.

While I was visiting the site neighboring property owners Jerry and Virginia McCardle - 615 18th Ave. No. approached staff expressing their opposition to the alley vacation and also expressed concern over the lack of property maintenance and the fact that the house addition shown in street view photo has been underway and uncompleted for over three years.

**Staff Findings and Discussion**

Planning staff sees no reason why the requested alley right-of-way vacation should not be approved, unless the required adjacent property owner consent is not provided.

**Recommended Approval Conditions**

If the applicant has not provided written consent to the vacation from the adjacent property owner prior to the hearing. A possible condition of approval would be that the Vacation ordinance is not passed by the Nampa City Council until said consent has been provided. And that if it is not provided the ordinance would not be finalized and the vacation effectively denied. In other regards the Planning and Zoning Department has no concerns with the granting of the alley right-of-way vacation request with no other conditions attached.

Daniel Badger addressed the width of the road and referred to the letter on the fire departments approval of the vacation.

Building and Safety Director Patrick Sullivan addressed the building permit and the stop work order for the property in question.

Councilmembers asked questions.

Those appearing in favor of the request were: Chris Colligan, 611 18th Avenue North; Greg Calson, 1190 Savage Drive; Irene Obsesco, 3906 South Raintree; Irma Lato, 1604 18th Avenue North; Elvia Dudly, 523 17th Avenue North.

Owner Chris Colligan was in favor of the vacation with conditions that was stated (survey of property and the powerline moved)

Daniel Badger explained that generally there is not a meats and bounds, the description would be more general in the nature of the alley located between lot and block. Then we would get some
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general dimensions, it is this long by approximately this wide and that is what typically would be in the ordinance.

Nampa City Attorney Doug Waterman explained that there are a number of issues of human interaction going on. I just want to remind you that what is going on today is a vacation and the facts that are relevant to this hearing are those that relevant to whether the vacation of this right of way is in the public interest.

Those in opposition to the request were: Virginia McCardell, 615 18th Avenue North; Jerry McCardell, 615 18th Avenue North; Karen Dahl, 615 18th Avenue North.

Applicant presented a rebuttal to questions that were brought forward in the public hearing.

Councilmembers asked questions.

Doug Waterman asked the applicant to get the Council copies of the exhibits that has been presented for the city files.

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

Patrick Sullivan addressed the questions on the Idaho Power easement.

Mayor made comments on the issue that is on the table.

Doug Waterman explained that the Idaho code is not saying who the obligation for a survey would be on. I do want to clarify; this is a little bit different than some vacations in so far that the alley way has not been used or opened for a long period of time. So, in this case the consent requirement for a joining property owner does not come into play if the area has not been open for a period of 5 years and if they have access to their property from another public right of way which both are present in this case.

Patrick Sullivan said that given the age of the plat of this property and there may not be pins available we would need to have an accurate survey to place a property line because this structure is going to be close enough to the property line. The determination of exactly how close it is going to determine whether or not you need a fire ?? walls, if there needs to be a fire separation and also we need to be able to . . . we would need written verification from Idaho Power that there is no easement. We are not going to rely on hearsay. Either way, whether Council requires it, ultimately the building department will require it going forward.
MOVED by Haverfield and SECONDED by Bruner to approve the vacation of the road right-of-way in the Amended Plat of Elmwood Place Addition lying between Lot B - 523 18th Ave. No., and Lot C – 611 18th Ave. No. for Ludmila and Viktor Dudlya with the understanding that it does not approve the foundation that is currently there and authorize the Nampa 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

❖ (5) New Business ❖

Item #5-1. - Mayor Kling presented the request for discussion of the Valley Regional Transit budget.

Tom Points explained that we listened to your questions about VRT funding and asked VRT to put together this information and we will review on it and Public Works has not been engaged at this point in looking at allocations and we would like to moving forward and if there is a new way of doing that we would like to be involved in that.

Mayor made comments.

Steven Hunt, Principal Planner who presented the following report:

Inter-County Cost Allocations – Nampa Review - The Valley Regional Transit Board of Directors established the allocation for transit services contributions for Canyon County’s Local and Inter-county services in 2003. It was based on a combination of population and the number of stops in each jurisdiction and how often they are served. The location of stops is an important driving factor in cost allocations because stops are where people access service and the number of times a stop is served has a direct relationship to how that service is distributed.

Since the original contributions were established in 2003, VRT has adjusted those amounts to reflect changes in operating costs but has not re-evaluated the distribution of contributions. In addition, the existing methodology doesn’t account for the distribution of administrative overhead or capital expenses required to support the operations.

VRTX initiated an evaluation of the distribution of contributions in September 2018, following the adoption of ValleyConnect 2.0 by the VRT Board of Directors. VRT is implementing the new methodology in the FY2021 budget process.

Existing Contribution Distribution Analysis
Table 1 below is a comparison of the current contributions for Inter-county services 40, 42, 43 and 45. Route 45 is solely funded by Boise State University and the College of Western Idaho. The total contribution does not reflect the 50% match provided to Valley Regional Transit by FTA.

Table 1: 2020 Requested Contributions for Inter-county routes 40, 42, 43 and 45

<table>
<thead>
<tr>
<th>Member Agency</th>
<th>Local Contributions</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Boise</td>
<td>$14,212</td>
<td>4%</td>
</tr>
<tr>
<td>City of Meridian</td>
<td>$99,349</td>
<td>30%</td>
</tr>
<tr>
<td>City of Caldwell</td>
<td>$25,025</td>
<td>7%</td>
</tr>
<tr>
<td>City of Nampa</td>
<td>$122,221</td>
<td>37%</td>
</tr>
<tr>
<td>Other Contributing Agencies*</td>
<td>$73,698</td>
<td>22%</td>
</tr>
<tr>
<td>Total Local Contributions</td>
<td>$334,505</td>
<td>100%</td>
</tr>
</tbody>
</table>

*Includes Boise State University, College of Western Idaho, Ada County and Canyon County

There are 27 bus stops in Nampa served by inter-county routes. These stops are primarily along Nampa Caldwell Blvd, Birch Dr, or near the Idaho Center Blvd or the College of Western Idaho. Table 2 shows both how many times any of the intercountry routes 40, 42 or 43 serve a bus stop and the percent of total stops served by jurisdiction.

The location of bus stops and the number of times they are served, however, gives an incomplete picture of who is benefiting and how. Ridership data can be used to approximate where riders live. It was originally agreed that the majority of costs for inter-county services would be borne by the jurisdictions where the trips originated, or the residential end. As shown in Table 3 eighty percent (80%) of AM boardings (trip origins) occur outside the City of Boise. Because of this, Table 2 also shows the percent of stops in each jurisdiction each weekday excluding Boise.

Table 2: Number of Times Routes 40, 42 or 43 Stop in Each Jurisdiction Each Weekday

<table>
<thead>
<tr>
<th>Member Agency</th>
<th>Total Stops</th>
<th>% of Total Stops</th>
<th>Stops Outside Boise</th>
<th>% of Stops Outside Boise</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Boise</td>
<td>230</td>
<td>40%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Meridian</td>
<td>128</td>
<td>22%</td>
<td>128</td>
<td>36%</td>
</tr>
<tr>
<td>City of Nampa</td>
<td>192</td>
<td>33%</td>
<td>192</td>
<td>55%</td>
</tr>
<tr>
<td>City of Caldwell</td>
<td>32</td>
<td>5%</td>
<td>32</td>
<td>9%</td>
</tr>
<tr>
<td>Total</td>
<td>582</td>
<td>100%</td>
<td>352</td>
<td>100%</td>
</tr>
</tbody>
</table>

By comparing Tables 1 and 2, you can see the percent of local contributions is typically within the range between the Percent of Total Stops and the Total Stops by Origin.

Inter-County Ridership
Comparing ridership by jurisdiction provides a way to evaluate the distribution of benefits. Table 3 below estimates an annual number of boardings based on the average daily boardings since July 2019 (because these samples were taken in the summer the annual estimates may be low, but they illustrate the point and do represent the appropriate order of magnitude). These numbers are based on the newly installed Automatic Passenger Counters (APCs) which are able to show report on ridership by stop. The APC’s are also able to report on ridership by time of day. By dividing ridership by AM and PM Table 3 shows where riders likely begin and end their trips. Before noon, eighty percent of the boarding occur outside the City of Boise, while afternoon, seventy-seven percent of the trips occur in the City of Boise suggesting that riders are traveling from Caldwell, Nampa and Meridian to Boise.

**Table 3: Average Weekday Boardings at Stops within Jurisdictions for Routes 40, 42, 43**

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>AM*</th>
<th>%</th>
<th>PM**</th>
<th>%</th>
<th>Total</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boise</td>
<td>5,100</td>
<td>20%</td>
<td>19,800</td>
<td>77%</td>
<td>24,900</td>
<td>49%</td>
</tr>
<tr>
<td>Caldwell</td>
<td>4,800</td>
<td>18%</td>
<td>1,500</td>
<td>6%</td>
<td>6,300</td>
<td>12%</td>
</tr>
<tr>
<td>Meridian</td>
<td>8,400</td>
<td>33%</td>
<td>1,500</td>
<td>6%</td>
<td>9,900</td>
<td>19%</td>
</tr>
<tr>
<td>Nampa</td>
<td>7,400</td>
<td>29%</td>
<td>2,800</td>
<td>11%</td>
<td>10,200</td>
<td>20%</td>
</tr>
<tr>
<td>Total</td>
<td>25,700</td>
<td>100%</td>
<td>25,600</td>
<td>100%</td>
<td>51,300</td>
<td>100%</td>
</tr>
</tbody>
</table>

*AM is from 5:30 am – 11:59 am
**PM is from 12:00 pm – 8:05 pm

The major destinations for riders on these routes include downtown Boise, Boise State University, St. Luke’s main campus, Ada County Courthouse, Idaho Power, etc. These trips are all in excess of 16 miles from the last transit stop in Nampa at the College of Western Idaho. Table 4 below shows the comparable per/cost trips for various modes.

**Table 4: Comparable Costs Per Trip by Various Modes**

<table>
<thead>
<tr>
<th>Trip Type</th>
<th>Inter-County (~16 mi)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Auto$^1$</td>
<td>$8.70</td>
</tr>
<tr>
<td>Lyft$^2$</td>
<td>$25.30</td>
</tr>
<tr>
<td>Taxi$^3$</td>
<td>$40.50</td>
</tr>
<tr>
<td>Transit (Average Current Inter-County Costs for trips originating and returning to Nampa – 14,800)$^4$</td>
<td>$16.52 (full costs) $8.25 (Nampa share)</td>
</tr>
</tbody>
</table>

$^1$ Based on 2017 AAA Costs per Mile for Medium Sedan averaging 15,000 miles/year. Federal reimbursement rates of $0.58/mile would value this trip at $9.28

$^2$ Based on sample Lyft trips

$^3$ Based on Taxi Finder [https://www.taxifarefinder.com](https://www.taxifarefinder.com)

$^4$ As transit productivity increases costs decrease.
Ridership and number of people
By evaluating pass usage Valley Regional Transit has been able to create an estimate for the number of people “actively” (at least once every 3 months) accessing transit services at certain stops. Using this methodology, we are able to estimate the number of people actively accessing the intercountry services from stops in Nampa to be between 100 and 200 individuals.

Draft Allocation Methodology
The draft allocation methodology presented to the VRT board in 2019 would distribute contributions among funding partners according to three categories;

1. General Assessment: Which would cover all overhead that cannot be directly associated with transit service levels or special projects. These costs would be shared based on the percent of the regional population represented by the funding partner.

2. Special Allocations: Would cover specific capital, service or planning activities requested by specific funding partners. These costs would be distributed according to the funding partners requesting or benefiting from the projects.

3. Service and Capital Allocations: Would cover the on-going operating and capital costs that are directly associated with service levels. These allocations would be distributed based on the share of services provided within each jurisdiction.

This cost allocation approach will facilitate greater coordination between jurisdictions and Valley Regional Transit. Figure 1 below illustrates how VRT is recommending future budget requests be coordinated with jurisdiction priorities.
Mayor Kling recommended that we stay with where we are committed. Because I understand what the impact would be to staff if all of a sudden, we pulled funding this year. I think that we need that commitment that this next year we are going to look at the allocation and we are going to do some work on our side to actually see what the needs of our citizens are and to ensure that we are meeting those needs.

Councilmembers made comments and asked questions.

MOVED by Bruner to only approve up to $100,000 on the intercounty routes.  
MOTION DIED FOR LACK OF SECOND

(4) Staff Communications

Item #4-2. – Public Works Director Tom Points presented a staff report to update the council on current projects as follows:

Bicycle and Pedestrian Master Plan Open House – The Fiscal Year 2020 City of Nampa Bicycle and Pedestrian Master Plan (Plan) update is currently underway. The first Bicycle and Pedestrian Steering Committee (Committee) meeting was held on April 24, 2019, with the city’s consultant, Alta Planning & Design, local school districts, irrigation districts, Safe Routes to School representatives, Nampa City staff, COMPASS, Idaho Transportation Department, and local businesses participation

During the design period, a link to an online mapping tool was distributed citywide to gather public input. Over five hundred (500) comments were received using the online tool. The data was used to create a story map, showing the existing and proposed bike and pedestrian facilities. A snapshot of the online mapping tool is shown below:
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A public open house was held on August 8, 2019, at the Nampa Public Library to review the online public comments and gather additional public input.

Over 70 people attended the open house. Committee members, the open house, and online mapping tool gathered a tremendous amount of stakeholder and public input.

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

Nampa City staff would like to personally thank Committee members for being very instrumental in the entire process of updating the Plan.

The Plan will be presented for Council review and adoption in the fall of 2019.

**Flamingo Watermain Break** – On Flamingo over by Cassia we have an Elijah Drain crossing there. On Friday night about 7:00 p.m. we got word that a 12-inch water main had been broken underneath the roadway.

It flowed down hill and all went into the Elijah Drain. There was no property damage but there was road damage.

The crews had it repaired the next day and had a patch over the top. The road is still closed because it was somewhat similar to Garrity that the water got underneath the pavement and floated it up and then when the water dissipated it all went back down and was wavy and was not safe to drive on it.

Nampa City Engineer Daniel Badger has a past contractor that we hired to come and patch the pavement, so the contractor will be out tomorrow, and we hope to have it open by the end of the week.

We don’t have final cost yet. The pavement will be a little under $50,000.

We are looking at this segment of road for some maintenance work in the next cycle that is coming around. This will be our next asset management zone.

We have had more than one problem in this stretch of road. The cause of this break according to the Water Department was that a PVC pipe was sitting on a rock. It wasn’t bedded right when installed. It basically split the bottom of the pipe completely the whole 20-foot section.

We have some concerns about the workmanship. This was installed in the 70’s or early 80’s.
Fiscal Year 2019 Capital Improvement Projects - In fiscal year 2018, Engineering Division staff presented a workforce plan for the engineering/capital projects that identified organizational strategies that would save the Nampa City professional services costs over the next five-years. A combination of in-house and outsourced services was proposed to deliver the following goals:

- Improve level of service and lower consulting costs by adding in-house construction inspection, civil engineering design, planning and public involvement capacity. Hire additional staff to complete approximately 20-30% of civil engineering design/public involvement and 60% of construction engineering inspection services in-house within five years
- Deliver 100% of capital projects in the designated funding year

The Fiscal Year 2019 Project Delivery/Capital Improvement Projects plan (see Exhibit A) provides an update on the workforce plan efforts and a list of capital projects scheduled for this fiscal year.

- 25 major projects
- $19M in value
I am a firm believer in setting a goal and measuring our progress. My motto is: “What gets measured gets done”. Our goal is to design and construct all projects this FY. We expect to be very near our construction goal by the end of the year.

We are behind in comparison to last year due to less engineering staff as open positions have yet to be filled and the reduction in consultant assistance. Also note that we are tracking federally funded projects that this year we believe will be a hinderance to delivery as they will likely extend beyond the fiscal year.
Engineering staff has relied less on consultants this fiscal year reducing overall expenses. Thus far we have exceeded our project savings goal of $400,000 for the fiscal year by $185,792. The last quarter we have hired consultants to attempt to deliver the remaining projects within the fiscal year and fall.

Key elements of the Fiscal Year 2019 Capital Improvement Projects plan are summarized as follows:

**Hire additional staff to reduce outsourced consulting cost:** Engineering Division will hire one engineer in training (EIT), one contract administrator, and one part-time public involvement professional. According to the 5-year work force plan, a total of nine in-house staff will be added. Generally, an in-house employee can save the city up to 40% of what a consultant would cost.

**Current staffing summary:** The Engineering Division is currently understaffed due to recent in-house promotions. The division has hired Caleb LaClair, Assistant City Engineer, to oversee development, and Tiffany McCree, Public Involvement Coordinator, part-time. Staff have attempted to hire two staff engineers; unfortunately, due to difficulty finding qualified engineering candidates, no hires have been made. An offer has been made for the contract administrator position.

**Utilize increased, in-house staff to design, inspect and conduct public involvement services for some projects:** By fiscal year 2023, Engineering Division’s goal is to provide
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approximately 20-30% of civil engineering design/public involvement and 60% of construction engineering inspection services in-house. For the first year of the plan, the goal is for in-house staff to complete approximately 11% of the civil engineering design/public involvement and 43% of inspection services. The percentage of work in-house will increase annually as the number of staff grows and experience/efficiency increases.

List of Street, Wastewater, and Water (domestic and pressurized irrigation) Divisions  
Fiscal Year 2019 Projects and Schedule: Engineering will strive to deliver 100% of the 61 design and construction projects within the fiscal year 2019 funding year. Total capital funding is $19,744,111.00  

Engineering Division staff strived to meet its goal of 100% delivery of capital projects in the designated funding year; however, this year staff was unable to  
Finding qualified staff has proven to be difficult, thus reducing project delivery for this fiscal year  

Staff remain focused on delivering the capital improvement projects in a timely manner and will continue working to deliver the unfinished projects as quickly as possible with several being completed this fall  

In-house staff resources for design and inspection, as well documenting staff savings this fiscal year (due to not being able to find qualified applicants), has provided an estimated $585,792.00 in project savings, exceeding the fiscal year goal of $400,000.00  

❖ (5) New Business ❖  

Item #5-2. - Mayor Kling presented the request to approval by the Council to apply for the Idaho Local 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.  

Police Captain Brad Daniels presented a staff report explaining that the describe the proposed program activities including the type of programs to be funded and a brief analysis of the need for the programs The Nampa Police Department (NPD) and Canyon County Sheriff’s Office (CCSO) are requesting funding to purchase equipment for law enforcement programs. This request is consistent with the approved program areas and purpose of the Byrne JAG Program. Both law enforcement departments put officer safety, traffic enforcement, and effective evidence collection at a high importance. The agencies have identified specific areas within their jurisdiction that will effectively address permissible uses of JAG funds and provide our agencies with a means to improve and expand on our current effort to work in a cooperative effort with community leaders, citizens and employees to reduce crime. With funds received from the 2019 BJAG, we will be able to provide officer safety to individuals and teams, enforce traffic laws and serve our victims of crime by providing more effective investigation measures in the prosecution of crimes.
The Nampa Police Department (NPD) is requesting to use $40,626 in funding to purchase several different items/tools that will assist in patrol duties and evidence collection. Currently we have two WRAP safe restraint systems that are being utilized in patrol. The WRAP is a four-piece temporary restraining device that is placed on combative subjects to keep them from hurting themselves or others. It consists of a helmet, a harness for the upper body, and a mesh material piece for the bottom of the legs. It keeps the subject restrained in a sitting position with their legs straight out in front of them. The WRAP result in calming a situation quickly and making it much safer for both officers and suspects. We are requesting funding to purchase three WRAP systems at approximately $1,425 each for a total of $4,275 This will allow for each patrol team to have one available for use. This increases officer safety by not having to wait for another officer to retrieve one from the station.

Nampa Police is requesting funding to purchase two Halligan tools and three Ram dynamic entry tools to assist with making entry into a car or a building that is secured. Halligan tools were initially designed for fire departments to make entry into locked homes. They have since been used by law enforcement to make entry into homes, buildings, vehicles, etc., that are locked and secured. The Halligan allows law enforcement to enter those secured areas without doing harm to themselves by pulling, prying, or kicking various doors to make entry. Besides being efficient, they also make entry very quick. This provides officers safety, so they are not stuck at a door trying to get in while a potential suspect is inside preparing to do them harm. Currently we have none of these tools deployed in patrol. The Halligan tool cost is approximately $215 each for a total of $430. The Ram dynamic entry tool offers the same basic use as the Halligan tool. Swift entry can be made with one swing of this tool. The Ram cost approximately $310 each for a total of $930.

Nampa Police currently maintains 9 K-9 units for patrol functions, school functions and drug operations. The dogs are assigned to specific officers who are required to maintain a secure location at their personal residences for the K9. This requires a large enough outdoor kennel for the dog to have plenty of room to move about and have a place to sleep and be housed when not on duty. Some of these kennels have been passed around as dogs and officer retire from the program. Two of these kennels are approximately 10 years old and need replacements as the frames are rusting and the panels are worn out. Nampa Police is requesting funding for two kennels with a cost of approximately $500 each for a total of $1,000.

We would like to purchase the equipment and software license needed to set up a portable barcoding system to be used at all major crime scene incidents. The system would be an addition to the current BEAST barcoding system used by the Evidence Department but would allow them to take the system out to crime scenes and assist investigators with the collection, packaging, sealing and labeling of evidence on scene. It would also allow them to print complete property invoices to be left at the scene with search warrants and present to the courts when returning search warrants. The current process requires handwriting on all packages and invoices which is very repetitive and labor intensive. Nampa Police requests funding for the systems: Barcode label
printer $700; laptop $1,000; additional license $1,000; annual software support $200; roll of 500 labels $43; plus, shipping and handling approx. $77; for a total cost of $3,020.

Nampa Police would like to request funding to purchase two Camera Kits for the Crime Scene Investigator (CSI) program. We currently only have two working cameras and they are shared between 6 officers. They are several years old and need cleaning and repair, but we are unable to take them out of circulation because we do not have any back-ups. These types of cameras are necessary for documenting crime scenes and evidence in a high enough quality that they can go on for forensic examination and analysis. This cannot be accomplished with point-and-shoot cameras. The cost breakdown for this kit is as follows: 2 Camera w/ 18-55mm lens $450 each; 2 Tripods w/horizontal mount $100 each; 2 flash attachments $85 each; 2 shutter release $5 each; 2 cases $150 each; 2 class 10 SD cards $20 each; and 2 card readers $15 each, (Total of $825 per camera kit), plus, shipping and handling approx. $50. Total cost of $1700.

We are also requesting funding for one portable Alternate Light Source (ALS). ALS are typically used in crime scene investigation to identify many forms of evidence. Physiological fluids (semen, urine, and saliva) can be identified through their natural fluorescent properties utilizing UV light. We currently have one that is shared between the evidence lab and the CSI program. The majority of the time it is used in the lab which makes it unavailable for the CSI’s when they process crime scenes. The addition of this portable ALS will enable the CSI’s to have one on hand to aid them in locating evidence in sexual assaults and other persons crimes. The approximate cost for one light and shipping is $450.

Nampa Police is requesting funding for a portable Trace Evidence vacuum. This item could be used to locate trace evidence to include, hairs, fibers, glass, paint, plant material, soil and numerous other types of microscopic evidence. The vacuum could be used in vehicles, on persons, and in crime scenes. It would be applicable to homicides, sex crimes, drug crimes, kidnappings, domestic violence cases and numerous other types of cases. We do not currently have any type of equipment capable of collecting this type of evidence. The cost is: vacuum $265; crevice tool $20; carpet tool $15; 100 replacement filters $75, approximate shipping $25. Total $400.

Nampa Police Department provides Narcan/naloxone to our officers to aid people who are experiencing an opiate related overdose. Multiple lives have already been saved from applications since we started issuing these kits in December 2016. They are issued to our patrol officers, narcotics officers, school resource officers, and evidence personnel. They are issued to new officers and when one is used another kit is provided to replace used stock. Our current kits will expire in November 2019. In March 2019, we were provided 50 kits through the Idaho Office of Drug Control Policy. That was the maximum they were able to provide. The Nampa Police Department needs an additional 50 kits to completely replace the expiring lot. Kits are currently assigned to 100 personnel including: 72 patrol officers, 11 School Resource Officers, 8 Traffic enforcement officers, 7 narcotics officers, and 2 in the evidence/drug processing area. The cost per kit is $75. Total cost for 50 kits is $3,750.00.
The Nampa Police Department is seeking to equip first responders (patrol officers and school resource officers) with ballistic helmets. This equipment will increase the safety of officers responding to active shooters in schools, workplace or other public places, as well as protecting officers in riot or crowd control situations. The helmet provides skull and head protection with a ballistic rating of NIJ II, NIJ III, and NIJ IIIA, as well as low velocity impact shock absorption. The integrated face shield provides protection against impact, splash and fragments. Officers who are better protected can remain engaged in combat and more effectively assist victims in active shooter situations. The helmets range in size (small, medium, large and extra-large). General cost is $375 per helmet including face shield with XL sizes costing $395. The Nampa Police Department estimates being able to provide 65 officers with this equipment for a price of $24,671.00, which includes shipping.

The Canyon County Sheriff’s Office (CCSO) is requesting their allotted funding in the amount of $16,167, along with the $10,000 that Nampa PD has relinquished, to purchase new X-2 electro-muscular- disruption-devices (EMD). These devices will meet the purpose of the grant program by increasing effectiveness and efficiency of the Sheriff’s Office. Deputies are regularly called into harm’s way and make split second decisions that could prove fatal for either the deputy or the offender. Modern policing has been afforded devices such as EMDs that give deputies an option to deadly force. Currently the Sheriff’s Office has approximately thirty model X-26 EMD’s issued. This model is obsolete and no longer supported by the manufacturer. The X-2 is available at an approximate cost of one thousand seven hundred forty-four dollars and forty-five cents (1744.45) per device. The cost per device is based on the handle (1220.00), a battery (66.45), a holster (80.00) and a four-year warranty (378.00). The Sheriff’s Office would like to purchase fifteen X-2’s for total cost of twenty-six thousand one hundred sixty-seven dollars (26167.00). It is the Sheriff’s office intent to budget for the remainder of the EMDs in their FY21 budget.

MOVED by Haverfield and SECONDED by Skaug to authorize the staff to apply for the Idaho Local 2019 Edward Byrne Memorial Justice Assistance Grant. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the MOTION CARRIED.

Item #5-3. - Mayor Kling presented the request to award the bid and authorize the Mayor to sign the contract with HCD, Inc. for the HNPSB Large Evidence Storage Project.

Facilities Supervisor Brian Foster presented a staff report explaining that the Nampa Police Department has identified the need to remodel the Large Evidence Storage area the Hugh Nichols Public Safety Building. The project is to be funded by the Police Department. The expenditure was approved as part of the 2019 budget for an amount of $120,000. The project will be funded using 25% from General Government Funds and 75% through Impact Fees. The project bids received were over the budgeted amount, and the Nampa Police Department determined they are able to
fund the project with 75% or $119,654 through Impact Fees and 25% or $39,884 from the Police General Fund ($30,000 rollover from FY19 and $9,884 from FY20 Police General Government).

Documents have been reviewed and approved by Legal.

The cost of the project will be $159,538.

The Proposer provides all management, supervision, labor, materials, supplies, and equipment, and will plan, schedule, coordinate and assure effective performance of all services described herein.

Facilities Development procured bids for the project using an Informal Bid Process. A pre-bid walk through was conducted at the project site on June 4, 2019 at 10:00 a.m. The bid opening was held on June 18, 2019 at 2:00 p.m.

A total of three (3) bids were received on June 18, 2019.

The apparent low bid was received from HCD, Inc.

Contractor will be required to provide necessary bonds, insurance and other documents before the agreement can be executed and the Notice to Proceed issued.

MOVED by Hogaboam and SECONDED by Skaug to award the bid and authorize Mayor Kling to sign the contract with HCD, Inc. for the HNPSB Evidence Storage Remodel Project not to exceed the contract amount of $159,538. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the MOTION CARRIED

Item #5-4. – The following Resolution was presented:

Daniel Badger presented a staff report explaining that the Equivalent Dwelling Unit (EDU) and Strength Class Guide for Wastewater and Water User Classifications is used by staff in determining utility connection fees for new and expanding business within the City of Nampa.

At the August 22, 2019, Board of Appraisers (BOA) meeting*, Engineering and Wastewater staff recommended changes to the EDU guide for the following business types:

- Brewery (non-industrial customer)
  - This is a new addition to the guide with a strength class of SE6.
  - With the number of new breweries coming to Nampa, staff identified the need to add this customer category to the guide to provide clarity for both staff and businesses wanting to locate in Nampa (see Exhibit 1).
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  o Restaurants
    ▪ This is a modification to the restaurant class, removing the distinction between drive-in and sit down, and changing the gallons per day per seat from 30 to 20.
    ▪ Staff performed an analysis of the existing restaurants in the city after several new restaurants questioned the Nampa City’s guide for this customer category (see Exhibit 2).
    ▪ A 50-seat restaurant under the current rate structure would pay $26,943.24 in connection fees for water and sewer. Under the proposed rate structure, they would pay $18,026.22.

A motion was made, and seconded, by the BOA to adopt proposed changes (see Exhibit 3). The motion passed.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, IMPLEMENTING CHANGES IN THE SERVICE RATES AND FEES CHARGED BY THE CITY OF NAMPA OUTLINED IN THE CITY OF NAMPA EDU (EQUIVALENT DWELLING UNIT) AND STRENGTH CLASS GUIDE USED TO DETERMINE USER CLASSIFICATION FOR WASTEWATER AND WATER SERVICES.

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 42-2019 and directed the clerk to record it as required.

MOTION CARRIED

Item #5-5. - Mayor Kling presented the request to authorize the Fleet Services Division to Proceed with Letter of Intent for Piggyback Purchase 1 (One) 2020 Etnyre Oil Distributor Truck on October 1, 2019.

Tom Points presented a staff report explaining that the Street, and Fleet Services Divisions request authorization to offer a Letter of Intent (LOI) to purchase one (1) 2020 Etnyre oil distributor truck.
  o A purchase order will be generated October 1, 2019, the effective date of the fiscal year 2020 budget.

The oil distributor truck will be purchased using street capital funds.
  o The total unit cost is $222,500.00.

The purchase of this oil distributor was included in the fiscal year 2020 budget, adopted by Nampa City Council by Resolution #35-2019.
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The Etnyre truck will be purchased via “piggyback” off of the Ada County Highway District (ACHD) contract MD-541-01, executed May 5, 2019.

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

The intent of this request is to avoid a 3% cost increase that will be effective Sept. 1, 2019. The vendor has agreed to extend the order deadline to September 4, 2019.

The City of Nampa will not take delivery of the new truck until after October 1, 2019.

MOVED by Haverfield and SECONDED by Skaug to authorize Fleet Services Division to proceed with a Letter of Intent for piggyback purchase 1 (one) 2020 Etnyre oil distributor truck, not to exceed total estimated purchase price of $222,500.00, on October 1, 2019. 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 the Local Professional Services Agreement with HDR Engineering, Inc. for Smith Ave and Middleton Rd Signal project.

Tom Points presented a staff report explaining that the City of Nampa secured grant funding through the Local Highway Safety Improvement Program (LHSIP) funds, administered by the Local Highway Technical Assistance Council (LHTAC), to improve roadway safety at the intersection of Smith Avenue & Middleton Road.

The Smith Avenue & Middleton Road Signal project will replace the existing two-way stop intersection configuration with a traffic signal. Intersection lighting will be improved as well as lane assignment improvements by adding left turn lanes along Middleton Road and Smith Avenue. (See Exhibit A)

The project was advanced in COMPASS’ Transportation Improvement Program for design and construction in FY2019.

The state local agreement for construction of the Smith Avenue & Middleton Road Signal project was executed February 15, 2019.
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The project is funded 92.66% with Local Highway Safety Improvement Program funds secured through COMPASS with the City of Nampa providing 7.34% match using streets funds. Total project cost is currently estimated at $621,561.54.

The Idaho Transportation Department (ITD) has provided a Local Professional Services Agreement for the City of Nampa to execute (see Exhibit B).

HDR Engineering, Inc., LHTAC and the City of Nampa have agreed upon a scope of work and cost estimate to provide construction engineering and inspection services for the Smith Avenue & Middleton Road Signal which the Local Professional Services Agreement is based upon.

The City of Nampa needs to execute the professional services agreement as quickly as possible to allow for the contractor to begin construction this fall to avoid potential conflicts in the spring with other construction anticipated along the Middleton Road corridor. Therefore, we are requesting pre-authorization for the Mayor to sign the agreement.

ITD’s Local Professional Services Agreement is a standard agreement that the City of Nampa has entered on many other projects and is currently being reviewed by legal.

Engineering Division estimates total project costs will be the following:

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design</td>
<td>$ 77,000.00</td>
</tr>
<tr>
<td>LHTAC Construction Administration</td>
<td>$ 17,000.00</td>
</tr>
<tr>
<td>ITD Construction Administration</td>
<td>$ 2,285.00</td>
</tr>
<tr>
<td>Construction Engineering and Inspection Services</td>
<td>$ 76,142.00</td>
</tr>
<tr>
<td>Construction</td>
<td>$ 448,655.50</td>
</tr>
<tr>
<td><strong>Total Project Costs</strong></td>
<td><strong>$ 621,082.50</strong></td>
</tr>
</tbody>
</table>

The existing construction funding of $570,374.00 with the City of Nampa paying 7.34% match. Consultant fees will be funded through the FY19 Streets Budget; as budgeted. Upon payment of consultant fees, reimbursement of 92.66% will be requested from ITD.

Contracts are being finalized between ITD and the low bidder Hawkeye Builders, construction is anticipated to begin in Mid-September.

Engineering Division has reviewed the Local Professional Services Agreement and recommends approval.

**MOVED** by Bruner and **SECONDED** by Hogaboam to **authorize** the **Mayor** and **Public Works Director** to **sign** the **Local Professional Services Agreement** between the City of Nampa and HDR Engineering, Inc. for the Smith Avenue and Middleton Road Signal Project (Key Number

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20167) in the amount of $76,142.00 Time and Materials Not to Exceed. 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 a Subrecipient Agreement Amendment with Valley Regional Transit and authorize Engineering to proceed with a formal bid process for Iowa Ave Pedestrian Activated Crosswalk and Midland Blvd & Blaine Ave Hawk Pedestrian Signal project.

Tom Points presented a staff report explaining that through multiple funding applications the City of Nampa was awarded Federal Funds to design and construct multimodal transit improvements for two projects. The North Nampa Neighborhood Multimodal project is currently under construction while the Iowa Avenue Pedestrian Activated Crosswalk and the Midland & Blaine Ave. HAWK Pedestrian Signal project is currently under design.

Funding is through the Federal Transit Authority (FTA) Grant Program and administered by Valley Regional Transit (VRT). A subrecipient agreement was executed for the North Nampa Neighborhood Multimodal project Key Number 19959 which the proposed amendment will modify.

As previously discussed, VRT has supplied the amendment to the existing subrecipient agreement as funding has been appropriated to include funds for project Key No. 19855 (Iowa Avenue Pedestrian Activated Crosswalk and the Midland & Blaine Ave. HAWK Pedestrian Signal), (See Exhibit A, Vicinity Map).

Total estimated design and construction cost for Project 19855 is $579,000 with the federal allocation being $463,200 (80%) and the City of Nampa’s match portion being $115,800 (20%). Two project sites are included as follows:

- Key No. 19855: Iowa Ave. Pedestrian Activated Crosswalk & Bike Lane - construct a Pedestrian Activated Crosswalk across W. Iowa Avenue, near Owyhee Elementary and construct pavement markings and signage for bike facilities along Iowa Avenue.
- Key No. 19855: Midland Blvd Pedestrian Hybrid Beacon & Blaine Avenue Bike Boulevard - construct a High-intensity Activated crosswalk (HAWK) for the Midland Blvd crosswalk at Blaine Avenue and construct pavement markings and signage for bike facilities along Blaine Avenue.

The City of Nampa’s match will be paid out of FY19 Streets Budget; as budgeted.
The Federal Program Funding Subrecipient Agreement Amendment (see Exhibit B, Amendment) must be executed between the City of Nampa and VRT. Key additions of the Amendment are summarized below:

- Total funding is increased, Maximum federal funds available under the amendment is increased to $935,000, the City of Nampa is responsible for an estimated local match of $233,750 and is responsible for all overages.
- The term of the agreement will be extended to 9/30/2020.

Council authorized a Task Order with Paragon Consulting, Inc. for design and construction engineering services for the project on November 5, 2018.

Construction is anticipated to begin in June 2020 with completion in August 2020, pending availability of the electrical equipment for the pedestrian activated crosswalk and the pedestrian hybrid beacon. This construction window was selected to reduce impacts with adjacent schools as well as potentially receiving lower bids with an extended window for bidders to plan their work for next year.

Estimated construction costs are $584,367.

Engineering recommends proceeding with the formal bid process.

MOVED by Bruner and SECONDED by Hogaboam to authorize the Mayor to sign the Subrecipient Agreement Amendment (Exhibit B) and authorize Engineering to proceed with the formal bid process for the Iowa Avenue Pedestrian Activated Crosswalk & Midland & Blaine Avenue Hawk Pedestrian Signal project, Key Number 19855. The Mayor asked for a roll call vote with Councilmembers Levi, Haverfield, Hogaboam, Bruner voting YES. Councilmember Skaug voting NO and Councilmember Rodriguez ABSENT. The Mayor declared the

MOTION CARRIED

Item #5-8. - Mayor Kling presented the request to authorize the Mayor to sign MOU with the National Main Street Center for the administration of the Kevin and Mary Daniel Fund.

Economic Development Assistant Director Robyn Sellers presented a staff report explaining that the National Main Street Center announced the launch of the Kevin and Mary Daniels Fund to help stimulate Nampa’s Main Street Program and revitalization efforts in Downtown Nampa. This fund has been established in appreciation for all Kevin and Mary have done for America’s cultural heritage.

Kevin Daniels, owner of Daniels Real Estate based in Seattle, grew up in Nampa and has a passion to help communities thrive. Daniels recently moved to trustee emeritus status on the Main Street board.
The Kevin and Mary Daniels Fund received $100,000 in donations from Main Street board members, colleagues and friends to honor their dedication to historic preservation and help improve facades of Downtown Nampa’s historic buildings.

The fund will be administered by the National Main Street Center for the first round of funding and they help with working recipients on rehabilitation projects and historic façade improvements.

Attached is the Memorandum of Understanding between the City of Nampa and the National Main Street Center. It defines the roles and responsibilities of National Main Street and the City of Nampa’s Economic Development office to administer the Kevin and Mary Daniels Fund.

Staff Recommendation is to approve the Mayor to sign the Memorandum of Understanding with National Main Street Center for the administration of the Kevin and Mary Daniels fund.

MOVED by Haverfield and SECONDED by Hogaboam to authorize the Mayor to sign the Memorandum of Understanding with National Main Street Center for the administration of the Kevin and Mary Daniels fund. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #5-4. – The following Resolution was presented:

Fire Chief Kirk Carpenter presented the following staff report explaining that with the Federal AFG Grant that Nampa Fire received to purchase new SCBA Air Packs we no longer need our old and outdated Drager SCBA’s. Nampa Fire has found another fire department in Henderson NV that can use and is interested in the old equipment. We have made an agreement that in return for some of our old SCBA packs Henderson Fire will purchase Nampa Fire some needed station furniture.

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

MOVED by Hogaboam 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 43-2019 and directed the clerk to record it as required. 

MOTION CARRIED

 (7) Unfinished Business 

Item #7-1. – The following Ordinance was read by title:
AN ORDINANCE OF THE CITY OF NAMPA, IDAHO, TO PROVIDE IL (LIGHT INDUSTRIAL) ZONE DESIGNATION FOR CERTAIN LANDS, COMMONLY KNOWN AS 1504 GARRITY BOULEVARD, NAMPA, CANYON COUNTY, IDAHO, COMPRISING APPROXIMATELY 2.38 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 RML (LIMITED MULTIPLE-FAMILY RESIDENTIAL) TO IL (LIGHT INDUSTRIAL); PROVIDING FOR RECORDATION; INSTRUCTING THE CITY ENGINEER TO DESIGNATE SAID PROPERTY AS IL (LIGHT INDUSTRIAL) 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 Dean Loni R Monson)

The Mayor declared this the first reading of the Ordinance.

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

MOVED by Hogaboam and SECONDED by Haverfield to pass the preceding Ordinance under suspension of rules. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the ordinance duly passed, numbered it 4461 and directed the Clerk to record it as required.

MOTION CARRIED

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

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO TO PROVIDE IL (LIGHT INDUSTRIAL) ZONE DESIGNATION FOR CERTAIN LANDS, COMMONLY KNOWN AS 2806 LANDON LANE, NAMPA, IDAHO, COMPRISING APPROXIMATELY 2.95 ACRES, MORE OR LESS; DETERMINING THAT SAID ZONING IS IN THE BEST INTEREST OF THE CITIZENS AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF NAMPA, IDAHO; REZONING SAID PROPERTY FROM BC (COMMUNITY BUSINESS) TO IL (LIGHT INDUSTRIAL); PROVIDING FOR RECORDATION; INSTRUCTING THE CITY ENGINEER TO DESIGNATE SAID PROPERTY AS IL (LIGHT INDUSTRIAL) 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 Thiel & Thiel, LLC)

The Mayor declared this the first reading of the Ordinance.
Mayor Kling presented a request to pass the preceding Ordinance under suspension of rules.

MOVED by Haverfield and SECONDED by Levi 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 4462 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 City of Nampa 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)

8-4. 1st reading of Ordinances for 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 approval (ANN 121-19) (PH was 7-15-2019)

8-5. 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. for Dean Anderson. The Planning and Zoning Commission recommended approval (ANN 122-19, ZMA 107-19) (PH was 8-5-2019)

8-6. 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 NE ¼ NW ¼ of Section 23, T3N, R2W, BM located at 1504 Garrity Blvd. for Dean Loni R. Monson. The
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Planning and Zoning Commission recommended approval (ZMA 108-19) (PH was 8-5-2019)

8-7. Annexation and Zoning to RA (Suburban Residential) for 2.30 acres or 100,188 sq. ft. located at 1460 Lake Lowell Ave 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. The Planning and Zoning Commission recommended approval (ANN 125-19) (PH was 8-19-2019)

❖ (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 Bruner and SECONDED by Haverfield to adjourn into executive session at 10:45 p.m. pursuant to Idaho Code 74-206 (1) 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 Haverfield and SECONDED by Skaug to conclude the executive session at 11:12 p.m. during which discussion was held regarding Idaho Code 74-206 (1) and 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 all in favor say aye with all councilmembers present voting AYE. The Mayor declared the

MOTION CARRIED

MOVED by Haverfield and SECONDED by Skaug to adjourn the meeting at 11:13 p.m. The Mayor declared the

MOTION CARRIED

Passed this 16th day of September 2019.

______________________________
MAYOR

ATTEST:

______________________________
NAMPA CITY CLERK
Mayor Kling called the meeting to order at 5:00 p.m.

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

Nampa City Attorney Douglas Waterman was present.

Clerk also made note that Planning and Zoning Commission Members Hutchings, Kehoe, Kropp, McGrath, Miller, Kirkman, Sellman, VanAuker were present. Planning and Zoning Commission Members absent were Garner.

Clerk also made note that Building and Site Design Members Gable, Randell, Hatch, Veloz, Volkert were present. Building and Site Design Members absent were Manlove, Smith.

Also in attendance were: Clerk Specialist II Nathaniel Haveman; Clerk Specialist II Joy Hall; Senior Planner Kristi Watkins; Work Force Director Bobby Sanchez; Chief of Staff Clay Long; Communication Manager Amy Bowman; Economic Development Director Beth Ineck; Parks and Recreation Director Darrin Johnson; Nampa City Engineer Daniel Badger; Planning and Zoning Director Norm Holm; Principal Planner Rodney Ashby; Senior Planner Doug Critchfield.

The Mayor presented the purpose for the meeting: we work together to achieve “a safe and healthy community where people prosper.” Therefore, this workshop is intended to help enhance our communication, collaboration, and mutual understanding of our various roles. We will review the proposed 2040 Comprehensive Plan and City of Nampa’s strategic plan. The work of Nampa City Council, the Planning & Zoning Commission and the Design Review Committee is greatly valued and appreciated.

The work of all our city commissions is appreciated. Specific to this meeting, we value and appreciate the work of the Nampa City Council, the Planning & Zoning Commission and the Design Review Committee. As we work together to achieve “a safe and healthy community where people prosper,” this workshop is intended to help enhance our communication, collaboration, and mutual understanding of our various roles. We will review the proposed 2040 Comprehensive Plan, City of Nampa’s strategic plan and recommended code changes.

Economic Development Director Beth Ineck presented the following staff report:

**Downtown Strategic Planning**

- Idaho Downtown Assessment Program, Department of Commerce
  - Focus Groups and Community Surveys
- BID Strategic Planning
  - Board based strategic planning
What we Heard

- A place where people want to be and businesses flourish

Implementing Change

- Adjustments to the Parking Management Plan
- Property Maintenance Code Adoption
- Design Review through Arts and Historic Preservation Commission
- Development of a full Main Street Program
  - Funding for Main Street Program Manager
  - Formation of Board of Directors including variety of stakeholders
- Review of Nampa City Ordinances to shape downtown in alignment with community vision.

Balance of Nightlife (Bars) and Family Friendly

- Greenville South Carolina – Regulated at time of CUP (Conditional Use Permit)
- Greensborough North Carolina – Regulated as Privilege License
- St. Charles Missouri – ongoing regulation through point system
Definition of Privilege License

- Regulatory tool to manage businesses that have the potential to affect the economic and social wellbeing of the city and its residents.
  - Commonly found in Southeast USA: North Carolina, Alabama, Mississippi as well as Las Vegas

Privilege License for Nampa

- Issued prior to liquor license, utilize Greenville model of application
  - Technical Advisory Committee composed of staff from Econ. Dev, Building, P&Z, Police, Fire, Clerks and Mayor Office
  - Regulates establishment serving alcohol.
    - Approval by Technical Advisory Committee appealed to Nampa City Council
  - Requires full application and in-person meeting with committee and business owner
  - Application includes:
    - Operating Plan, Security Procedures, Seating Plan, Business Plan, Questions on:
      - Describe how consistent with Comprehensive Plan
      - Describe how appropriate for location and compatible with character of existing and permitted uses and will not reduce property values.
      - Describe ways request will minimize adverse effects on adjacent lands including visual, parking, noise, glare and vibration, how will request not create a nuisance.

Clear Definition of Criteria for New or Renewal Applications

- Potential Point System based on Goals of Downtown
  - Orderly premises through prevention of immorality, violations of the law, affrays, breaches of the peace upon the premises, parking lots and area surrounding premises which is used as part of the business or under control of the license.
  - Good Moral Character defined in St. Charles MO ordinance.
  - The project should reflect the vision identified in the Comprehensive Plan.
  - The operation should not create a nuisance to surrounding neighbors.
  - No criminal activity or police calls to business.

Approval Process

1. Staff approval of Privilege License
2. P&Z approval of CUP (Conditional Use Permit) with submittal of approval for Privilege License
3. Approval of Alcohol License through Nampa City Council
Regulatory Options for DH District

- Privilege License
  - Require privilege license for all alcohol permits in Historic District
    - Renewal annually or every 3-5 years to ensure owner is in compliance with initial plans
- CUP (Conditional Use Permit) process
  - Elimination of the automatic transfer of CUP (Conditional Use Permit) from one owner to next
  - CUP (Conditional Use Permit) considered abandoned after 60 days of in operation
- Alcohol Permit
  - Only granted after Privilege License and CUP (Conditional Use Permit) approval

Business License

- Additional evaluation being conducted around implementation of Business License for all businesses in the City of Nampa.
  - Public Safety, Fire and Building Department know who is in the City of Nampa and ensure compliance with Life Safety Regulations
  - Economic benefit of understanding business mix, employment and industry

Mayor and Councilmembers made comments.

Building and Site Design members made comments.

Planning and Zoning members made comments.

Proposed Code Amendments to Title X Chapter 33: Corridor Beautification

Purpose of Proposed Changes:

- Clarify
- Less subjective interpretation
- Eliminate repetition
- Meet current needs of community
- Match established city processes
- Partnered closely with Parks Division & Nampa City Forester

As part of the Nampa City’s efforts to update Planning & Zoning Code, we have worked closely with our Nampa City Attorney to improve clarity so that less subjective interpretation is necessary and so that city boards, residents, and developers can better understand what is expected. Some changes were also necessary to eliminate repetition, to create more concise direction, to meet the current needs of the community, and to better match established city processes. We have worked closely with the Nampa City Forester and Parks Division to update this chapter of our code.
Summary of Proposed Changes:

- Two trees required on residential lot (1 in ROW)
- Smaller residential front yards only need plant 1 tree
- Multi-family housing shall plant ROW trees per code and 1 (one) tree per 2,500 s.f. of landscaping
- No trees permitted in the airport runway protection zone (RPZ)
- Trees shall be selected from the Treasure Valley Tree Selection Guide (TVTSG)
- Deferral Agreement required for landscaping not installed due to weather/season

Proposed changes to the Corridor Beautification zoning code chapter are attached as exhibits. The following is a summary of the most critical changes being proposed.

1. A new residence or subdivision in the RA, RS and RD zoning districts shall plant two (2) trees per dwelling unit; one (1) ‘Class II’ tree in the Right-of-Way, and one (1) ‘any class’ tree on each lot. If the right-of-way planting area is less than 100 square feet, the tree that is required in the right-of-way may, in lieu, be planted in the front yard of the property. This requirement was a change from a minimum requirement of two trees in the front yard—one in the right-of-way and one in the yard. In some cases, due to the shape and size of a yard, it was very difficult to plant two trees.

2. New Multi-Family residences and subdivisions in the RML, RMH and RP zoning districts shall plant street trees in the right-of-way per Section 10:33-4.A.2: Corridor Landscaping. In addition, a minimum of one (1) ‘any class’ tree for every 2,500 square feet of landscape area shall be planted, with exception to parking lots which require Class II trees.

3. No trees shall be allowed in the airport runway protection zone (RPZ), building restriction line (BRL), or within five hundred feet (500’) of the North Kings Road/ Airport Road or Victory Road/Happy Valley Road intersection centers. Trees near the airport attract birds and create a safety concern for pilots.

4. All trees shall be selected from the Treasure Valley Tree Selection Guide (TVTSG), incorporated herein by reference, with the exception of the Acer Rubrum and the Acer Freemenii species. This is a regionally produced tree list for our area.

5. Trees specified for planting in the Right-of-Way shall be deciduous and selected from the TVTSG Class I and Class II Tree List. The city forester and city planning director shall have discretion to require a substitution for any tree species specified. Tree species that are not specified in the TVTSG list and trees placed in common areas shall require review and approval from the city forester or planning director.

6. The City of Nampa may request or require a deferral agreement requiring specific landscaping in the event of such redesign or redevelopment. For landscaping that cannot be installed due to weather between November 1 and May 1 of the following year, a deferral agreement shall be required.

Next Steps

Public Hearings for:
- Storage & Landscaping Code Changes (September & October)
Special Council  
September 3, 2019

- Master Plan Adoptions (Fall 2019)
- Comprehensive Plan and Strategic Plan submitted for Council approval later this year

**Strategic Plan & Communication Between Governing Boards**
Shannon McGuire, a consultant who helped the City of Nampa through the development of the Strategic Plan, will review the plan with the boards and will guide members through a process to help improve communication and collaboration.

Principal Planner Rodney Ashby presented the following staff report:

**Conditional Use Permits examples**
- Multi-family Residential in BC district
- Drug/Alcohol Addiction Treatment Center
- Shelter/Temporary Housing
- Public Self-Storage Unit Developments
- Bars (not associated with restaurant)
- Recreational Vehicle Parks

Mayor, Councilmembers, and Building and Site Design and Planning and Zoning Commissioners made comments.

**MOVED** by Hogaboam and **SECONDED** by Haverfield to **adjourn** the **meeting** at 6:09 p.m.  
The Mayor declared the **MOTION CARRIED**

Passed this 16th day of September 2019.

____________________________________
MAYOR

ATTEST:

____________________________________
NAMPA CITY CLERK
NAMPA AIRPORT COMMISSION
AUGUST 12, 2019

The meeting was called to order at 5:30 pm by Chairman Aaron Bear

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

1-Administrative
**Item 1-1 Action Item**: Approval of the minutes from the 07-08-19 regular meeting.

MOVED by Miller to **approve the minutes** for the **regular** meeting of July 8, 2019, seconded by Thiel.

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

**MOTION CARRIED**

**Item 1-2**: Commissioner Reports: Warhawk Air Museum Expansion- Chairman Bear reported the Airport Superintendent, Deputy Public Works Director (DPWD) Barnes, Commissioner Miller and himself have met with the Warhawk Air Museum (WAM) in ongoing discussions regarding their desire to expand the museum. Items that have been discussed; Relocating the shade hangars to create expanded ramp space for the existing museum. The Airport Superintendent will be following up on the feasibility of relocating the shade hangars; Expanding the existing museum to the south, between the museum and maintenance hangar resulting in an addition of 18,000 SQFT to the existing building; Looking at options to expand to the east and/or south to add a bit more space in the future.

DPWD Barnes also noted they have discussed with WAM the option of a Concept Plan Review (CPR) with the City as a next step in the design process. A CPR meeting is a tool to get feedback from Planning & Zoning, Fire, Engineering and the Building Departments on a proposed project. WAM would schedule the CPR when they are ready.

Councilman Haverfield questioned if the WAM expansion has Council approval. Chairman Bear indicated once a clearly defined plan is determined for the WAM expansion the Commission will make a recommendation to City Council. Commissioner Miller noted the WAM expansion plan is not far enough along to go to City Council at this time.

Councilman Haverfield indicated the expansion plan must address any loss of revenue to the Airport. He also recommended when the WAM expansion plan is presented to City Council Airport staff and WAM representatives be in attendance in the event of Council questions. He recommends all issues that deal with Airport revenue and the proposed expansion be worked out prior to the Council presentation. He indicated there is a need to protect the Airport’s revenue and to find a way to support WAM with their expansion.

**Item 1-3**: Staff Report:
1-3a: 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.
NAMPA AIRPORT COMMISSION
AUGUST 12, 2019

- Miscellaneous; FAA Airport District Office safety inspection went well. We were issued a satisfactory report. The inspection looked at pavement edge lips, pavement marking visibility, visibility of lighting and nav aids, vegetation control and safety areas: holes, bumps or hay bales. One taxiway edge light was noted as down. The report also noted the trees in the 29-end of the runway protection zone as an obstruction. The highway district has since removed these trees in preparation of the future roundabout; Soliciting quotes for the Terminal first floor - flooring replacement, having a difficult time getting a response on quotes; Completed hangar LED light upgrades.
- Routine Maintenance – Weed spraying is ongoing; Airfield mowing is ongoing; Rodent/FOD (Foreign Object Debris) control on going. The chihuahua has been occasionally spotted, typically on the 11-runway end.
- Planned events; CAF B-17 and B-25 visit – August 5-12 was successful. Both aircraft left today; Warhawk Air Museum Warbird Round-up – August 24/25.

Commissioner Miller noted “scars” on the north east side of the Airport. He asked if these are from Big Bite installing the sewer and if the project is finished. The Airport Superintendent reported Big Bite appears to be finished. He went by earlier today and noted they had run the east-west sewer line and were in the process of covering the line. He thought Big Bite was going to run a portion of the north-south services lines as well. The services lines were not part of the contract. DPWD Barnes noted the project may need City inspections/testing for completion.

1-3b: Jeff Barnes, Deputy Public Works Director (DPWD), reported the final FY2020 budget will go before City Council on August 19th.

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. The FAA is working with the State Historic Preservation Office (SHIPO) for an updated determination on the structures on the property. The updated determination is in reference to demolition of the structures. As of today, SHIPO has not responded. Until SHIPO rewrites the determination of eligibility letter the project is at a standstill.

Commissioner Beverly asked if there is an educated guess on the SHIPO determination for the buildings on the property. Mr. Lemenager indicated J-U-B feels with the FAA supporting the demolition of the buildings SHIPO will approve the determination of eligibility letter.

Item 2-2: AIP-31 (Construct Hangar Taxilanes and Taxiways) - Tom Lemenager, J-U-B Engineers updated the Commission on the Taxiway/Taxilane Extension Project. The installation of the sewer in the project area is complete as of today, the contractor is waiting for City inspections. Inspections should be complete this week. Mr. Lemenager anticipates August 26th as the start date for the taxiway/lane construction to begin. The project is scheduled to take 33 calendar days. The construction project cost is $522,250.00. The contract has been signed by both the City and Idaho Materials Construction.

Item 2-3: AIP-30 (Master Plan Update) – Kevin Bissell, T-O Engineers, updated the Commission on the Master Plan. All chapters of the Master Plan have been written. They are working on final edits to the
NAMPA AIRPORT COMMISSION
AUGUST 12, 2019

Financial Planning and Land Use Chapters. The Airport Layout Plan (ALP) set is almost complete. They are assembling the appendices for the report.

Mid October is the target date for the final public meeting. Mr. Bissell reported that the City Planner would like to combine the final Master Plan Meeting with the Transportation Plan meeting which will impact the same Airport neighbors. DPWD Barnes clarified, the Transportation Plan will address Airport Road, 39th Street and the proposed round about at Airport Rd./39th St./Municipal Dr.

Mr. Bissell also noted that T-O has participated in the meetings with the Warhawk Air Museum regarding their proposed expansion. The Master Plan ALP will show the shade hangars being relocated and will indicate an expansion area. Mr. Bissell also reminded the Commission the Master Plan is the City/Airport’s Master Plan, not the Warhawks Master Plan. The City should make the call on how any proposed expansion to facilities on the Airport should show on the Master Plan. In order to finish the ALP, the City should make a determination by September regarding how they would like the proposed expansion to show on the Airport Master Plan.

The Airport Superintendent asked; after the final public meeting the Master Plan Report and ALP will be sent to the FAA for review, how long does the FAA have to review the document? Mr. Bissell indicated the FAA does not have a time limit for Master Plan reviews. You can expect a minimum of two months for their review.

DPWD Barnes asked if the City internal review will occur simultaneously with the FAA review. Mr. Bissell indicated ideally the City internal review is completed prior to the FAA review. Once the FAA has approved the Master Plan, any changes made by the City will trigger a second FAA review/approval.

3-Airport Business

Item 3-1 Action Item: Northwest Backcountry Aircraft, LLC – Review standard Land Lease and Memorandum of Lease for lot 2440– Chairman Bear reported to the Commission this is a new lease for the hangar that Northwest Backcountry Aircraft is building on the field.

MOVED by Thiel and seconded by Miller:

*The Airport Commission hereby recommends to City Council they authorize the Mayor to sign the new standard Land Lease and Memorandum of Lease with Northwest Backcountry Aircraft, LLC for lot 2440 effective August 19, 2019.*

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

**MOTION CARRIED**

Item 3-2: Hangar North, LLC – Review standard Land Lease and Memorandum of Lease for lot 2435– Chairman Bear reported to the Commission this is a new lease for the hangar that Hangar North is building on the field.

MOVED by Beverly and seconded by Miller:

*The Airport Commission hereby recommends to City Council they authorize the Mayor to sign the new standard Land Lease and Memorandum of Lease with Hangar North, LLC for lot 2435 effective August 19, 2019.*
Chairman Bear asked all in favor to say aye with all Commissioners present voting **AYE.**

**MOTION CARRIED**

**Item 3-3: Revisit Gate Remote Use / Sales**—Chairman Bear reported to the Commission there have not been any reported gate incidents to staff in the last 90 days. In speaking with the Airport Superintendent, staff feel it is ok to resume sales of the remotes.

Commissioner Beverly questioned; What is the point of the remotes? Not having to stop and enter a code?

The Commission noted that the remotes are a convenience to our users. Our gate system is currently set up for remotes.

The Commission discussed the remote price. The Commission does not want them to be sold at our cost. The cost should not be cheap, nor should it be exorbitant. The Commission indicated they feel $60.00 is reasonable.

The Airport Superintendent noted there are few items that staff would like addressed: Tenants only; Remote cost; A remote purchase agreement that addresses gate rules and acknowledgment of use; How many remotes per person.

The Commission discussed limiting the number of remotes per user. The Commission discussed of three remotes per box hangar, one remote to a T-hangar. The Commission decided three remotes per hangar. If the number of remotes per user/hangar becomes a problem the Commission will re-visit the number of remotes per hangar in the future.

MOVED by Miller and seconded by Thiel to resume gate remotes sales. The remote cost will be $60.00. Three remotes per hangar will be allowed.

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

**MOTION CARRIED**

MOVED by Beverly and seconded by Miller 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 5:57 PM

Passed this 9th day of September 2019

[Signature]

COMMISSION CHAIRMAN

[Signature]

AIRPORT SUPERINTENDENT, SECRETARY
CONSENT TO BID
CRUSHED AGGREGATE FOR CHIP SEAL FY20
(as approved in the FY20 Budget)

- The Streets Division is beginning procurement of crushed aggregate for the FY20 chip seal program.

- This is part of the city’s Asset Management Program implemented in 2007 to strategically and cost effectively facilitate the department’s goal to provide efficient and sustainable development of public infrastructure for Nampa’s future.

- Engineering evaluated the condition of the roadways in next year’s Zone E according to a Pavement Condition Index (PCI) scale from 1-100. A new road has a PCI of 100 while anything less than 60 is considered poor or failed.

- Staff selected roadways to be chip sealed based on PCI, functional classification, traffic volume, safety considerations, available funding and engineering judgment (see Exhibit A).

- In order to chip seal the 2.5 million square feet of arterial and collector roadways and the 3.8 million square feet of residential roadways, procurement of 3,400 ton of ½ inch aggregate and 4,500 ton of ¼ inch aggregate is required.

- Estimated cost for 3,400 ton of ½” crushed aggregate and 4,500 ton of ¼” crushed aggregate is $319,900

- Funding for the crushed aggregate is from FY20 Streets Pavement Management.

- The project is anticipated to bid in early November and crushing will take place December 2019 through April 2020.

- The contractor will haul the gravel from the contractor’s pit to the city stockpile.

- Engineering Division recommends authorization of this bid process.

REQUEST: Council authorize Engineering Division to proceed with the formal bid process for the Crushed Aggregate for Chip Seal FY20 project.
BID AWARD
NAMPA DEVELOPMENT SERVICES CENTER BUILDING
PARKING LOT IMPROVEMENTS
THE CITY OF NAMPA, FACILITIES DEVELOPMENT
(As approved in the FY19 budget)

- As part of the overall tenant improvements at the Nampa Development Services Center, there is a need for site work in the Office Parking Lot. This project includes expanding the quantity of parking stalls, asphalt repairs, and an enlarged trash/recycle enclosure. The project is to be funded through the Development Services Fund. The expenditure was approved as part of the 2019 budget amendment to purchase the building and make necessary improvements.

- Facilities Development released bid documents on August 29, 2019 and held a pre-bid walk-through on September 10, 2019. Bids are due by September 18, 2019. Facilities Development is requesting pre-approval of the low bid, not to exceed the consultants estimate of $85,000 in order to insure there is time available to complete the work before adverse weather conditions.

- The Proposer provides all management, supervision, labor, materials, supplies, and equipment, and will plan, schedule, coordinate and assure effective performance of all services described herein. Summarily they will provide site work at the Nampa Development Services Center Parking Lot.

- Contractor will be required to provide necessary bonds, insurance and other documents before the agreement can be executed and the Notice to Proceed issued.

REQUEST: Council approve the low bid and authorize Mayor Kling to sign contract with the low bidder for Parking Lot Improvements at The Nampa Development Services Center Building, not to exceed the amount of $85,000.
DEPARTMENT OF BUILDING SAFETY AND FACILITIES DEVELOPMENT

THIS AGREEMENT executed on this the <day> of <month>, <year> by and between City of Nampa, (hereinafter "Owner"), and <CONTRACTOR NAME> (hereinafter "Contractor").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein "City of Nampa hires Contractor, and Contractor agrees to work for City of Nampa under the terms and conditions hereby agreed upon by the parties:

WORK TO BE PERFORMED

Contractor agrees to perform work for City of Nampa on the terms and conditions contained herein and as agreed upon as described within the bid documents.

City of Nampa does hereby employ the Contractor to perform the services and work as stated in the bid documents for Nampa Development Services Center Building Parking Lot Improvements for, the total sum of <AMOUNT>,

LIQUIDATED DAMAGES

Contractor hereby agrees to commence work under this contract within 10 days of the Notice to Proceed and to fully complete the project within 30 consecutive calendar days thereafter. Contractor further agrees to pay as liquidated damages, the sum of $250 for each consecutive calendar day thereafter or after the established substantial completion date or adjusted date as established by change orders. These damages shall not apply, should unforeseeable causes beyond the control and without the fault or negligence of the Contractor cause delays in the completion of this project.

INSURANCE

Contractor agrees to provide and maintain insurances in the amount of $1,000,000 General Liability, $2,000,000 Aggregate, and $1,000,000 Automobile Liability and Workers Compensation.

HOLD HARMLESS

Contractor agrees to defend, indemnify and hold City of Nampa harmless from any and all liability or claim for damage because of bodily injury, death, property damage, sickness, disease or loss and expense resulting from, arising out of, or incurred from the Contractors' negligence in the performance of the construction Contract. Each Contractor and subcontractor is acting in the capacity of an independent Contractor with respect to the Owner. The Contractor further agrees to protect, defend and indemnify the Owner from any claims by laborers, subcontractors or anyone directly or indirectly employed by Contractor or Subcontractor for unpaid work or labor performed or materials supplied in connection with the Construction Contract.
LIEN WAIVERS

Contractor shall protect, defend and indemnify City of Nampa from any claims for unpaid work, labor or materials.

WITHHOLDING

Contractor is an Independent Contractor and shall be responsible for his own income taxes and other employment taxes.

ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of City of Nampa, but in no case shall consent relieve Contractor from their obligations, or change the terms of the contract.

PERMITS AND LICENSES

Contractor agrees to provide and maintain any and all required State and local permits, and/or inspection fees per City of Nampa Building Department. Contractor must possess and maintain a valid Public Works license with the State of Idaho.

WORK PERFORMANCE

1) The Contractor shall protect all work adjacent to the Contract site from any damage resulting from the work of the Contractor and shall repair or replace any damaged work at his/her own expense.

2) The Contractor shall replace and put in good condition any existing conditions damaged in carrying out the contract.

3) The Contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience.

4) The Contractor shall conduct his activities in a business like manner and adhere to the reasonable wishes of the Owner in relation to his working schedule.

RIGHT TO STOP WORK

If the Contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

DEFAULT

The contract may be cancelled or annulled by City of Nampa in whole or in part by written notice of default to Contractor upon non-performance, violation of contract terms, delivery failure, bankruptcy, or insolvency, or the making of an assignment for the benefit of creditors. City of Nampa reserves the right to grant Contractor a specified cure period during which to cure or remedy the default, which cure period shall be included in the written notice of default.
INVOICING

Following acceptance of each payment term, payment shall be made within thirty (30) calendar days from receipt of itemized invoice. Before City of Nampa will pay any invoice, the invoice must include the job name, department name, dollar amount and any other pertinent information.

Conflict of Interest

No person who is an employee, agent, consultant, officer, or elected or appointed official of the City of Nampa or other pertinent party may obtain a personal or financial interest or benefit from, or have an interest in, this contract or the proceeds hereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter, if they exercise or have exercised any functions or responsibilities with respect to the program or are in a position to participate in a decision-making process or gain inside information with regard to the program.

This Contract shall be construed under the laws of the State of Idaho and City of Nampa and may be modified or amended only by a written instrument executed by both the Owner and the Contractor.

IN WITNESS WHEREOF, THE OWNER AND THE CONTRACTOR HAVE EXECUTED THIS CONTRACT AS OF THE DATE FIRST WRITTEN ABOVE.

CONTRACTOR NAME

AUTHORIZED SIGNATURE/TITLE

________________________________________

CITY OF NAMPA

AUTHORIZED SIGNATURE/TITLE

________________________________________
APPROVE NEW LEASE AT NAMPA MUNICIPAL AIRPORT
FOR LOT 2376
(Reviewed and Approved by Legal Counsel)

- On September 18, 2018, Haley Contracting (Leland Haley) signed a 20-year land lease for Lot 2376 (see vicinity map, Exhibit A)

- On August 30, 2019, Airport staff received a letter from Leland Haley (Lessee) offering Nampa Municipal Airport first right of refusal

- The Lessee also made known they had received an offer to purchase the land lease, with improvements, from Robert Elson

- On August 30, 2019, Robert Elson submitted a lease application

- On September 6, 2019, Lessee signed and returned the termination agreement
  - The termination agreement is contingent upon the sale of the land lease with improvements

- On September 6, 2019, Robert Elson signed and returned the Land Lease Agreement

- On September 9, 2019, the Nampa Airport Commission moved to recommend that City Council authorize the Mayor to sign the Agreement to Waive First Right of Refusal and Terminate Lease with Haley Contracting (see Attachment A) dated September 18, 2018, and sign new Nampa Municipal Airport Land Lease Agreement (see Attachment B) with Robert Elson effective September 16, 2019, for Lot 2376

REQUEST: Authorize Mayor to sign, (1) Agreement to Waive First Right of Refusal and Terminate Lease with Haley Contracting dated September 18, 2018, and (2) Nampa Municipal Airport Land Lease Agreement with Robert Elson, effective September 16, 2019, for Lot 2376.
Airport Lot #2376: 60’ wide x 60’ deep = 3,600 square feet at $0.269 per square foot
=$968.40 per year

Payment by Haley Contracting for 2019 will be transferred. No additional payment due for 2019.
AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL AND TERMINATE LEASE – LOT # 2376

THIS AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL AND TERMINATE LEASE (the “Agreement”) is made and entered into this 16th day of September 2019, between the City of Nampa, a Municipal Corporation of the State of Idaho (“Lessor”) and Haley Contracting (“Lessee”).

WHEREAS, on or about September 18, 2018 Lessor and Lessee entered into a Standard Land Lease (“Lease”) for a 60’w x 60’d hangar improvement on Lot #2376 (the “improvement”), at the Nampa Municipal Airport; and

WHEREAS, the Lease contained a right of first refusal in favor of the Lessor; and

WHEREAS, on August 30, 2019 Lessor received from Lessee a Notice offering to sell the improvement to it for the sum of $230,000.00

NOW THEREFORE, Lessor and Lessee hereby covenant and agree as follows, to-wit:

1. Lessor waives the first right of refusal to purchase the improvement granted to it under the Lease, and declines the offer to purchase said improvement pursuant to the Notice which it received from Lessee on August 30, 2019.

2. Lessor and Lessee agree to terminate the Lease effective September 16th, 2019; this termination is specifically contingent upon the sale of the improvement by Lessee to a third party.

“LESSOR”

CITY OF NAMPA

By: ____________________________
Debbie Kling, Mayor

Attest: __________________________
Deborah Rosin, City Clerk

By: ____________________________
Montgomery Hasl, Airport Superintendent

“LESSEE”

Haley Contracting

By: ____________________________
Leland J. Haley, President
TOOTHMAN-ORTON ENGINEERING COMPANY
CONSULTING ENGINEERS, SURVEYORS AND PLANNERS
9777 CHINDEN BOULEVARD
BOISE, IDAHO 83714-2008
208-323-2288 • FAX 208-323-2399
boise@toengco.com

PROJECT: 04003
DATE: April 04, 2006
PAGE: 1 of 1

EXHIBIT “A”

DESCRIPTION OF LEASE PARCEL 2376
NAMPA MUNICIPAL AIRPORT

A parcel of land lying in the SW 1/4 of the NE 1/4 of Section 24, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the C 1/4 corner of said Section 24 as shown on Record of Survey Instrument No. 200325678, Records of Canyon County, Idaho, from which the 1/4 corner common to Sections 19 and 24, Township 3 North, Range 2 West, Boise Meridian, bears S.89°28'08" E., 2642.02 feet; thence,

A) N.50°11'59"E., 1171.45 feet to a point marking the northwest corner of said Lease Parcel 2376, and the POINT OF BEGINNING, ; thence,

1) S.90°00'00"E., 60.00 feet; thence,

2) S.00°00'00"W., 60.00 feet; thence,

3) N.90°00'00"W., 60.00 feet; thence,

4) N.00°00'00"E., 60.00 feet to the POINT OF BEGINNING.

CONTAINING 3,600 square feet, more or less.

SUBJECT TO: All Covenants, Rights, Rights-of-Way, Easements of Record, and any other encumbrances.
NAMPA MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

HANGAR LOT 2376
IMPROVEMENTS PURCHASED FROM
HALEY CONTRACTING

LESSEE:
ROBERT ELSON
674 EAST GENTLEWIND COURT
BOISE, ID 83706

LESSOR:
CITY OF NAMPA
c/o AIRPORT SUPERINTENDENT
116 MUNICIPAL DRIVE
NAMPA, ID 83687

EFFECTIVE TERM:
SEPTEMBER 16, 2019 – SEPTEMBER 30, 2039
This lease agreement (the “Agreement”) is entered into this 16th day of September 2019 by and between the City of Nampa, a Municipal Corporation of the State of Idaho (“Lessor”), and ROBERT ELSON (“Lessee”). The Superintendent of Public Works for the City of Nampa will designate the authorized agent to administer the provisions of this Agreement.

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;

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.

The term of this lease shall commence on September 16, 2019 (the “Effective Date”), and continue for a period of twenty (20) years from the effective date of this lease, terminating on September 30, 2039.

2. Renewal Option.

The Lessee shall have the right to renew this lease for one ten (10) year extension 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. Additional renewals may occur upon mutual agreement of the Parties. Lessor reserves the right to re-negotiate terms and conditions of this Agreement upon any 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; except that the use of any and all external pavement or concrete within the leased area shall be non-exclusive as to the owners, renters, or operators of adjacent Locked Lots, as well as any and all agents and invitees of the same, and Lessee shall not allow any obstruction to hinder the free passage of the persons, vehicles, or aircraft of said individuals upon or across Lessee’s premises, aprons, or ramps. Locked Lots are those lots which share no common border with a taxiway or taxilane.

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 and Airport Regulations. In addition, Lessee may use and occupy the leased Premises for the purpose(s) of (list all): AIRCRAFT STORAGE.
It is agreed that the only activity which Lessee may conduct on the leased premises, directly or indirectly, alone or through others, is that which is authorized under the terms of the agreement. Lessee understands and agrees that the right of ingress and egress to runways, taxiways, and aprons, now and hereinafter designed or constructed by Lessor shall be subject to all Airport Rules and Regulations, Minimum Standards, laws, regulations, grant obligations, policies and ordinances now or hereinafter adopted, and that the use of said runways, taxiways and aprons 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. Lessor shall provide Lessee with a copy of the most current version of the above cited Airport Rules and Regulations and Minimum Standards at the time of execution of this agreement. Lessor shall provide notice to Lessee prior to any amendments to said documents, the most current versions of which may be obtained from the Airport Superintendent.

Furthermore, it is understood by both parties that nonaeronautical uses and storage are not permitted at the Nampa Municipal Airport, and that if Lessee is found to be conducting a nonaeronautical use upon the leased premises, said activity shall be grounds for breach and default under this agreement. For all purposes, the term “Nonaeronautical Use” shall be construed consistently with how the term is used and defined on an ongoing basis by the FAA. To assist the parties in understanding how that term has been defined at or near the time of execution of this document, as of September 30, 2009, under Order 5190.6B, the Director of the Airport Compliance and Field Operations Division (ACO-1) has defined “Aeronautical Use” as “all activities that involve or are directly related to the operation of aircraft, including activities that make the operation of aircraft possible and safe. Services located on the airport that are directly and substantially related to the movement of passengers, baggage, mail, and cargo are considered aeronautical uses.” Order 5190.6B at § 18.3(a). Order 5190.6B then provides that “All other uses of the airport are considered nonaeronautical.” Order 5190.6B at § 18.3(c).

If this Agreement is for a Locked Lot, use of adjacent lots, as outlined in Section 3 of this Agreement, shall be strictly limited to ingress and egress to and from taxiways and taxilanes, and Lessee shall not cause or allow any use of or on adjacent lots which is not for these express purposes. Any damage caused to an adjacent lot by Lessee or any agent or invitee of Lessee shall be the sole responsibility of Lessee, except that Lessee shall not be responsible for ordinary wear and tear caused by use of adjacent lots for ingress and egress to and from taxiways or taxilanes.

5. Construction and Improvements; Subsequent Modifications, Alterations and Add-ons.

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

a. Construction shall be completed on each and every lot or lots leased by Lessee no later than six (6) months from the Effective Date of this agreement. Construction shall be deemed complete when the hangar or structure is eligible for or in receipt of a certificate of occupancy. If Lessee does not complete construction, except for reasons which the Lessor agrees to be beyond Lessee’s control, this lease will terminate on the six (6) month anniversary of the Effective Date. If, however, prior to the six (6) month anniversary of the Effective Date, Lessee requests in writing an extension of time in which to complete construction already commenced and substantially
underway, Lessor may grant an extension of time, not to exceed one hundred twenty (120) days, in which to complete said construction. If construction is commenced but not completed during the initial six (6) month period or an extension thereof, any structure or improvements remaining on the leased premises shall be dealt with in accordance with Section 9 below.

b. The construction of all facilities, together with landscaping, fencing and parking, shall be in accordance with plans to be reviewed and approved in writing by the Lessor before construction begins. All plans, specifications and construction activities shall comply with and be subject to all applicable laws and ordinances of the City of Nampa, the State of Idaho, and of the United States, the Airport Master Plan in effect, and shall be approved by the Nampa Airport Commission and the Nampa City Council. Further, any proposed construction may also be subject to FAA approval through the 7460 (Notice of Proposed Construction or Alteration) process.

c. Any additions or alterations to any structure located on the leased premises, as well as any addition of external air conditioning units, heating units, or any other external utilities, any portion of which will extend into a taxiway or taxilane safety area (“External Utilities”), shall be reviewed and approved in writing by the Airport Superintendent before commencement of construction, and may require, among other things, the obtaining of a building permit from the City of Nampa and/or FAA approval through the 7460 (Notice of Proposed Construction or Alteration) process. External Utilities may be permitted, upon review and written approval by the Airport Superintendent, and, whether placed on the ground or mounted on the side of the hangar, shall not be counted as additional square-footage in Tenants rental payment calculus.

6. 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 of each year unless otherwise agreed upon in writing by Lessor. The initial annual rental fee for the Premises shall be 26.9 cents per square foot of the entire Premises area. If the initial calendar year of the lease is less than twelve months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. Rental payments not paid within 30 days of the agreed date(s) shall be considered delinquent and in default of this Agreement.


The rent will be automatically increased annually, effective January 1, according to the percentage increase of the Consumer Price Index – US City Average, All Items (CPI-U, Bureau of Labor Statistics) for the twelve calendar months prior to and including the most recent month for which such Index is available. The automatic annual increase shall be calculated as follows:

\[
\text{Current Year}’s \text{ Rent} = \text{Last Year}’s \text{ Rent} \times \left( \frac{\text{Current CPI-U}}{\text{Last Year’s CPI-U}} \right).
\]

Additional periodic adjustments to the rental rate may be made in years ending with 5 or 0 (for instance, 2015 and 2020) as deemed necessary by Lessor to reflect cost of service increases, comparative rates, or other factors supporting an increase beyond the automatic annual CPI-U adjustment. Such periodic adjustments shall not be less than the automatic annual increase. Rental rates and adjustments are set by the City Council of the City of Nampa.
8. 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. All Rules and Regulations now in existence, or as herein amended, or hereinafter promulgated and adopted, are incorporated herein and made a part hereof by reference.

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 Superintendent 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.

g) Lessee shall, within thirty (30) days of receiving an invoice from Lessor, reimburse Lessor for any costs or expenses incurred in obtaining a survey or legal description of the Premises in order to comply with the requirements of FAA Form 7460-1.

9. Termination of Agreement & Option to Purchase Improvements.

(a) Upon expiration or termination, for any reason, of this Airport Tenant Agreement, or any extension thereof, 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, or sold said property to another party who has executed a new lease agreement with the Lessor, within 120 days after 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 remaining on the leased premises, including structures or buildings, for the sum of One and No/100 dollar ($1.00).

(b) Lessee, when tendered 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 and remove some or all of its personal property, including structures or buildings to a third party or parties, subject to any valid lien Lessor may have on said property or structures for unpaid rent or other amounts payable by Lessee to Lessor, and subject to Lessee’s obligation to restore the premises to a condition acceptable to Lessor. However, no purchaser of any of Lessee’s property shall have any right to continued occupancy of the leased premises without execution of a written agreement between said purchaser and Lessor.

10. First Right of Refusal.

Upon expiration or termination of this Agreement or any renewal of this Agreement, or in the event Lessee determines to sell or otherwise transfer ownership of structures and/or improvements specified in this
agreement, the Lessor shall have a first right of refusal to purchase or accept transfer of such structures or
improvements. Lessor may transfer this first right of refusal to a new lessee of the Premises. Lessee shall
give notice to Lessor advising of any such proposed sale or transfer and its price and terms. Lessor shall
have ninety (90) days from receipt of such notice to exercise its first right of refusal and complete a
purchase or receive a transfer upon identical terms.

11. Termination; Default.

(a) In any of the following events which shall constitute “events of default,” Lessor shall have
the right at Lessor’s election, immediately to terminate this agreement, or to terminate Lessee’s tenancy
hereunder:

1. Lessee shall fail to pay rent in the amounts and at the times and in the manner
   provided herein, and that failure shall continue for sixty (60) or more days after written notice of
   it shall have been given to Lessee.

2. Lessee shall make an assignment for the benefit of creditors, or shall file a petition
   in bankruptcy, or shall be adjudged a bankrupt, and that adjudication be not stayed or vacated
   within sixty (60) days later, or the interest of Lessee under this agreement shall be levied upon and
   sold upon execution or shall by operation of law become vested in another person, firm or
   corporation because of the insolvency of Lessee; or in the event that a receiver or trustee shall be
   appointed for Lessee or the interest of Lessee under this agreement, and such appointment has not
   been vacated within sixty (60) days later.

3. Lessee shall vacate or abandon the premises, or any portion thereof, or shall permit
   them to remain vacant or unoccupied without first obtaining consent of Lessor.

4. Lessee shall fail to observe any other provision of this agreement after sixty (60)
   days written notice given by Lessor of such failure.

In the event of notification of default by Lessor to Lessee, Lessee shall pay, in addition to all arrearages
as may exist under the notice of default, the reasonable attorney fees incurred by Lessor in determination
of the default and notification to the defaulting Lessee.

(b) Upon the occurrence of any of the events of uncorrected, material default specified herein,
Lessee's right to possession of the leased premises shall, at the Lessor's option, terminate and Lessee shall
surrender possession immediately. In that event Lessee grants to Lessor full license to enter into the
premises, or any part of them, to take possession with or without process of law, and to remove Lessee or
any other person who may be occupying the premises, or any part of them, and Lessor may use that force
in removing Lessee and that other person as may reasonably be necessary. And Lessor may repossess
itself of the premises as of its former estate, but that entry of the premises shall not constitute a trespass
or forcible entry or detainer, nor shall it cause a forfeiture of rents due, nor waiver of any agreement or
promise in this lease that is to be performed by Lessee. Lessee shall make no claim of any kind against
Lessor, its agents and representatives by reason of that termination or any act incident to it.

At its option, Lessor may terminate this agreement for any uncorrected default. Lessor may sue
for all damages and rent accrued or accruing under this agreement or arising out of any breach of it.
If it so elects, Lessor may pursue any other remedies provided by law for the breach of this agreement or any of its terms or conditions. No right or remedy conferred here on or reserved to Lessor or Lessee is intended to be exclusive of any other right or remedy, and each right and remedy shall be in addition to any other right or remedy given, or now or later existing at law or at equity or by statute.

The acceptance of rent by Lessor, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach of this agreement by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of Lessor’s right to act or of any other right here given Lessor, or as an election not to proceed under the provisions of this agreement.

The obligation of Lessee to pay the rent reserved here during the balance of the term of this agreement shall not be deemed to be waived, released or terminated by the service of any sixty (60) day notice, other notice to collect, demand for possession, or notice that the tenancy here created will be terminated on the date there named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in action, or any other act or acts resulting in the termination of Lessee's right to possession of the leased premises. Lessor may collect any rent due from Lessee, and payment or receipt of that rent shall not waive or affect any notice, demand or suit, or in any manner waive, affect, change, modify or alter any rights or remedies Lessor may have by virtue of this lease agreement.

Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining lawful possession of the leased premises from Lessee, including reasonable attorney fees and costs, 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 necessary expenses or commissions paid by Lessor in re-leasing the premises.

12. Assignments, Transfers and Subleases.

This Agreement, in whole or any part thereof, may not be assigned or transferred by Lessee, by process of law, or in any other manner whatsoever, without prior written consent of Lessor. Lessee may not sublease all or any portion of its interest in this Agreement unless written notice of said sublease is given to Lessor, said notice providing the name and contact information for any such subtenant. No permitted assignment, transfer or sublease shall release 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, unless otherwise agreed to in writing between the parties. Any permitted assignment or transfer, and all subleases, must comply with all terms and conditions of this Agreement.

- Lessor may, at its option, terminate this Agreement upon any assignment or transfer of any interest herein without the Lessor’s prior written consent, or for any sublease for which proper notice has not been given to Lessor. “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 ROBERT ELSON 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. Lessee acknowledges that such work, and other related airport activities, will benefit Lessee, though it may cause temporary inconvenience to Lessee. Rent shall be abated as a result of such inconvenience, for the duration of said inconvenience, ONLY if Lessee is unable to access Lessee’s hangar for a period longer than thirty (30) days.


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.

15. Hazardous Substances.

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.

16. COMPLIANCE WITH LAWS AND REGULATIONS.

Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules, and regulations promulgated and/or enforced by Lessor or by other proper authority having jurisdiction over the conduct of operations at the airport, and to do all things necessary to stay or become in compliance with the same. Lessee further specifically agrees to comply with all requirements of the FAA, including but not limited to, those requirements originating out of the City of Nampa’s relationship with the FAA, or which find their origin in relation to grants or other contractual arrangements between the City of Nampa and the FAA. Lessor reserves the right to amend this lease in conformance with the provisions of Section Twenty-Nine (29) hereinbelow to conform with any changes in Municipal, State or Federal laws, rules, regulations and ordinances. If at any time it is discovered that the provisions of this lease violate or are in any way inconsistent with current or later enacted Municipal, State or Federal laws, rules, regulations, ordinances, FAA policies, orders, advisory circular documents, grant obligations/assurances, or with any obligation the City of Nampa may have with respect to the FAA, Lessor shall have the right to amend this lease in conformance with the provisions of Section Twenty-Nine (29) hereinbelow as necessary to make this lease
agreement consistent therewith. 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.

17. Utilities.

Lessee shall be responsible for all utilities to the Premises. Lessee shall pay for the hookup fees and all monthly fees for such utilities. Lessee is responsible for garbage collection used in or about said premises at Lessee’s own cost and expense. Lessee shall pay for any initial hookup fees and shall pay any assessment fees levied for such irrigation water.

18. Taxes and Assessments.

During the total period of this Agreement, Lessor shall pay all 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.

19. 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. Unless otherwise noted in Section 31, below, NO FUEL MAY BE STORED ON THE PREMISES.

20. 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.

21. Right of Inspection; Emergency.

Lessor reserves the right to enter upon the leased premises upon forty-eight (48) hours prior written notice to Lessee for the purpose of making any inspection necessary to the proper enforcement of the covenants and conditions of this agreement. Such notice shall not be necessary in the case of an emergency affecting life or property, or if Lessor suspects that Lessee has abandoned the premises.


Lessee shall not commit any waste or damage to the Premises hereby leased nor permit any waste or damage to be done thereto.
23. Liability.

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, 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. This paragraph 23 does not cover intentional acts by Lessor or its employees.

24. Liability Insurance.

If Lessee will be acting as a Fixed Base Operator, then Lessee shall maintain a comprehensive liability insurance policy in the minimum amount of $1,000,000 each occurrence $2,000,000 aggregate covering the above described premises during the term of this Lease with an insurance company licensed by the Idaho Department of Insurance,” all at the sole cost and expense of Lessee, in accordance with the Airport Rules and Regulations, Airport Minimum Standards or any modifications or amendments thereto. Lessee shall provide Lessor with a binder for said insurance showing proof of insurance. Lessee understands and agrees that if the Airport Minimum Standards or Rules and Regulations, or any subsequent modifications or amendments thereto, require Lessee (due to Lessee’s particular category of Fixed Base Operator) to procure insurance in an amount exceeding the limits noted above, Lessee shall procure and maintain insurance in said greater amounts.

If Lessee will solely be occupying the leased premises for private, non-commercial aircraft storage, then Lessee shall maintain a comprehensive liability insurance policy in the minimum amount of $500,000 each occurrence $1,000,000 aggregate covering the above described premises during the term of this Lease with an insurance company licensed by the Idaho Department of Insurance,” all at the sole cost and expense of Lessee, in accordance with the Airport Rules and Regulations, Airport Minimum Standards or any modifications or amendments thereto. Lessee shall provide Lessor with a binder for said insurance showing proof of insurance.

25. 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.

<table>
<thead>
<tr>
<th>Lessor</th>
<th>Lessee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nampa Municipal Airport</td>
<td>Robert Elson</td>
</tr>
<tr>
<td>c/o Airport Superintendent</td>
<td>674 East Gentlewind Court</td>
</tr>
<tr>
<td>116 Municipal Drive</td>
<td>Boise, ID 83706</td>
</tr>
<tr>
<td>Nampa, ID 83687</td>
<td></td>
</tr>
</tbody>
</table>

27. Maintenance.

Lessee shall have sole responsibility for maintenance of the leased Premises, adjacent apron, and any associated 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/concrete 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.


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 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, to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

29. Amendments and Modification.

This Agreement may be amended and/or modified by a written instrument signed, dated, and notarized by both Lessor and Lessee. However, Lessor reserves the right to amend this lease upon giving Lessee 180 days written notice of such amendment or modification, so long as the amendment or modification is necessary to comply with FAA rules or regulations other Federal or State regulations governing the use of Airports, or to bring this lease agreement into compliance with Municipal, State or Federal laws, rules, regulations, ordinances, FAA policies, orders, advisory circular documents, grant obligations/assurances, or any obligation the City of Nampa may have with respect to the FAA. Any amendment or modification shall take place on the Anniversary Date of this lease. In the event Lessee does not agree to such amendment or modification, this lease shall terminate following the expiration of 180 days prior written notice of such
changes or amendments. Any modification to this lease shall be attached to or become a part of this lease, and any such amendment or modification shall be signed and dated by both Lessor and Lessee.

30. Binding Effect.

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:

- Lessee shall provide a list of all based aircraft (operational and airworthy aircraft based at a facility for a majority of any 12-month period) housed on the leased premises to the Airport Superintendent’s office, and shall keep said list current at all times. The list shall include the name, address, and phone number of each aircraft’s owner(s), the aircraft make and model, and aircraft registration numbers.

- Modification Charge: In the event Lessee requests and Lessor approves, an amendment or modification of the Lease, Lessee shall, with the lease modification request form, include a $100 fee for administrative expenses related to the development, review, and approval of the Amendment.

- Joint and Several Liability: If more than one person or entity executes this Lease as Lessee, then (i) each of them is jointly and severally liable for the keeping, observing and performing of all of the terms, covenants, conditions, provisions and agreements of this Lease to be kept, observed and performed by Lessee, and (ii) the term “Lessee” as used in this Lease shall mean and include each of them jointly and severally and any act of or notice from, or notice or refund to, or signature of, any one or more of them, with respect to the tenancy of this Lease, including without limitation any renewal, extension, expiration, termination or modification of this Lease, shall be binding upon each and all of the persons executing this Lease as Lessee with the same force and effect as if each and all of them had so acted or so given or received such notice or refund or so signed.

32. 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.

33. Prohibition Against Exclusive Rights.

In accordance with the FAA Airport and Airway Improvement Act of 1982, 49 U.S.C. § 47101, et seq., 49 U.S.C. § 40103(e), and other federal law, rules, regulations and orders governing the use and operation of airports, and the Airport Improvement Program (AIP) and other grant assurances, nothing contained herein shall be construed to authorize the granting, either directly or indirectly, of an “exclusive right,” as that term is used in the above cited authority. To the extent any term or condition of this lease or any other agreement, express or implied, between the Lessee and Lessor can be considered to grant an exclusive right in violation of the above-cited authority, the parties agree that said term or condition shall be treated as null and void ab initio.
34. Conflict of Provisions of Lease.

In the event there is any conflict between the provisions of this lease and the applicable Minimum Standards and/or Airport Rules and Regulations, unless otherwise specifically noted in this lease, the applicable Minimum Standards and Rules and Regulations shall control over the terms and conditions of this lease.

In Witness Whereof

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

Lessor:

The City of Nampa

By: Debbie Kling, Mayor

Attest:

Deborah Rosin, City Clerk

By: Montgomery Hasl, Airport Superintendent

Lessee:

By: Robert Elson

By: 

Personal Guarantee.

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

By: Robert Elson

Date

By:

Date
Airport Lot #2376: 60’ wide x 60’ deep = 3,600 square feet at $0.269 per square foot = $968.40 per year

Payment by Haley Contracting for 2019 will be transferred. No additional payment due for 2019.
EXHIBIT “A”

DESCRIPTION OF LEASE PARCEL 2376
NAMPA MUNICIPAL AIRPORT

A parcel of land lying in the SW 1/4 of the NE 1/4 of Section 24, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the C 1/4 corner of said Section 24 as shown on Record of Survey Instrument No. 200325678, Records of Canyon County, Idaho, from which the 1/4 corner common to Sections 19 and 24, Township 3 North, Range 2 West, Boise Meridian, bears S.89°28’08” E., 2642.02 feet; thence,

A) N.50°11’59”E., 1171.45 feet to a point marking the northwest corner of said Lease Parcel 2376, and the POINT OF BEGINNING; thence,

1) S.90°00’00”E., 60.00 feet; thence,
2) S.00°00’00”W., 60.00 feet; thence,
3) N.90°00’00”W., 60.00 feet; thence,
4) N.00°00’00”E., 60.00 feet to the POINT OF BEGINNING.

CONTAINING 3,600 square feet, more or less.

SUBJECT TO: All Covenants, Rights, Rights-of-Way, Easements of Record, and any other encumbrances.
City of Nampa  
Bank Accounts  
For month Ended August 2019

<table>
<thead>
<tr>
<th>Bank</th>
<th>Acct No</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wells Fargo Medical Trust Checking</td>
<td>8xxxx329</td>
<td>$701,514.52</td>
</tr>
<tr>
<td>Wells Fargo Depository</td>
<td>8xxxx014</td>
<td>$3,123,133.39</td>
</tr>
<tr>
<td>Wells Fargo HUD</td>
<td>8xxxx468</td>
<td>-</td>
</tr>
<tr>
<td>Wells Fargo Utility Billing</td>
<td>1xxxx01451</td>
<td>$161,016.67</td>
</tr>
<tr>
<td>Wells Fargo Police Special Ops</td>
<td>1xxxx36582</td>
<td>$54,010.23</td>
</tr>
<tr>
<td>Wells Fargo Police SIU</td>
<td>2xxxx60985</td>
<td>$90,441.83</td>
</tr>
<tr>
<td>Wells Fargo Parks Impact Fees</td>
<td>6xxxx37001</td>
<td>$2,033,330.20</td>
</tr>
<tr>
<td>Wells Fargo Police Impact Fees</td>
<td>6xxxx37027</td>
<td>$506,563.48</td>
</tr>
<tr>
<td>Wells Fargo Fire Impact Fees</td>
<td>6xxxx37035</td>
<td>$1,386,000.64</td>
</tr>
<tr>
<td>Wells Fargo Streets Impact Fees</td>
<td>6xxxx37043</td>
<td>$648,108.51</td>
</tr>
<tr>
<td>Wells Fargo 2018 WW System Promissory Note Reserve Fund</td>
<td>2xxxx4952</td>
<td>$103,588.69</td>
</tr>
<tr>
<td>Glacier Family of Banks-Intermountain Claims Acct (workers comp)</td>
<td>2xxxx06613</td>
<td>$38,638.70</td>
</tr>
<tr>
<td>Wells Fargo Workers Comp Custody Account</td>
<td>2xxxx200</td>
<td>$662,000.00</td>
</tr>
<tr>
<td>US Bank GO Refunding Bond Series 2012 Bond Fund</td>
<td>2xxxx5000</td>
<td>-</td>
</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| $2,646,979.56  |
- Wells Fargo - Idaho Center Operations | 8xxxx57411| $264,810.95    |
- Wells Fargo - Id Ctr ATM Bank Account | 1xxxx2561| $44,512.53     |

Civic Center Accounts:
- Wells Fargo - Civic Center Operations | 7xxxx46329| $228,896.68    |
- Wells Fargo - Civic Center Trust Account | 4xxxx41531| $113,560.73   |

City Investment Accounts:
- LGIP 3223-LID 148 | 3223| $39,071.30    |
- LGIP 2156-Pooled Cash | 2156| $13,138,714.90|
- US Bank Custody Account | 1xxxx88133| $64,234,096.41|
- City of Nampa Municipal LID's | -| - |
- Edward Jones Medical Welfare Benefit Plan | 8xx-xx993-1-9| $2,254,359.80 |

Grand Total Cash | $92,473,349.72 |
RESOLUTION NO.  44-2019

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

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

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

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

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

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

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


Approved:

______________________________
Mayor Debbie Kling

ATTEST:

______________________________
City Clerk
**Disposal of Surplus Property for Wastewater Division**

- Wastewater Division has identified outdated equipment that no longer meets operational needs.
- Wastewater staff request the following items be declared as surplus property in order to facilitate disposal:

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Estimated Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>YSI Plus Handheld DO meter w/ case</td>
<td>1</td>
<td>$100.00</td>
</tr>
<tr>
<td>YSI Plus Handheld Do meter w/ case</td>
<td>1</td>
<td>$100.00</td>
</tr>
<tr>
<td>Hach Pocket Colorimeter</td>
<td>1</td>
<td>$50.00</td>
</tr>
<tr>
<td>Hach 2100P Turbidimeter</td>
<td>1</td>
<td>$100.00</td>
</tr>
<tr>
<td>Gas detector</td>
<td>1</td>
<td>$0</td>
</tr>
<tr>
<td>Panasonic OmniMovie VHS AFX8</td>
<td>1</td>
<td>$0</td>
</tr>
<tr>
<td>Sigma 900 Max sampler</td>
<td>1</td>
<td>$0</td>
</tr>
<tr>
<td>Sigma 1350 Sampler</td>
<td>1</td>
<td>$50.00</td>
</tr>
<tr>
<td>Gantry Crane Assembly 2 Ton Limit</td>
<td>1</td>
<td>$500.00</td>
</tr>
<tr>
<td>Specialized conveyor belt - special order</td>
<td>1</td>
<td>$500.00</td>
</tr>
<tr>
<td>Containment tank</td>
<td>1</td>
<td>$50.00</td>
</tr>
<tr>
<td>Commercial vacuum</td>
<td>1</td>
<td>$15.00</td>
</tr>
<tr>
<td>Various odd sized scrap grating from projects</td>
<td>Multi</td>
<td>$0</td>
</tr>
<tr>
<td>Marlow piston pump</td>
<td>1</td>
<td>$0</td>
</tr>
<tr>
<td>Yomans sewage pump</td>
<td>4</td>
<td>$0</td>
</tr>
<tr>
<td>Sedimentation tank interceptor poly tank</td>
<td>1</td>
<td>$75.00</td>
</tr>
<tr>
<td>Used water tank from vactor</td>
<td>1</td>
<td>$0</td>
</tr>
<tr>
<td>Trickle filter arms - out of service</td>
<td>4</td>
<td>$0</td>
</tr>
<tr>
<td>Maytag oven/range combo 220 volt</td>
<td>1</td>
<td>$50.00</td>
</tr>
<tr>
<td>Autoclave</td>
<td>1</td>
<td>$0</td>
</tr>
<tr>
<td>Glassware washer</td>
<td>1</td>
<td>$0</td>
</tr>
<tr>
<td>Ellis Mitor Bandsaw – Mod 1100 and blades</td>
<td>1</td>
<td>$100.00</td>
</tr>
<tr>
<td>Super blasts and blaster</td>
<td>1</td>
<td>$500.00</td>
</tr>
<tr>
<td>Ohio Steel super wide pull-behind sweeper for John Deere mower</td>
<td>1</td>
<td>$100.00</td>
</tr>
<tr>
<td>Mod 300 rigid pipe threader</td>
<td>1</td>
<td>$300.00</td>
</tr>
<tr>
<td>Various sections of pipes from projects</td>
<td>Multi</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total Estimated Value** $2,590.00

- Staff recommends public sale at auction for the items with value, recycling metal items for scrap, and disposing of the unusable items.

**REQUEST:**

1) By Resolution, declare equipment, as outlined above, as surplus property, and
2) Dispose of identified surplus property as recommend by staff (see Attachment A).
CITY OF NAMPA
DEPARTMENT PROPERTY DISPOSAL REQUEST

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

<table>
<thead>
<tr>
<th>Disposal Method Code</th>
<th>Use Category</th>
<th>Qty.</th>
<th>Description of Item</th>
<th>Cond. Code</th>
<th>Estimated Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>02</td>
<td></td>
<td>1</td>
<td>YSI Plus Handheld DO meter w/ case</td>
<td>F</td>
<td>$100.00</td>
</tr>
<tr>
<td>02</td>
<td></td>
<td>1</td>
<td>YSI Plus Handheld Do meter w/ case</td>
<td>F</td>
<td>$100.00</td>
</tr>
<tr>
<td>02</td>
<td></td>
<td>1</td>
<td>Hach Pocket Colorimeter</td>
<td>F</td>
<td>$50.00</td>
</tr>
<tr>
<td>02</td>
<td></td>
<td>1</td>
<td>Hach 2100P Turbidimeter</td>
<td>F</td>
<td>$100.00</td>
</tr>
<tr>
<td>02</td>
<td></td>
<td>1</td>
<td>Gas detector</td>
<td>U</td>
<td>$0.00</td>
</tr>
<tr>
<td>02</td>
<td></td>
<td>1</td>
<td>Panasonic OmniMovie VHS AFX8</td>
<td>U</td>
<td>$0.00</td>
</tr>
<tr>
<td>02</td>
<td></td>
<td>1</td>
<td>Sigma 900 Max sampler</td>
<td>U</td>
<td>$0.00</td>
</tr>
<tr>
<td>04</td>
<td></td>
<td>1</td>
<td>Sigma 1350 Sampler</td>
<td>R</td>
<td>$30.00</td>
</tr>
<tr>
<td>02</td>
<td></td>
<td>1</td>
<td>Gantry Crane Assembly 2 Ton Limit</td>
<td>F</td>
<td>$500.00</td>
</tr>
<tr>
<td>02</td>
<td></td>
<td>1</td>
<td>Specialized conveyor belt - special order</td>
<td>E</td>
<td>$500.00</td>
</tr>
<tr>
<td>02</td>
<td></td>
<td>1</td>
<td>Containment tank</td>
<td>F</td>
<td>$50.00</td>
</tr>
<tr>
<td>02</td>
<td></td>
<td>1</td>
<td>Commercial Vacuum</td>
<td>R</td>
<td>$15.00</td>
</tr>
<tr>
<td>04</td>
<td>Multi</td>
<td>1</td>
<td>Various odd sized scrap grating from projects</td>
<td>U</td>
<td>$0.00</td>
</tr>
<tr>
<td>04</td>
<td></td>
<td>1</td>
<td>Marlow piston pump</td>
<td>U</td>
<td>$0.00</td>
</tr>
<tr>
<td>04</td>
<td></td>
<td>4</td>
<td>Yomans sewage pump</td>
<td>U</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Code</td>
<td>Quantity</td>
<td>Description</td>
<td>Condition</td>
<td>Disposal Method</td>
<td>Value</td>
</tr>
<tr>
<td>------</td>
<td>----------</td>
<td>--------------------------------------------------</td>
<td>-----------</td>
<td>----------------</td>
<td>-------</td>
</tr>
<tr>
<td>04</td>
<td>1</td>
<td>Used water tank from vactor</td>
<td>U</td>
<td>Transfer to another agency or department</td>
<td>$0.00</td>
</tr>
<tr>
<td>04</td>
<td>4</td>
<td>Trickle filter arms - out of service</td>
<td>U</td>
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</tr>
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<td>1</td>
<td>Maytag oven/Range combo 220 volt</td>
<td>F</td>
<td>Public Sale (Auction or sealed bid)</td>
<td>$50.00</td>
</tr>
<tr>
<td>04</td>
<td>1</td>
<td>Autoclave</td>
<td>U</td>
<td>Recycle or sell for scrap</td>
<td>$0.00</td>
</tr>
<tr>
<td>05</td>
<td>1</td>
<td>Glassware washer</td>
<td>U</td>
<td>Recycle or sell for scrap</td>
<td>$0.00</td>
</tr>
<tr>
<td>02</td>
<td>1</td>
<td>Ellis Mitor shop saw ¾ band with attachment</td>
<td>F</td>
<td>Public Sale (Auction or sealed bid)</td>
<td>$150.00</td>
</tr>
<tr>
<td>02</td>
<td>1</td>
<td>Super Blasts and Blaster</td>
<td>F</td>
<td>Public Sale (Auction or sealed bid)</td>
<td>$500.00</td>
</tr>
<tr>
<td>02</td>
<td>1</td>
<td>Ohio Steel superwide pull behind sweeper for John Deere mower</td>
<td>F</td>
<td>Public Sale (Auction or sealed bid)</td>
<td>$50.00</td>
</tr>
<tr>
<td>02</td>
<td>1</td>
<td>Mod 300 rigid pip threader electric with dyes</td>
<td>F</td>
<td>Public Sale (Auction or sealed bid)</td>
<td>$500.00</td>
</tr>
<tr>
<td>04</td>
<td></td>
<td>Various sections of pipes from projects</td>
<td>U</td>
<td>Transfer to another agency or department</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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

**Condition Codes:**
E Excellent
G Good
F Fair
R Repairable
U Unusable

**Requesting Department:**
Public Works Department Wastewater Division

**Received By:**

**Requesting Person Name (Print):**
Andy Zimmerman, Wastewater Superintendent

**Date Received:**
09.16.19

**Requesting Person Signature:**
09.16.19
Proclamation
Office of the Mayor

Whereas, September 17, 2019, marks the two hundred and thirty second anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary and to the patriotic celebrations which will commemorate the occasion; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week;

Now Therefore, I, Deborah Kling, Mayor of the City of Nampa, Idaho, do hereby proclaim September 17th through 23rd, 2019 to be

“Constitution Week”

In Nampa, Idaho, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

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

Deborah Kling
Mayor, City of Nampa
At the time of Publication This Item Had no Supporting Documentation
Warhawk Air Museum Update

The Warhawk Air Museum (Warhawk) was started in 1989 by co-founders John and Sue Paul as a place to preserve military aviation history. The museum has continued to grow, becoming an educational destination for over 5,000 school-age children and 25,000 visitors each year. The museum is dedicated to the preservation of the rich American history rooted in sacrifices made by Veterans for freedoms and to the education of generations on technological wartime developments. Warhawk is a cornerstone to the Nampa Municipal Airport and a valuable asset to the City of Nampa.

Since its arrival at the Nampa Airport in 2001, Warhawk has expanded facility space twice. The museum has once again outgrown its existing space and needs additional capacity to honor post September 11 veterans, provide additional aircraft parking/ramp space for special events, and increase automobile parking to accommodate the growing number of visitors.

In May of 2019, Warhawk met with City staff and the Nampa Airport Commission to begin discussing options for expanding the museum. A working group made up of Warhawk representatives, City staff and Airport Commission members have met several times since to discuss development scenarios. The planning for the potential expansion is happening at an opportune time as the City is in the process of updating the Airport Master Plan. The City is encouraged to partner with the Warhawk as both the museum and the Nampa Municipal Airport look to expand in the future.

Next steps for the Warhawk is to schedule a Conceptual Plan Review (CPR) meeting with City staff to help in the preliminary planning process.

Flamingo and Cassia Waterline Break

- Since Labor Day weekend, Water Division staff have responded to two waterline breaks on Flamingo Avenue between Cassia Street and Burnett Drive
- It is believed this section of waterline was installed in the late 1970’s or early 1980’s; most likely with the SilverCrest Estates mobile home park development
- Since 2014, including the two breaks this September, there have been five water main breaks in this section. The breaks appear to be deficiencies in the workmanship of the installation, i.e., not bedded properly, larger than standard pipe deflections
Based on the nature and number of breaks on this section of pipe, Public Works Department is recommending the entire section of pipe be replaced.

Engineering Division staff has run a model of the system and identified this section of line can be taken out of service and not reduce the level of service below an acceptable level (see Attachment A). Removing the line from service will also remove four fire hydrants from operation. Engineering has coordinated this action with the Nampa Fire Department and the affected hydrants will be bagged. Staff has notified SilverCrest Estates management.

Taking the line out of service will allow Engineering staff the time necessary to procure a design for this replacement, and to bid the project, rather than performing the work as an emergency.

Replacement of this line is not budgeted in the fiscal year 2020 budget. Staff is evaluating funding options and prior to the bid award will identify a funding source for Council approval.
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 95% complete. Project Group A - Liquid Stream Upgrades started in June 2015 and completed in summer 2018. Project Group B - Solids Handling Upgrades started in June 2017 and is scheduled for completion in fall 2019. Project Group C - Primary Digester No. 4, started in October 2018 and scheduled for completion in fall 2019.

Project Group B – Solid Handling Upgrades Status

Since issuance of Notice to Proceed there has been considerable progress on Project Group B:
- Notice to Proceed issued June 19, 2017
- Project Substantial Completion issued August 14, 2019
- The Contract Time Completed is currently 100% complete
- The Contract Work Completed is currently at 98%

Key activities and milestones achieved since the update to City Council on July 1, 2019, include:
- Completion of centrifuge performance testing in August 2019
- City staff training on safe and proper operation and maintenance of centrifuges occurred in June 2019
- Completion of 30 day commissioning of dewatering system in August 2019
- Contractor addressed punch list items from thickening system and reclaimed water system
- Project Substantial Completion issued on August 20, 2019
- Contractor initiated addressing punch list items from Project Substantial Completion

Based on the current project schedule, the following are the major work items expected to be completed in the near future:
- Punch list completion by contractor
- Final Completion issued
The following photos show the progression of Project Group B:

**Figure 1 – Finished product exiting the Solids Handling Building**

**Figure 2 – Installed and Commissioned Centrifuges in Solids Handling Building**
Project Group C – Primary Digester No. 4 Status

Since issuance of Notice to Proceed there has been considerable progress on Project Group C:
- Notice to Proceed issued October 15, 2018, for administrative activities. Construction Notice to Proceed issued November 12, 2018
- The Contract Time Completed is currently at 88%
- The Contract Work Completed is currently at 62%

Key activities and milestones achieved since the update to City Council on July 1, 2019, include:
- Completion of fabrication and welding of the digester floating cover
- Completion of piping installation inside and outside of Digester No. 4
- Installation of the floating cover
- Initiation of electrical work

Based on the current project schedule, the following are the major work items expected to be completed in the near future:
- Coating of the structure are scheduled for the near future
- Startup and commissioning are scheduled for the near future
- The following photos show the progression of Project Group C:

Figure 1 – Primary Digester No. 4 Lid Placement
**Figure 2 – Primary Digester No. 4 Lid in Place**

**Nampa WWTP Phase I Upgrades: Financial Report**

The following table shows current financials for Phase I Upgrades:

<table>
<thead>
<tr>
<th>Contract</th>
<th>Original Budget</th>
<th>Current Budget</th>
<th>Change Order Rate</th>
<th>Spent</th>
<th>Percent Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Group A – Ewing⁹</td>
<td>$12,494,000</td>
<td>$14,071,194</td>
<td>11.2%</td>
<td>$14,071,194</td>
<td>100%</td>
</tr>
<tr>
<td>Project Group A Contingency</td>
<td>$1,500,000</td>
<td>-$77,194</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Group A Total</strong></td>
<td>$13,994,000</td>
<td>$13,994,000</td>
<td></td>
<td>$14,071,194</td>
<td>101%</td>
</tr>
<tr>
<td>Project Group B - JC</td>
<td>$11,255,000</td>
<td>$11,746,105</td>
<td>4.2%</td>
<td>$11,499,586</td>
<td>98%</td>
</tr>
<tr>
<td>Project Group B Contingency</td>
<td>$500,000</td>
<td>$8,895</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Group B Total</strong></td>
<td>$11,755,000</td>
<td>$11,755,000</td>
<td></td>
<td>$11,499,586</td>
<td>98%</td>
</tr>
<tr>
<td>Project Group C – Ewing</td>
<td>$3,311,094</td>
<td>$3,215,085</td>
<td>-3.0%</td>
<td>$2,149,559</td>
<td>67%</td>
</tr>
<tr>
<td>Project Group C Contingency</td>
<td>$150,000</td>
<td>$246,009</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Group C Total</strong></td>
<td>$3,461,094</td>
<td>$3,461,094</td>
<td></td>
<td>$2,149,559</td>
<td>62%</td>
</tr>
<tr>
<td><strong>PHASE I UPGRADES</strong></td>
<td><strong>$29,210,094</strong></td>
<td><strong>$29,210,094</strong></td>
<td>7.3%</td>
<td><strong>$27,720,339</strong></td>
<td>95%</td>
</tr>
</tbody>
</table>

⁹ 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 since the update to City Council on July 1, 2019, include:

- Completion of the Project Group E Preliminary Engineering Report. This information was packaged in a technical memorandum and drawing set and submitted and approved by the City.
- Completion of preliminary design activities for portion of 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). This information was packaged in several technical memorandums and a drawing set and submitted to the City for review.
- Initiation of preliminary design activities for portion of Project Group F (Disinfection, Digested Sludge Storage Building, Sidestream Treatment).
- Conducted three meetings with the Nampa Wastewater Design Review Committee (DRC). The presentations at these meetings have covered a wide range of topics including, risk allocation, resource recovery, and updates to schedule and budget. The DRC provided key input to inform the Nampa Wastewater Technical Team’s design process.

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

- Review of Draft Recycled Water Permit: The Idaho Department of Environmental Quality (IDEQ) plans to provide the City a draft permit in September. A public comment period will follow in October/November 2019.
- Completion of Feasibility Study for United States Bureau of Reclamation (USBR) WaterSMART Grant: The City will submit the feasibility study to the USBR for review and approval, which is a prerequisite for applicants. The grant application is anticipated to be available in Spring 2020, which can provide up to $20 million in funding.
- Phase II/III Preliminary Design: 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 for informed decision making. More information is currently being gathered. Sidestream Treatment has been included in Project Group F (moved from Project Group H).</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>

<p>| <strong>Solid Stream Decisions</strong>            |                |                                                                       |
| Solid Product Quality Design Criteria | Decision Made  |                                                                       |
| Dewatering Design Approach            | Decision Made  |                                                                       |
| WAS Thickening Design Approach        | Decision Made  |                                                                       |
| Solids Mass Balance                   | Decision Made  |                                                                       |
| Primary Sludge Thickening Technology  | Decision Made  |                                                                       |
| Digestion Design Approach             | Decision Made  |                                                                       |
| Digested Sludge Storage Tank Size     | Decision Made  |                                                                       |
| Digester Heating Design Approach      | Decision Made  |                                                                       |</p>
<table>
<thead>
<tr>
<th>Decision</th>
<th>Status</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Digester Control Building Design Approach</td>
<td>Decision Made</td>
<td></td>
</tr>
<tr>
<td>Other Decisions</td>
<td>Decision Made</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 June 3, 2019</td>
</tr>
<tr>
<td>Project Delivery Approach</td>
<td>Decision Made</td>
<td>Approved by City Council June 3, 2019</td>
</tr>
</tbody>
</table>

**Phase II/III Procurement and Final Design**

*Project Group D – Primary Digester No. 5 and Related Facilities*

Project Group D - Primary Digester No. 5 and Waste Gas Burner Relocation project, is similar to Project Group C - Primary Digester No. 4, currently under construction at the WWTP. For this reason, Stantec, City Consultant, was selected to perform final design and engineering services as is consistent with Project Group C. Project Group D is currently in final design and will be completed by the end of January 2020. Once final design has been completed, the project will move into contractor procurement. Bidding is anticipated to open in January 2020. Construction is slated to begin in March 2020.

The following table shows the current design and procurement schedule:

<table>
<thead>
<tr>
<th>Event</th>
<th>Due Dates and Deadlines</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice to Proceed</td>
<td>Monday, June 10, 2019</td>
</tr>
<tr>
<td>90% Design Intermediate Check Meeting</td>
<td>Tuesday, September 10, 2019</td>
</tr>
<tr>
<td>90% Design City Review Meeting</td>
<td>Tuesday, November 5, 2019</td>
</tr>
<tr>
<td>Final Design Completed</td>
<td>Tuesday, January 14, 2020</td>
</tr>
<tr>
<td>Advertise for Bidding</td>
<td>End of January 2020</td>
</tr>
<tr>
<td>Bid Opening</td>
<td>February 2020</td>
</tr>
<tr>
<td>Bid Award</td>
<td>End of February 2020</td>
</tr>
</tbody>
</table>
**Project Group E – Administration and Laboratory Building Renovation**

Project Group E encompasses the renovation of the existing WWTP Administration and Laboratory Building. Project Group E will be delivered using a traditional design-bid-build method that follows traditional procurement procedures. The Public Works Department Engineering Division requested interviews from qualified architecture firms from the City’s First Choice Consultant Hiring Roster. The following schedule shows upcoming procurement milestones:

<table>
<thead>
<tr>
<th>PGE Procurement Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Event</strong></td>
</tr>
<tr>
<td>Request for Interviews Distributed to Architectural Roster</td>
</tr>
<tr>
<td>Site Visit for Proposers</td>
</tr>
<tr>
<td>Interviews</td>
</tr>
<tr>
<td>Notify Selected Design Firm</td>
</tr>
<tr>
<td>Scope and Fee Negotiations</td>
</tr>
<tr>
<td>Present Contract to City Council for Approval</td>
</tr>
</tbody>
</table>

Construction on Project Group E will begin during the summer of 2020 with final completion scheduled approximately a year later.

**Project Group F – Liquids and Solids Upgrades**

On June 3, 2019, City Council unanimously approved the recommended project packaging and delivery approach of the Nampa WWTP Phase II Upgrades. The largest project, Project Group F, will be delivered as a progressive design-build project.

Progressive design build projects require more steps to select a design-build firm. The City recently wrapped up the initial phase of market sounding. This period allowed the City to gain insight into the market factors that may affect design-builders from deciding to propose on a project. It includes confidential meetings between City representatives and interested parties.

The City will then advertise a Request for Qualifications (RFQ) which allows any interested party to respond. The City then selects a short list of firms that it would like to provide additional information to about the project. The shortlisted firms will receive a Request for Proposal (RFP) from the City and respond with a more detailed proposal. Following interviews with the respondents, the City then selects a firm to award the contract to and enter into a partnership to complete the required work.
On August 1, 2019, the WPMT released a market sounding brief, initiating the market sounding period. The table below shows milestones for procurement of Project Group F:

<table>
<thead>
<tr>
<th>Event</th>
<th>Due Dates and Deadlines</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market Sounding</td>
<td>August 13–16, 2019</td>
</tr>
<tr>
<td>Request for Qualifications Advertisement</td>
<td>September 30, 2019</td>
</tr>
<tr>
<td>Statement of Qualifications Responses Deadline</td>
<td>Early November 2019</td>
</tr>
<tr>
<td>Shortlisting of Three Qualified Respondents</td>
<td>Late November/Early December 2019</td>
</tr>
<tr>
<td>RFP Issued to Shortlist</td>
<td>January 2020</td>
</tr>
<tr>
<td>One-on-one Confidential Meetings</td>
<td>Late January/Early February 2020</td>
</tr>
<tr>
<td>Proposals Deadline</td>
<td>February 2020</td>
</tr>
<tr>
<td>Interviews</td>
<td>March 2020</td>
</tr>
<tr>
<td>Notice of Award</td>
<td>April 2020</td>
</tr>
<tr>
<td>Contract Negotiations</td>
<td>May 2020</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>June 2020</td>
</tr>
</tbody>
</table>
ATTACHMENT A
W Flamingo Ave
Water Line

Basemap
- Road
- Trail
- Road (Proposed)
- Railroad
- Waterway
- Parcel

Utility Infrastructure
- Water (Inactive, Private, etc.)
- Water (Active)
- Fire Line (Active)
- Hydrant
- Domestic Valve
- Lines Out Of Service

Before You Dig!
Call 811
www.digline.com

9/11/2019
1 inch = 250 feet
Original Size: 8.5" x 11"

DISCLAIMER: This data is an informational product prepared by the City of Nampa, Idaho. The City of Nampa data is developed and maintained solely for City business functions, and is not guaranteed to be accurate. The City of Nampa makes no warranty and is not responsible for errors or omissions. The City of Nampa makes no warranty, expressed or implied, including any warranty of merchantability, fitness for a particular purpose, or any other matter.

Facilities managed by other persons, agencies or companies are not displayed herein. Contact Digline at 811 or www.digline.com for information about such facilities in your area of interest.
At the time of Publication This Item Had no Supporting Documentation
SERVICES CONTRACT AGREEMENT AMENDMENT
JANITORIAL SERVICES
THE CITY OF NAMPA, NAMPA PUBLIC LIBRARY
(as approved in the FY20 budget)

- Facilities Development, as part the Department of Building Safety and Facilities Development, is charged with maintaining and improving City property. Facilities Development has identified the ongoing need for Janitorial Services at the Nampa Public Library. In FY19 American Cleaning Co. was awarded the contract for these services. The Contract dated August 20, 2018 allows for 3 annual renewals. Facilities Development is requesting the Council renew the contract for FY20. The contract will be funded from the Facilities Maintenance Contracts budget and was approved for FY2020 for an amount of $101,290.

- Documents have been reviewed and approved by Legal.

- American Cleaning Service Co. has proposed a price increase from the previous year’s contract of 3% due to labor costs, cost of living, and material and operating cost increases. The cost of the FY19 contract was $98,340.

- The cost of the FY20 contract will be $101,290.20.

- The Proposer provides all management, supervision, labor, materials, supplies, and equipment, and will plan, schedule, coordinate and assure effective performance of all services described herein.

- Contractor will be required to provide necessary bonds, insurance and other documents before the agreement can be executed and the Notice to Proceed issued.

REQUEST: Council authorize Mayor Kling to sign the contract amendment with American Cleaning Services Co. for the Janitorial Services for the City of Nampa, Nampa Public Library and Downtown Garage, not to exceed $101,290.20.
AMENDMENT TO
SERVICES CONTRACT AGREEMENT
NPL – JANITORIAL SERVICES – 2019

This is an Amendment to Services Contract Agreement, dated August 20, 2018, by and between the CITY OF NAMPA, IDAHO, an Idaho municipal corporation of 411 3rd Street South, Nampa, Idaho 83651 (“City”), and AMERICAN CLEANING SERVICES CO. (“Contractor”).

WHEREAS, the parties entered into the original Services Contract Agreement on the 20th day of August 2018, pursuant to which CONTRACTOR agreed to provide certain services to the City in exchange for enumerated compensation;

NOW, THEREFORE, the parties hereby agree as follows:

1. The parties agree to renew the Services Contract Agreement for one year, as provided in Section 22 of the Services Contract Agreement. The Term for the renewed agreement shall be from October 1, 2019 through September 30, 2020, a period to be prorated based upon a 12-month contract, unless sooner terminated as provided in the Service Contract Agreement.

2. The parties agree to an increase in the amount of compensation from the original compensation amount, which was $98,340 per year, as set forth in Section 2 of the Services Contract Agreement. For the renewed agreement, the City shall pay to Contractor a total amount of $101,290.20 for the services Contractor has agreed to provide pursuant to said Services Contract Agreement.

3. All other terms and conditions of the original Service Contract Agreement not modified by this amendment shall remain in full force and effect.

IN WITNESS WHEREOF, this amendment has been executed and delivered September 16, 2019.

CITY OF NAMPA

____________________________________
Debbie Kling
Mayor
August 28, 2019

City of Nampa
Department of Building Safety and Facilities Development
310 13th Ave S.
Nampa, ID 83651

Re: 2020 Intent to Renew Nampa Public Library Janitorial Services FY20

Dear Mr. Foster,

Thank you for being a loyal customer of American Cleaning. Your satisfaction with the quality of our service is our primary focus, and we consistently strive to provide you with the best cleaning and customer service available in the Treasure Valley area.

As you know, the labor market in the Treasure Valley and across the country continues to tighten, putting even more upward pressure on our labor costs. In addition, the slow but steady creep of the cost of living continues to push our materials and operating costs higher. In order to ensure that we can continue to deliver the same quality of service that has been our hallmark for 70 years, we are forced to raise our prices for FY 20. We are requesting an increase for your site; it would change from $8,195.00 to $8,440.85 per month.

Please accept my personal thanks for being our customer. If you have any questions or concerns, please contact me directly.

Sincerely,

Chance Dudley
Director of Operations
American Cleaning Service Company
## Price Proposal Form

<table>
<thead>
<tr>
<th>Location</th>
<th>Cleaning Hrs. per Shift</th>
<th>No. of Staff Assigned</th>
<th>Monthly Price</th>
<th>Yearly Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nampa Public Library</td>
<td>Day porter services provided Monday-Saturday, 1 PM – 3 PM</td>
<td>1</td>
<td>$1,287.50</td>
<td>$15,450.00</td>
</tr>
<tr>
<td>Nampa Public Library</td>
<td>Cleaning per specifications (Monday – Saturday after 8 PM)</td>
<td>3</td>
<td>$6,736.20</td>
<td>$80,834.40</td>
</tr>
<tr>
<td>Outdoor Restrooms</td>
<td>Cleaning per specifications (Monday – Saturday after 8 PM)</td>
<td>1</td>
<td>$417.15</td>
<td>$5,005.80</td>
</tr>
</tbody>
</table>

**Grand Total**

<table>
<thead>
<tr>
<th></th>
<th>Monthly Price</th>
<th>Yearly Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$8,440.85</strong></td>
<td>$101,290.20</td>
<td></td>
</tr>
</tbody>
</table>

Proposal must include number of proposed staff and hours allocated per location per cleaning. Include resume of supervisors and lead worker(s).

Day porter services at the Nampa Public Library will be included in the base bid.

Provide the **total billable hourly rate** for custodial services and rate shall be inclusive of **all costs**, including materials, equipment, supplies, labor, taxes, overhead and any other cost necessary for the completion of work with the exception of supplies for stocking dispensers.

Supervisor $ 45.00  Custodian $ 25.00  Day Porter $ 25.00

Other $ 25.00  Other $ 25.00

**Callout Services.** Provide an hourly cost for callout services that fall outside of a regularly scheduled shift.

<table>
<thead>
<tr>
<th>Service</th>
<th>Sq. Ft Cost</th>
<th>Service Rate</th>
<th>Minimum Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency carpet services (extraction)</td>
<td>$.25</td>
<td>$65.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>Emergency/Biohazard</td>
<td></td>
<td>$65.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>Chair Clean</td>
<td></td>
<td>$9.50</td>
<td>$150.00</td>
</tr>
</tbody>
</table>
BID AWARD
HUGH NICHOLS PUBLIC SAFETY BUILDING
BLIND SIDE WATERPROOFING
THE CITY OF NAMPA, FACILITIES DEVELOPMENT
(As approved in the FY19 budget)

- Facilities Management has identified the need for an Emergency Expenditure at the Hugh Nichols Public Safety Building for Blind Side Waterproofing of the Basement Wall. The project is to be funded by Facilities Development. The expenditure was approved as part of the 2019 budget amendment for an amount of $125,000.

- Documents have been reviewed and approved by Legal.

- The cost of the project will be $77,270.

- In July 2018 water infiltration was discovered in the basement of the HNPSB. After much investigation it was determined that groundwater is leaking through the building waterproofing system. ICRMP was contacted and reported that ground water is excluded from our policy due to faulty design or workmanship, and they determined they will not cover a claim for this incident. Facilities development also reached out to the manufacturer to use the system warranty for the repair of the waterproofing. After warranty review by legal it was determined that the City would have to bear the cost of demolition to expose the external waterproofing membrane for the manufacturer to inspect and determine if the materials were in fact faulty. Facilities Development determined the best course of action is to hire a contractor to perform the repairs without exposing the external membrane.

- Facilities Development procured a proposal from Consurco, Inc. per Idaho Code § 67-2808 Emergency Expenditures. An Emergency Expenditure is necessary due to the ongoing impact on working conditions in the Crime Lab, Evidence Storage and Mat Room. The blind side waterproofing is performed by a specialty contract, and Consurco is highly qualified and has the experience to perform the job.

- The Proposer provides all management, supervision, labor, materials, supplies, and equipment, and will plan, schedule, coordinate and assure effective performance of all services described herein. Summarily they will provide blind side waterproofing to 1,248 sq. ft. of the basement wall including drywall demolition, placement of up to 684 ports, chemical injection of Sika Injection 307, port patching and grinding, drywall replacement at top of wall, tape, smooth finish and finish painting on both new drywall and existing concrete.

- Contractor will be required to provide necessary bonds, insurance and other documents before the agreement can be executed and the Notice to Proceed issued.

REQUEST: Council approve Resolution No. _____ declaring an emergency exists and authorize Mayor Kling to sign contract with Consurco, Inc. for Blind Side Waterproofing at the Hugh Nichols Public Safety Building, not to exceed the contract amount of $77,270.
RESOLUTION NO. _________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, DECLARING THAT AN EMERGENCY EXISTS AND THAT THE PUBLIC INTEREST NECESSITATES THE IMMEDIATE EXPENDITURE OF PUBLIC FUNDING TO SAFEGUARD CERTAIN PROPERTY WITHIN THE MEANING OF IDAHO CODE SECTION 67-2808(1), FOR ACQUISITION AND INSTALLATION OF BLIND SIDE WATERPROOFING OF THE BASEMENT WALL OF THE HUGH NICHOLS PUBLIC SAFETY BUILDING, AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR SAID EXPENDITURE AND PROCUREMENT.

WHEREAS, the basement of the Hugh Nichols Public Safety experiences periodic flooding through the basement walls; and,

WHEREAS, said flooding came to the attention of city staff over a year ago; and,

WHEREAS, an insurance claim was made to pay for the repair of the basement walls; and,

WHEREAS, it has been necessary to wait for the finalization of an insurance claim prior to scheduling repairs to said basement; and,

WHEREAS, during said period, flooding continued intermittently; and,

WHEREAS, the insurance claim has now been denied, and the City needs to move quickly to affect the repairs to ensure no further damage occurs to City property; and,

WHEREAS, it has been determined that Consurco, Inc. can perform the necessary work to the blind side waterproof the basement wall of the Hugh Nichols Public Safety Building for the amount of $77,270;

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

Section 1. Based on Idaho Code Section 67-2808(1) and the foregoing Recitals, which are adopted here as findings, the Nampa City Council declares that an emergency exists which necessitates the immediate expenditure of public funding to safeguard public property, specifically, the Hugh Nichols Public Safety Building.

Section 2. Staff having negotiated a contract with Consurco, Inc. for the installation of the blind side waterproofing of the basement wall, the Mayor is hereby authorized to enter into said contract.

APPROVED BY THE MAYOR AND THE CITY OF NAMPA, IDAHO, THIS 16th DAY OF SEPTEMBER 2019.

Approved:

_____________________________
Mayor

Attest:

_________________________________
City Clerk
DEPARTMENT OF BUILDING SAFETY AND FACILITIES DEVELOPMENT

THIS AGREEMENT, made this 16th day of September, 2019 by and between the City of Nampa, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as “Owner”, and Consurco, Inc., hereinafter referred to as “Contractor”, a corporation organized under the laws of the State of Idaho.

1. WORK TO BE PERFORMED

Contractor shall furnish labor, material and equipment for, and perform the work as stated in the proposal for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following; together with any amendments that may be agreed to in writing by both parties.

- Contract Agreement
- Personal Automobile Liability Insurance
- Liability Insurance
- Worker’s Compensation
- Commercial Automobile Liability Insurance
- Performance Bond

City of Nampa does hereby employ the Contractor to perform the services and work as stated in the proposal dated September 3, 2019 for Blind Side Waterproofing at the Hugh Nichols Public Safety Building for the total sum of $77,270.

2. LIQUIDATED DAMAGES

Contractor hereby agrees to commence work under this contract within 10 days of the Notice to Proceed and to fully complete the project within 30 consecutive calendar days thereafter. Contractor further agrees to pay as liquidated damages, the sum of $250 for each consecutive calendar day thereafter or after the established substantial completion date or adjusted date as established by change orders. These damages shall not apply, should unforeseeable causes beyond the control and without the fault of negligence of the Contractor cause delays in the completion of this project.

3. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and save and hold harmless Owner from and for any and all losses, claims, actions, judgements for damages, or injury to persons or property and losses and expenses caused or incurred by Contractor, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Owner or its employees. The Contractor further agrees to protect, defend and indemnify the Owner from any claims by laborers, subcontractors or anyone directly or indirectly employed by Contractor or Subcontractor for unpaid work or labor performed or materials supplied in connection with the Construction Contract.

In addition, Contractor shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the Owner shall be named an additional insured.
in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Owner; and if Owner becomes liable for an amount in excess of the insurance limits, herein provided, Contractor covenants and agrees to indemnify and save and hold harmless Owner from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Service Provider shall provide Owner with a Certificate of Insurance, or other proof of insurance evidencing Service Provider’s compliance with the requirements of this paragraph and file such proof of insurance with the Owner. In the event the insurance minimums are changed Service Provider shall immediately submit proof of compliance with the changed limits.

Additionally, the Contractor shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in the work on the project under this Agreement (including himself) in the statutory limits as required by law. In case any such work is sublet, the Contractor shall require that sub proposer provide Workers Compensation Insurance for himself and any/all the latter’s employees. Proof of insurance must be provided to Owner prior to the start of work.

Additionally the Contractor shall have and maintain Commercial Automobile Liability coverage in the minimum amount of $1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles also to include Uninsured/Underinsured Motorists coverage in the minimum amount of $100,000 when they are owned vehicles. Personal Automobile Liability coverage in the minimum amount of $100,000 per person and $300,000 each accident bodily injury and $50,000 each accident property damage for each vehicle to be operated in association with this contract that is not covered under Commercial Automobile Liability.

A Performance Bond shall be provided, in the amount equal to the contract price as security for the faithful performance of all Contractor’s obligations under the Contract Documents.

Proof of all insurance shall be submitted to City of Nampa, Facilities Development, 310 13th Avenue South, Nampa, ID 83651.

Policies will not be cancelled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to Owner.

4. ATTORNEY FEES

Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney’s fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

5. INDEPENDENT PROPOSER

In all matters pertaining to this agreement, Contractor shall be acting as an independent contractor,
and neither Contractor, nor any officer, employee or agent of Contractor will be deemed an employee of Owner. The selection and designation of the personnel of the Owner in the performance of this agreement shall be made by the Owner.

6. **COMPENSATION**

The Owner shall pay the Contractor the Contract Sum of $77,270 for performance of the Contract. Contractor will invoice Owner directly for all current amounts earned under this Contract. Owner will pay all invoices within forty-five (45) days after receipt.

7. **NOTICES**

Any and all notices required to be given be either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

- City of Nampa
  - Facilities Development
  - 310 13th Ave. South
  - Nampa, ID 83651

- Consurco
  - 621 E King St. STE 150
  - Meridian, ID 83642

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

8. **ASSIGNMENT OF CONTRACT**

Contractor shall not assign transfer, convey sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of City of Nampa, but in no case shall consent relieve Contractor of their obligations, or change the terms of the contract.

9. **PERMITS AND LICENSES**

Contractor agrees to provide and maintain any and all required State and local permits, and/or inspection fees per City of Nampa Building Department. Contractor must possess and maintain a valid Public Works license with the State of Idaho.

10. **COMPLIANCE WITH LAWS**

In performing the scope of services required hereunder, Contractor shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments.

11. **DISCRIMINATION PROHIBITED**

In performing the Services required herein, Contractor shall not discriminate against any person on
the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or physical disability.

12. WORK PERFORMANCE

a) The Contractor shall protect all work adjacent to the Contract site from any damage resulting from the work of the Contractor and shall repair or replace any damaged work at his/her own expense.

b) The Contractor shall replace and put in good condition any existing conditions damaged in carrying out the contract.

c) The Contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience.

d) The Contractor shall conduct his activities in a business-like manner and adhere to the reasonable wishes of the Owner in relation to his working schedule.

13. RIGHT TO STOP WORK

If the Contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

14. DEFAULT

The contract may be cancelled or annulled by City of Nampa in whole or in part by written notice of default to Contractor upon non-performance, violation of contract terms, delivery failure, bankruptcy, or insolvency, or the making of an assignment for the benefit of creditors. City of Nampa reserves the right to grant Contractor a specified cure period during which to cure or remedy the default, which cure period shall be included in the written notice of default.

15. SEVERABILITY

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonable capable of completion.

16. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

17. APPLICABLE LAW
This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Nampa.

18. **TIME IS OF THE ESSENCE**

The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under this Contract by the party so failing to perform.

19. **FORCE MAJEURE**

Any delays in or failure of performance by Contractor shall not constitute a breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Contractor, including but not limited to, act of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Contractor. In the event that any event of force majeure as herein defined occurs, Contractor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

20. **APPROVAL REQUIRED**

This Agreement shall not become effective or binding until approved by the City of Nampa.

IN WITNESS WHEREOF, THE OWNER AND THE CONTRACTOR HAVE EXECUTED THIS CONTRACT AS OF THE DATE FIRST WRITTEN ABOVE.

(CONTRACTOR)

________________________________________
Signature                  Date

________________________________________
Print Name
ACKNOWLEDGEMENT

State of __________ )
    ) ss
County of __________)

On this __________ day of __________ 20____, before me personally appeared ______________ known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he/she is ______________ and that he/she executed the foregoing instrument on behalf of said firm for the use and purposes stated therein.

Witness my hand and official seal

____________________________
(Notary Signature)

(SEAL)
APPROVED AS TO FORM AND CONTENT:

Brian Foster, Facilities Development    Date

CITY OF NAMPA

APPROVED BY:

Debbie Kling, Mayor    Date

ATTEST:       CONTRACT AMOUNT:

City Clerk    $ 77,270    Date
The Idaho Transportation Department (ITD) is designing improvements to Interstate 84 between the Karcher Interchange and Franklin Boulevard Interchange in Nampa. The improvements are part of a major project addressing the needs on I-84 from Nampa into Caldwell. The work is expected to improve safety, address congestion and benefit the regional economy for many years.

Right-of-Way acquisition to widen the I-84 project corridor is underway.

ITD submitted a property acquisition proposal to the City to purchase 3,316 square feet of City of Nampa Cemetery Property adjacent to I-84 (See Exhibit A, Vicinity Maps).

The property is undeveloped and the Parks Department has no current plans for expansion in that area.

The Parks Department, Public Works and City Attorney reviewed the proposal and recommends acceptance of the offer of $10,000 ($3.01 / SF). ITD’s original offer and appraisal valued the property at $5,204 ($1.56 / SF). Based on the existing undeveloped cemetery plat in that area Engineering negotiated the higher offer.

Pursuant to Idaho Code § 67-2323, the City is authorized to convey the property to ITD (i.e., another “government body”), so long as the terms of the conveyance are set forth in a “written agreement” prior to the conveyance. Because the property is worth less than $10,000, the conveyance may occur without the “notice and a hearing,” which would have been required had the property had a value in excess of $10,000.

Of note, at least four City Council members must approve of this transaction. A vote of 3-3 by the council would constitute disapproval of the transaction (i.e., the Mayor could not cast a deciding vote). Idaho Code § 67-2324.

With time being of essence for this project, staff respectfully requests that the Mayor and/or Public Works Director be duly authorized by Council to execute, as the City’s duly authorized agents, any and all necessary Real Estate Acquisition Agreement(s), Claim for Payment, Memorandum of Contract, Right of Way Contract and Warranty Deed (See Exhibit B, Contract Documents).
REQUEST: Authorize Mayor and/or Public Works Director to execute any necessary documents pertaining to the ITD Right-of-Way acquisition of City of Nampa Cemetery Property.
City of Nampa Koherlawn - Parcel 38
6th St. N.
Nampa, Idaho
RIGHT OF WAY CONTRACT
Idaho Transportation Department

Project No.   A020(315)
Parcel No.   38
Parcel ID No. 50916
Key No. 20315
County Canyon

THIS AGREEMENT is made this ____ day of ____________, 2019 between
STATE OF IDAHO, IDAHO TRANSPORTATION BOARD, by and through the IDAHO
TRANSPORTATION DEPARTMENT, by its Division of Engineering Products and Plans
Administrator or the authorized representative (“DEPPA”), herein called "STATE," and
THE CITY OF NAMPA, herein called "GRANTOR."

NOW THEREFORE, the parties hereto agree as follows:

1. State shall pay Grantor and lienholder(s), if any, such sums of monies as are set
out below. Grantor agrees to pay all taxes and assessments due and owing, including
taxes owing for the year in which this transaction closes. Payment to Grantor pursuant
to this Agreement is contingent upon Grantor demonstrating clear title to the property
identified above through use of documents acceptable to State and the title company
being utilized by State for this Project. Grantor shall execute and deliver to State a
notarized instrument of conveyance corresponding to the interest being acquired.

2. This contract shall not be binding unless and until executed by the DEPPA.

3. The parties have herein set out the whole of their agreement, the performance of
which constitutes the entire consideration for the grant of said right-of-way and shall
relieve State of all future claims or obligations on that account or on account of the
location, grade and construction of the proposed highway.

4. Grantor represents that to the best of Grantor’s knowledge no hazardous
materials have been stored or spilled on the subject property during Grantor’s
ownership or during previous ownerships at least insofar as Grantor has observed or
has been informed. In the alternative, if Grantor has knowledge of storage or spill of
hazardous materials on the subject property, that information is set out below. This sale
is conditional upon full disclosure of any such information.

5. Grantor hereby grants State and/or its designated contractor a “Temporary Right-
of-Entry” for unexpected and currently unforeseen incidents related to the construction
of the Project. For example, the Temporary Right-of-Entry allows State and/or its
designated contractor to enter upon the remainder of Grantor’s property to retrieve
materials, equipment, debris, etc. related to the construction of the Project that might
encroach upon Grantor’s property. State and/or its designated contractor shall inform
Grantor of the need to exercise the Temporary Right-of-Entry before entering upon the
remainder of Grantor’s property. Said Temporary Right-of-Entry shall terminate upon the completion of the Project.

6. Grantor agrees to give State legal and physical possession of the property herein being purchased by State upon Closing or upon Grantor’s receipt of payment, whichever is later.

7. In consideration of the interests being conveyed by Grantor, State shall pay Grantor as follows:

<table>
<thead>
<tr>
<th>Type</th>
<th>Sq. Ft.</th>
<th>Acres</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>3,316.00</td>
<td>0.076</td>
<td>$4,642.00</td>
</tr>
<tr>
<td>Improvement</td>
<td></td>
<td></td>
<td>$562.00</td>
</tr>
<tr>
<td>Administrative Settlement</td>
<td></td>
<td></td>
<td>$4,796.00</td>
</tr>
<tr>
<td>JUST COMPENSATION</td>
<td></td>
<td></td>
<td>$10,000.00</td>
</tr>
<tr>
<td>TOTAL CONSIDERATION</td>
<td></td>
<td></td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

The Parties have had sufficient opportunity to consult with legal counsel of their own choice. This Agreement may be executed in any number of counterparts, each counterpart may be delivered originally or by electronic transmission, and all such executed and delivered counterparts taken together will constitute one original agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

STATE:

IDAHO TRANSPORTATION DEPARTMENT:
Recommended for Approval

By: ________________________________

AMY REVIS, District Engineer

By: ________________________________

SCOTTY JOHNSON
Senior Right of Way Agent

Approved for Division of Engineering Products and Plans Administrator

On ____________________________, 2019

By: ________________________________

JUSTIN POND
Right-of-Way Program Manager

GRANTOR:

THE CITY OF NAMPA

By: ________________________________

Title: ________________________________
Printed Name: ________________________________

By: ________________________________

Title: ________________________________
Printed Name: ________________________________

By: ________________________________

Title: ________________________________
Printed Name: ________________________________

ATTEST:

By: ________________________________

Title: ________________________________
Printed Name: ________________________________
CLAIM FOR PAYMENT
REAL ESTATE TRANSACTIONS

ITD-740 09/14

Project No. A020(315)      Key No. 20315      Program No. E183440
Parcel No. 38               Parcel Identification No. 50916

The undersigned have an interest in the agreed settlement amount as specified in that certain Right of Way Contract dated _____________________________, by and between the State of Idaho, Idaho Transportation Board, by and through the Idaho Transportation Department and the undersigned. PAYMENTS MADE ON BEHALF OF TRANSFEROR WILL BE REPORTED UNDER TRANSFEROR’S TAX IDENTIFICATION NUMBER WHICH SHALL BE COLLECTED BY THE TITLE COMPANY LISTED.

That agreed settlement amount specified in the Right of Way Contract shall be paid as follows:

<table>
<thead>
<tr>
<th>Name/Address</th>
<th>TIN</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alliance Title &amp; Escrow Corp.</td>
<td>820481163</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>380 East Parkcenter Blvd. Suite 105</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boise, ID 83706</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

On behalf of:
THE CITY OF NAMPA
411 3rd Street S
Nampa, ID 83651

TRANSFEROR(S) SIGNATURE(S)
We hereby certify that the foregoing claim is just and correct, that the amount claimed is legally due after allowing all just credits, and that no part of same has been previously paid.

THE CITY OF NAMPA

By: _________________________________  By: _________________________________
Title: _______________________________  Title: _______________________________
Printed Name: ________________________  Printed Name: _______________________

ATTEST:

By: _________________________________  By: _________________________________
Title: _______________________________  Title: _______________________________
Printed Name: ________________________  Printed Name: _______________________

DEPARTMENT USE ONLY

I hereby certify that the above Transferor(s) are entitled to the amount claimed above by virtue of transferring ownership or interest in real property to the State of Idaho and have examined the supporting data and recommend payment of the amount claimed.

Recommended: ______________________  Approved: ______________________
Right of Way Agent                  Authorized Supervisor
MEMORANDUM OF CONTRACT OF SALE

This MEMORANDUM OF CONTRACT OF SALE is made and entered into as of the ___ day of __________________, 2019, by and between THE CITY OF NAMPA ("Grantor"), and the STATE OF IDAHO, IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT ("Grantee"), whose address is 3311 West State Street, Boise, Idaho 83703.

Grantor owns that certain real property located in the County of CANYON, State of Idaho, which is more particularly described as follows ("Property"):

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF. Together with all appurtenances.

Fee Acquisition containing approximately 0.076 acres.

NOW, THEREFORE, Grantor declares as follows:

Grantor agrees to sell the Property to Grantee and Grantee agrees to purchase the same from Grantor upon all the terms and conditions set forth in that certain Right of Way Contract by and between Grantor and Grantee dated as of the ___ day of __________________, 2019.
IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR:

THE CITY OF NAMPA

By: ____________________________________________
Title: __________________________
Printed Name: ____________________________

By: ____________________________________________
Title: __________________________
Printed Name: ____________________________

ATTEST:

By: ____________________________________________
Title: __________________________
Printed Name: ____________________________

STATE OF IDAHO )
) ss.
County of CANYON )

On this _____ day of ____________, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared ______________________,
______________________, and ________________________, known or identified to me to be the
______________________, ________________________, and ________________________, respectively, of THE CITY OF NAMPA, who executed the instrument on behalf of THE CITY OF NAMPA and acknowledged to me that such municipality executed the same.

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

___________________________________
Notary Public for IDAHO
Residing at ____________________________
(SEAL) My commission expires ____________

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT – I.C. 67-2301
Page 2 of 3
IN WITNESS WHEREOF, Grantee has hereunto set its hand and seal the day and year first above written.

GRANTEE:

STATE OF IDAHO, IDAHO TRANSPORTATION BOARD,
by and through the IDAHO TRANSPORTATION DEPARTMENT

By: ______________________________
    JUSTIN POND
    Right of Way Program Manager

State of IDAHO

) ss.

County of ADA

On this _____ day of ____________, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JUSTIN POND, known or identified to me to be Right of Way Program Manager for the State of Idaho, Idaho Transportation Board, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the STATE OF IDAHO, IDAHO TRANSPORTATION DEPARTMENT.

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

____________________________________
Notary Public for IDAHO.

Residing at __________________________

(SEAL)

My commission expires ________________
WARRANTY DEED

THIS INDENTURE is made this _____ day of ______________, 2019, by and between
THE CITY OF NAMPA ("Grantor") and the STATE OF IDAHO, IDAHO TRANSPORTATION BOARD,
by and through the IDAHO TRANSPORTATION DEPARTMENT ("Grantee"), whose address is
3311 West State Street, Boise, Idaho 83703.

WITNESSETH: That Grantor, for value received, does, by these presents, grant, bargain,
sell and convey unto Grantee the following described real property situated in the County of
CANYON, State of Idaho, to-wit:

SEE EXHIBIT A ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF.
Together with all appurtenances, easements and rights of way.

Containing approximately 0.076 acres.

TO HAVE AND TO HOLD the said property with its appurtenances unto said Grantee, and
Grantee's successors and assigns forever. Grantor does hereby covenant to and with Grantee,
that Grantor is the owner in fee simple of said property; that said property is free from all
cumbrances, EXCEPT those to which this conveyance is expressly made subject and those
made, suffered or done by Grantee; and subject to reservations, restrictions, dedications,
easements, right of way and agreements (if any) of record, and general taxes and assessments
(including irrigation and utility assessments, if any) for the current year, which are not yet due
and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR:

THE CITY OF NAMPA

By: ________________________________
Title: ________________________________
Printed Name: __________________________

By: ________________________________
Title: ________________________________
Printed Name: __________________________

By: ________________________________
Title: ________________________________
Printed Name: __________________________

ATTEST:

By: ________________________________
Title: ________________________________
Printed Name: __________________________

By: ________________________________
Title: ________________________________
Printed Name: __________________________
STATE OF IDAHO

County of CANYON

On this _____ day of _____________, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared ____________________, ____________________, and ____________________, known or identified to me to be the ____________________, ____________________, and ____________________, respectively, of THE CITY OF NAMPA, who executed the instrument on behalf of THE CITY OF NAMPA and acknowledged to me that such municipality executed the same.

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

___________________________________
Notary Public for IDAHO
Residing at __________________________
(SEAL)

My commission expires __________________
BID AWARD

Aerial Sewer Replacement (Site 1) FY19
(Within FY19 Sewer Program Contingency Budget)

- Each year as part of the City’s Asset Management program the Wastewater Division identifies sanitary sewer lines and infrastructure that need rehabilitation or replacement.

- In 2017 (FY17) the City had to perform an emergency repair on an aerial sewer crossing at Broadmore Ave to stop sewage discharge into Indian Creek. The emergency repair highlighted the need for the City to be more proactive in replacing failing aerial sewer crossings.

- Earlier this year, (FY19) the City had to perform an emergency wrap repair on an aerial sewer crossing at 10th Ave. N to stop sewage discharge into Indian Creek.

- For FY19 the Wastewater Division identified six (6) aerial sanitary sewer crossings in need of replacement of these sites, Site 1 has visible holes above the flow line and in current need of replacement (Exhibit A).

- T-O Engineers, Inc. was selected by interview to design the project and assist with easement acquisition, bidding and construction.

- The aerial crossings were designed in FY19 with planned construction in FY20 to coincide with the irrigation offseason. Site 1 however is needing replaced as soon as possible considering the condition of the existing pipe.

- The Aerial Sewer Replacement Site 1 project will be paid for via project savings from the Zone E Sewer Pipe Rehabilitation Replacement project.

- The project received four bidders.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cougar Const.</td>
<td>$342,500</td>
</tr>
<tr>
<td>Knife River</td>
<td>$371,275</td>
</tr>
<tr>
<td>Paul Const.</td>
<td>$464,452</td>
</tr>
<tr>
<td>Syblon Reid</td>
<td>$278,095</td>
</tr>
</tbody>
</table>

- This project was estimated at $175,000, bids are higher due to tariffs on steel, the size of the pipe, requiring railroad inspection within railroad right of way, and the high demand for contractors.

- Engineering Division recommends awarding the project.

REQUEST: Award bid to Syblon Reid and authorize Mayor to sign contract for FY19 Aerial Sewer Replacement (Site 1) Project in the amount of $278,095.00.
Aerial Sewer Maintenance FY19
UPRR-WWTP Site 1 Exhibit A
STREETS DIVISION
SUMMERSBY SUBDIVISION TRAFFIC CALMING MOU
REVIEWED AND APPROVED BY LEGAL

- The Engineering Division presented a Traffic Calming Pilot Program to Council on July 5, 2016. Traffic Calming measures may include speed humps, chicanes, center island narrowing, realigned intersections and traffic circles designed to reduce speeding in residential neighborhoods and increase safety. See Exhibit A for the draft Traffic Calming Guidance Policy.

- The Homeowner’s Association (HOA) of Summersby Subdivision requested that the City of Nampa complete a traffic calming study on North Midsummer’s Lane, which connects to Cherry Lane and terminates in the adjacent Colter Bay Subdivision (See Exhibit B).

- The City gathered speed and volume data on North Midsummer’s Lane and determined that the traffic exceeds the City’s recommended threshold outlined in the Traffic Calming Guidance Policy for the 85th percentile speed. Traffic calming measures are warranted based on data collected in the field and engineering judgement.

- Based on a neighborhood petition, the HOA has agreed to a partnership with the City in which the City will be responsible for 25% of the total construction costs for the traffic calming measures and the HOA will be responsible for the other 75%.

- The total construction cost for traffic calming measures on North Midsummer’s Lane is estimated to be $6,000.00 with the City paying $1,500.00 (25%) out of the Streets Pavement Management Budget.

- The City has drafted a Memorandum of Understanding (MOU) (see Exhibit C) outlining the agreement between the City and the HOA. The MOU has been approved by the City’s Legal team and signed by a representative of Summersby Homeowner’s Association.

REQUEST: Authorize the Mayor to sign the MOU entering into an agreement with the Summersby Subdivision HOA to install traffic calming measures on North Midsummers Lane.
Purpose:
The City of Nampa’s Traffic Calming Program is a proactive, community-based program designed to enhance the quality of life in Nampa neighborhoods. It is a common goal among City leaders and residents to calm traffic on local residential streets where speeding, crashes, and/or non-local traffic are concerns, providing a safer environment for motorists, pedestrians, and children. Through this program residents will partner with the City of Nampa to evaluate traffic concerns in their neighborhood.

This information will help residents determine whether a street qualifies for the City’s Neighborhood Traffic-Calming program and navigate them through the program to establish traffic calming in their neighborhood. Should residents have further questions on this program or would like additional information, contact the Engineering Division at 208-468-5409.

Getting Started:
Active citizen participation is the key to the success of all traffic-calming projects. Experience in other cities has shown that traffic calming projects installed without strong neighborhood participation are frequently unsuccessful, requiring the removal of some or all measures. This involvement instills a sense of ownership in the project once traffic-calming measures are installed. Qualifying for Nampa’s Neighborhood Traffic-Calming Program requires gaining consensus through organized neighborhood meetings and a petition. As part of the partnership with the City, the neighborhood will be asked to participate in a portion of the traffic calming installation costs.

Additionally, the street being considered should meet the following pre-qualifications to be eligible for this program:

- Have a speed limit of 30 mph or less.
- Be classified as a residential street.
- Cannot be a cul-de-sac.
- Cannot be used as a critical emergency response route or provide direct access to a fire/EMS station or hospital.
This program applies only to existing streets. It does not apply to future roads or to new subdivision streets under construction.

The Program:
The neighborhood representative or Home Owners Association (HOA) President is encouraged to organize a public neighborhood meeting to develop commitment to this program. If the street being considered meets the above pre-qualifications and there is commitment generated at the neighborhood meeting, the neighborhood representative or Home Owners Association President must submit a letter to the Engineering Division requesting the street be evaluated for traffic calming. Upon receipt of this request, the Engineering Division will send the neighborhood representative a map defining the affected area. The affected area typically consists of streets whose primary access is directly off the affected street. This includes households, apartments, and/or businesses located on the affected street(s) as well as any households and apartments located on adjoining streets or cul-de-sacs attached to the affected street(s).

STAGE ONE

Pre Traffic-Calming Solutions:
Residents can request the use of automated speed-monitoring trailers, which display to drivers their “actual” speed to encourage their compliance with posted speed limits. The trailers monitor traffic patterns in a given neighborhood for several days at a time. The units record the number of vehicle and speed of each vehicle. This data is used to identify traffic related problems.

Enforcement:
After the traffic analysis is completed, the STEP (Selective Traffic Enforcement Program) may respond with increased enforcement to address the issue. Residents should be specific regarding the days and times of traffic concerns to help determine when enforcement is needed.

If the above tactics have been pursued and the Engineering Division has determined these initiatives to be ineffective, staff will advise the residents to proceed to Stage Two of the Neighborhood Traffic-Calming Program.

STAGE TWO

Engineering/Study:
Step One – Petition Request
The neighborhood representative requesting traffic-calming measures will need to circulate a petition to be signed by residents in the affected area and submit it to the Engineering Division.

- In order for the request to proceed, the petition must contain signatures from 75% percent of the households located in the affected area and 80% of the households on the affected street.
• If an apartment complex and/or business are located on the affected street or within the effected area, only the signature of the owner’s representative will be accepted for the purpose of achieving the required percentage for the petition.
• Once a petition is received the Engineering Division will develop a schedule for completing the evaluation.

*Step Two – Petition Approval*

Once the Engineering Division receives the petition it will then be reviewed by staff to ensure its accuracy.

• Once staff verifies the petition, the request for a traffic-calming study will be placed in active status and will move forward with a comprehensive traffic study.
• If the Engineering Division does not approve the petition, for lack of necessary signatures or other reasons, it will be sent back with an explanation of why it was not approved.

*Step Three – Comprehensive Traffic Study*

The Engineering Division will conduct a comprehensive traffic study for the affected area to determine if the street(s) meets the following criteria:

• Has a high daily volume of vehicles in the affected area.
• The 85th percentile speed (the speed which 85 percent of vehicles travel) must be higher than posted speed limit.

If the engineering evaluation indicates that traffic calming is recommended, staff will advise the residents to proceed to Stage Three.

**STAGE THREE**

**Engineering/Conceptual Plans and Implementation:**

*Step One – Selecting the Appropriate Traffic-Calming Measure*

The Engineering Division will send a letter to the neighborhood representative recommending several traffic calming options from the list below. The neighborhood representative shall organize a neighborhood meeting to discuss the traffic calming options and determine a preferred alternative. The neighbor representative shall write a letter to the Engineering Division summarizing the results of the meeting and the selected alternative.

*Step Two – Traffic-Calming Installation*

Once the Engineering Division has received the neighborhood selection the street will be placed on a priority list for design and construction. Once the design is complete, the City Council will be asked to approve construction of the traffic calming installation at the next regularly scheduled Council meeting.

*Step Three – Post Evaluation*

Six months after the traffic-calming measure(s) installation, the Engineering Division will conduct a follow-up study to ensure that it is effective. The results of the evaluation will be sent
to the neighborhood representative for distribution. If needed, the Engineering Division will make recommendation to City Council for the adjustment of traffic-calming measure(s).

**Acceptable Traffic Calming Measures**

Potential traffic calming measures may include speed humps, medians and lane restrictions. A list of acceptable traffic-calming measures can be found at the following site from the Institute of Transportation Engineers: [http://www.ite.org/traffic/tcdevices.asp](http://www.ite.org/traffic/tcdevices.asp).

The cost of installation is generally within the following ranges:

<table>
<thead>
<tr>
<th>Traffic Calming Measure</th>
<th>Cost Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Center Island Narrowing</td>
<td>$26,000 to 32,000</td>
</tr>
<tr>
<td>Chicanes</td>
<td>$32,000 to $42,000</td>
</tr>
<tr>
<td>Chokers</td>
<td>$30,000 to $36,000</td>
</tr>
<tr>
<td>Diversion</td>
<td>$21,000 to $25,000</td>
</tr>
<tr>
<td>Protected Parking</td>
<td>$21,000 to $25,000</td>
</tr>
<tr>
<td>Realigned Intersections</td>
<td>$23,000 to $28,000</td>
</tr>
<tr>
<td>Traffic Circles</td>
<td>$14,000 to $17,000</td>
</tr>
<tr>
<td>Semi-Diversers</td>
<td>$29,000 to $35,000</td>
</tr>
<tr>
<td>Force Turn Islands</td>
<td>$15,000 to $19,000</td>
</tr>
<tr>
<td>Speed Humps</td>
<td>$3,000 to $5,000</td>
</tr>
</tbody>
</table>

**Non-Acceptable Traffic Calming Measures**

**Stop Signs:**
A common request to address speeding in neighborhoods is the installation of Stop signs. This may seem like an easy way to reduce vehicle speeds, however, Stop signs used for traffic calming can actually create a dangerous and undesirable situation.

Stop signs that are used as a traffic-calming measure can cause high incidences of drivers intentionally violating the stop and other traffic-related issues. When vehicles do stop, the speed reduction is often only effective in the immediate area, since motorists will then increase their speed to make up for lost time. This can result in increased mid-block speeds. There is often an increase in rear-end collisions near the inappropriate stop sign, frequently called “cluster” accidents. In order to avoid the extra stops and starts on streets with these Stop signs, there can be a redistribution of traffic to adjacent streets.

For these reasons, the City of Nampa does not list Stop signs as an effective traffic-calming measure. Instead, the City uses Stop signs to improve safety at intersections where traffic volumes or accidents warrant the installation.

**Children at Play Signs:**
Another common request in neighborhoods is the installation of “Children at Play” signs. National and statewide traffic studies have shown that “Children at Play” signs are not effective in increasing a driver’s attention to the point of reducing vehicle speeds or reducing pedestrian crashes. In fact, placement of these signs can increase the potential for crashes by conveying to children and parents that the area is safe for children.

For these reasons, the City of Nampa does not use “Children at Play” signs and we encourage parents and/or guardians to find alternative play areas for children, such as a backyard or local parks.

**Cost Sharing**

The cost of the traffic calming installation and adjustments (if needed) will be split between the residents or home owner association and the City. The City will participate in 25% of the installation cost and the residents or home owners association will cover the remaining 75%. If requested by the neighborhood representative, the City will create a Local Improvement District (LID) to assist with funding their portion of the improvements.

The City will design, bid, and oversee construction of the project. Once constructed, the City will maintain the pavement, striping, and signage while the residents or homeowners association will be responsible for the landscaping, curb, gutter and sidewalks.

**DEFINITIONS:**

**Affected Area**
The area in which the placement of traffic-calming measures will have an effect. At a minimum this will include households, apartments, and/or businesses located on the affected street and any households located on streets or cul-de-sacs attached to the affected street.

**Affected Street**
The street on which traffic-calming measures are being requested.

**Collector Street**
A Street that provides both access and circulation within a residential neighborhoods and commercial or industrial areas. This system collects traffic from local streets and disperses it to the arterial system. The collector system may also carry local bus routes.

**Cul-De-Sac**
A local street, one end of which is closed and consists of a circular turn around.

**Traffic Volumes**
The number of vehicles passing a given point on a street in both directions during a 24 hour period of time.
85th Percentile Speed
The speed below which 85 percent of vehicles travel.

Condo (Condominium)
A multi-unit dwelling where each unit is individually owned.

Apartment/Cooperative Housing
A dwelling unit within a house or building with two or more units which are rented or leased from a company or individual.

Local Improvement District (LID)
A Local Improvement District (LID) is a method by which a group of property owners can share in the cost of infrastructure improvements. The first payment is not due until after the project is complete. The City will front the funding and the property owners will make payments back to the City over a number of specified years.
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 25th day of July, 2019, between the CITY OF NAMPA, CANYON COUNTY, IDAHO, an Idaho municipal corporation ("City") and, SUMMERSBY SUBDIVISION HOMEOWNER'S ASSOCIATION, INC. ("Summersby").

Recitals

WHEREAS, Summersby have requested installation of traffic calming measures on North Midsummers Lane within the Summersby Subdivision; and

WHEREAS, City has a policy governing the installation of traffic calming measures on local roadways within a subdivision.

Agreement

NOW, THEREFORE, the City and Summersby hereby agree as follows:

1. City shall:
   a. Design the traffic calming measure for North Midsummers Lane.
   b. Review the design and location of the traffic calming measure with Summersby.
   c. Prepare cost estimates for the installation of the traffic calming measure.
   d. Obtain bids for the installation of the traffic calming measure.
   e. Invoice Summersby for 75% of the cost of the installation of the traffic calming measure.
   f. Contract with the successful bidder for the installation of the traffic calming measure.

2. Summersby shall:
   a. Review and provide comments to City on the design and location of the traffic calming measure.
   b. Prior to installation of the traffic calming measure pay the invoice provided by the City for 75% of the cost of the installation of the traffic calming measure.

3. Entire Agreement. The parties agree that this Agreement constitutes the entire agreement between the parties.

4. Attorney Fees. 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 fee, together with such other costs as may be authorized by law.
5. **Severability.** In the event any of the provisions of this Agreement shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this Agreement.

6. **Headings.** The underlined paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in interpreting or construing this Agreement.

7. **Binding Effect.** The provisions and stipulations of this Agreement shall inure to and bind the heirs, personal representatives, assigns and successors in interest of the parties hereto.

8. **Entity Authority.** Each individual executing this Agreement on behalf of an entity represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity.

SUMMERSBY SUBDIVISION HOMEOWNER'S ASSOCIATION

By: _Tom Mahoney on behalf of Summersby HOA_

Name and Title: _Tom Mahoney, HOA President_

CITY OF NAMPA, CANYON COUNTY, IDAHO

By: __________________________

    Debbie Kling, Mayor
NO PARKING REQUEST
BROADMORE DRIVE
(Shannon Drive to 4th Street North)

• The Engineering Division received a request from the Idaho Arts Charter School to install “No Parking” signs along Broadmore Drive located in the old Broadmore Golf Course area (see Exhibit A).

• Currently during drop off and pick up times the roadway is effectively reduced to a single lane due to the on-street parking.

• This restriction makes bussing operations and student pick-up and drop-off difficult to manage.

• Engineering has notified the adjacent property owners of the request and they did not express any concerns with this change.

• In addition to the No Parking signs, if approved, School Zone signs will also be installed.

• Engineering recommends approval of the No Parking zone.

REQUEST: Authorize the installation of a No Parking zone along both sides of Broadmore Drive between Shannon Drive and 4th Street North
Authorize Inclusion of Wastewater Treatment Plant II Upgrades Project Group H with Project Group F and Request for Qualifications Advertisement for Project Group F Progressive Design-Build Contract

- On June 3, 2019, City Council approved project packaging and delivery approaches for the Nampa Wastewater Treatment Plant (WWTP) Phase II Upgrades as described below:

<table>
<thead>
<tr>
<th>Project Group Name</th>
<th>Project Group Components</th>
<th>Approximate Package Value</th>
<th>Delivery Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Group D</td>
<td>Primary Digester No.5, Waste Gas Burner (Flaro)</td>
<td>$9.0M</td>
<td>Design-Bid-Build</td>
</tr>
<tr>
<td>Project Group E</td>
<td>Renovation of the Laboratory and Administration Building</td>
<td>$2.9M</td>
<td>Design-Bid-Build</td>
</tr>
<tr>
<td>Project Group G</td>
<td>Primary Clarifier 1 Structure, Mechanism, and Sludge Pump Repair, Repairs for Headworks Facility</td>
<td>$4.5M</td>
<td>Design-Bid-Build</td>
</tr>
<tr>
<td>Project Group H</td>
<td>New Sidestream Treatment Facility</td>
<td>$12.4M</td>
<td>Design-Bid-Build</td>
</tr>
</tbody>
</table>

- The largest project, Project Group F, will be delivered as a progressive design-build. Because progressive design-build is new to the Idaho market, the Wastewater Program Management Team (WPMT) released a market sounding brief to municipal wastewater consultants and contractors

- Between August 12 and 19, 2019, City consultant Brown and Caldwell, and the City’s legal counsel, conducted interviews with interested parties. The market sounding demonstrated a high level of interest from qualified engineering firms and contractors.
• During the market sounding interviews, Project Group H Sidestream Treatment Facility was identified as a key component to optimizing the performance of Project Group F improvements

• After further consideration by the WPMT and legal counsel, it is recommended that Project Group H be added to the Project Group F Progressive Design-Build contract

• Next steps will be for the City to advertise a Request for Qualifications (RFQ) which allows any interested party to respond. The City then selects a short list of firms that it would like to provide additional information to about the project. The shortlisted firms will receive a Request for Proposal (RFP) from the City and respond with a more detailed proposal

• Following interviews with the respondents, the City then selects a firm to award the contract to and enter into a partnership to complete the required work. Outlined below is the anticipated schedule:

<table>
<thead>
<tr>
<th>Event</th>
<th>Due Dates and Deadlines</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market sounding</td>
<td>August 13–16, 2019</td>
</tr>
<tr>
<td>Request for Qualifications advertisement</td>
<td>September 30, 2019</td>
</tr>
<tr>
<td>Statement of Qualifications responses deadline</td>
<td>Early November 2019</td>
</tr>
<tr>
<td>Shortlisting of three qualified respondents</td>
<td>Late November/early December 2019</td>
</tr>
<tr>
<td>RFP Issued to shortlist</td>
<td>January 2020</td>
</tr>
<tr>
<td>One-on-one confidential meetings</td>
<td>Late January/early February 2020</td>
</tr>
<tr>
<td>Proposals deadline</td>
<td>February 2020</td>
</tr>
<tr>
<td>Interviews</td>
<td>March 2020</td>
</tr>
<tr>
<td>Notice of award</td>
<td>April 2020</td>
</tr>
<tr>
<td>Contract negotiations</td>
<td>May 2020</td>
</tr>
<tr>
<td>Notice to proceed</td>
<td>June 2020</td>
</tr>
</tbody>
</table>

• If approved by City Council, Public Works staff and the WPMT plan to move forward to advertise the RFQ on September 30, 2019

REQUESTS:
1) Authorization to include Project Group H in Project Group F progressive design-build contract; and
2) Authorize staff to proceed with Request for Qualifications advertisement for the selection of progressive design-build teams to complete the Wastewater Treatment Plant Phase II Upgrades Project Group F.
Amendment to Admiral Beverage Corporation Agreement for the Lease of Wastewater Treatment Capacity (Reviewed and Approved by Legal Counsel)

- On October 15, 2018, City Council approved an Agreement for the Lease of Wastewater Treatment Capacity with Admiral Beverage Corporation (Admiral). The lease is for additional wastewater capacity and expires on September 30, 2020.

- On August 2, 2019, Admiral submitted a request to lease additional wastewater capacity to support continued increases in production and allow time for new equipment to be installed in the Spring 2020.

- The additional capacity is necessary for Admiral to maintain compliance with the City’s wastewater pretreatment program.

- The proposed amended (see Attachment 1) lease agreement includes:
  - Additional wastewater capacity for Biochemical Oxygen Demand of 500 lbs./day and Total Phosphorus of 3.5 lbs./day
  - Monthly payment of $4,250.13 (Total Payments $55,668.63)
  - Connection fee value of leased capacity $680,021.40
  - Lease expires on September 30, 2020

- The amended lease agreement was developed in accordance with the Wastewater Industrial Incentive Policy.

- Wastewater and Engineering Divisions confirmed that wastewater system capacity is available for this lease modification.

- Economic Development Department reviewed the request, in accordance with the Wastewater Industrial Incentive Policy, and recommends approval.

- Public Works staff and the City’s legal counsel have reviewed the amended agreement and recommend approval.

REQUEST: Authorize Mayor to sign amended Agreement for the Lease of Wastewater Treatment Capacity and Connection Fee and issue an Industrial Waste Acceptance Permit Addendum with Admiral Beverage Corporation for the leased capacity with an expiration date of September 30, 2020.
Agreement for the Lease of Wastewater Treatment Capacity and Connection Fee

This Agreement for the Lease of Wastewater Treatment Capacity and Connection Fee ("Agreement") is made as of the 1st day of September 2019 ("Effective Date") by and between the City of Nampa, Idaho, an Idaho municipal corporation of 411 Third Street South, Nampa, Idaho 83651 and ("Nampa") and Admiral Beverage Corporation, a Wyoming Corporation registered to do business in the state of Idaho, of 8925 Birch Lane East, Nampa, Idaho 83687 ("ABC") with reference to the following:

WHEREAS, Nampa has unallocated wastewater capacity available for lease; and

WHEREAS, ABC has an immediate need for additional wastewater capacity; and

WHEREAS, ABC desires to study the facility process controls and pretreatment options before purchasing additional wastewater capacity; and

WHEREAS, ABC desires to enter into a thirteen (13) month lease of additional wastewater treatment capacity for use at real property located at 8925 Birch Lane East, Nampa, Idaho 83687 connected to Nampa’s wastewater system and pay a rental fee in lieu of the required sewer connection fee pursuant to Nampa City Code 8-2-12; and

WHEREAS, Pursuant to Section 6.B and Section 6.H of the City of Nampa Wastewater Industrial Incentives Policy, ABC may enter into a Lease of Wastewater Capacity Agreement for a period of up to five (5) years.

NOW THEREFORE, for good and valuable consideration, which is further described below, Nampa and ABC agree as follows:

1. **Incorporation of Recitals.** The above recitals are made a part of this Agreement and are incorporated herein by this reference.

2. **Leased Capacity.** Subject to the recall provisions in Section 6.B.xi of the City of Nampa Wastewater Industrial Incentive Policy and the terms of this Agreement, for a period of thirteen (13) months ABC hereby agrees to lease and Nampa agrees to lease the sewer system capacity described on *Exhibit A* attached hereto ("Total Capacity"). After the execution of this Agreement, Nampa shall issue an addendum to ABC’s Industrial Waste Acceptance Permit (Permit) containing discharge limits that are consistent with ABC’s Total Capacity. ABC’s Permit Addendum will have an expiration date of September 30, 2020.

3. **Rental Price.** ABC shall pay the principal amount of fifty-five thousand two hundred fifty-one dollars and sixty-nine cents ($55,251.69). Payment of the Rental Price shall be seven and one-half percent (7.50%) of the sewer connection fee per annum. The sewer connection fee is six hundred eighty thousand twenty-one dollars and forty cents ($680,021.40).
4. **Payment of the Lease Price.** ABC shall make monthly installments of principal on the Rental Price, due and payable in thirteen (13) consecutive monthly installments commencing on September 16, 2019. Each such monthly installment, exclusive of regular monthly user charges and any other proper fees or charges set for in such billing statement, shall be in the amount of four thousand two hundred fifty dollars and thirteen cents ($4,250.13).

5. **Default.** In the event of default by either Party, the non-defaulting Party shall be entitled to any available remedy at law or in equity. Provided, however, in the event ABC defaults in its obligation to pay for the Leased Capacity as provided herein, in addition to any other remedy available to Nampa, ABC shall forfeit the right to use or lease the pro rata portion of the Leased Capacity that is unpaid as of the date of default.

6. **Notice and Cure Period.** As a condition precedent to the effective exercise of any remedy for default, the non-defaulting Party shall give defaulting Party written notice of the alleged default or breach. The defaulting Party shall have a period of five (5) business days following receipt of such notice to cure the alleged default or breach to the reasonable satisfaction of the non-defaulting Party.

7. **ABC Representations.** ABC warrants and represents to Nampa that it has analyzed and verified that the Leased Capacity is sufficient for ABC’s intended use and that ABC is not relying on any express or implied representation by Nampa that the Leased Capacity is fit for any purpose, commercial or industrial production or process that might be undertaken at the ABC facility. Further, ABC agrees and acknowledges that wastewater discharge shall be governed by all applicable laws, rules, regulations and the Permit referred to in Section 2, above, as the same now exist or may be modified in the future.

8. **Notices.** All notices, requests, demands, and other communications (collectively, “Notices”) under this Agreement shall be in writing and delivered to the parties by (a) hand-delivery, (b) established express delivery service that maintains delivery records, (c) certified or registered U.S. mail, postage prepaid, return receipt requested, or (d) facsimile or other electronic means at the following addresses, or at such other address as the parties hereto may designate in writing.

   **If to Nampa:**
   City of Nampa  
   Public Works Director  
   411 Third Street South  
   Nampa, Idaho 83651  
   Telephone: (208) 468-5420  
   Facsimile: (208) 465-2261

   **If to Buyer:**
   Admiral Beverage Corporation  
   Edward E. Comstock, Plant Manager  
   8925 Birch Lane East  
   Nampa, Idaho 83687  
   Telephone: (208) 498-0991  
   Facsimile: (208) 466-9310
9. **Non-Assignment.** Neither this Agreement nor any part hereof, nor any rights, duties or obligations hereunder, shall in any way or in any manner be transferred, conveyed, assigned or delegated by either party without the prior written consent of the other which consent shall not be unreasonable withheld, conditioned or delayed.

10. **Venue.** This Agreement shall be deemed to be made under and shall be construed in accordance with and shall be governed by, the laws of the State of Idaho, and suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto may only be brought in the court with proper jurisdiction in Canyon County, Idaho and for this purpose each party hereby expressly and irrevocably consents to the jurisdiction of said court.

11. **Attorney Fees.** In the event suit or action arises out of this Agreement, the prevailing Party shall be awarded reasonable attorney's fees and costs from the other Party including those on an appeal if an appeal is taken.

12. **Authority.** Each Party represents and warrants to the other that it has all necessary authority to enter into and perform its obligations under this Agreement and this Agreement constitutes the legal, valid and binding obligation of each Party, enforceable in accordance with its terms.

13. **Severability.** If any term or provision of this Agreement or the application of it to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

14. **Waiver.** The failure of a Party hereto to insist upon strict performance of any of the terms set forth herein shall not be deemed a waiver of any rights or remedies that the Party may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms contained herein by the same or any other Party.

15. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior understandings, agreements, representations, and warranties, if any, with respect to such subject matter.

16. **Amendment.** This Agreement may only be amended and modified by a writing executed by Nampa and ABC.

17. **Headings.** The headings of the various paragraphs of this Agreement have been inserted only for convenience and shall not be deemed in any manner to modify or limit any of the provisions of this Agreement or be used in any manner in the interpretation of this Agreement.

18. **Time is of Essence.** Time is expressly made of the essence of all the provisions of this Agreement.
19. **Appurtenant Rights Run with the Industrial Wastewater Acceptance Permit.** The Leased Capacity is an appurtenance to the Permit holder, ABC, located at real property commonly known as 8925 Birch Lane East, Nampa, Idaho 83687. The rights and obligations of this Agreement shall inure to and bind the successors and assigns of the Parties and shall constitute a covenant running with the Permit.

IN WITNESS WHEREOF, we the undersigned set our hands as of the Effective Date set forth above.

ABC: Admiral Beverage Corporation

By: __________________________
    Ted Comstock
    Plant Manager

Nampa: City of Nampa

By: __________________________
    Mayor Debbie Kling

Attest:

______________________________
City Clerk (or Deputy)
**Exhibit A**

**Admiral Beverage Corporation – Existing Capacity**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Flow (gallons per day)</td>
<td>100,000</td>
</tr>
<tr>
<td>Biological Oxygen Demand (pounds per day)</td>
<td>1,500</td>
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<tr>
<td>Total Suspended Solids (pounds per day)</td>
<td>25</td>
</tr>
<tr>
<td>Total Kjeldahl Nitrogen (pounds per day)</td>
<td>10</td>
</tr>
<tr>
<td>Total Phosphorus (pounds per day)</td>
<td>6</td>
</tr>
</tbody>
</table>

**Admiral Beverage Corporation – Leased Capacity**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Flow (gallons per day)</td>
<td>50,000</td>
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<tr>
<td>Biological Oxygen Demand (pounds per day)</td>
<td>800</td>
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<tr>
<td>Total Suspended Solids (pounds per day)</td>
<td>125</td>
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<tr>
<td>Total Kjeldahl Nitrogen (pounds per day)</td>
<td>0</td>
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<tr>
<td>Total Phosphorus (pounds per day)</td>
<td>3.5</td>
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**Admiral Beverage Corporation – Total Capacity**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Flow (gallons per day)</td>
<td>150,000</td>
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<tr>
<td>Biological Oxygen Demand (pounds per day)</td>
<td>2,300</td>
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<tr>
<td>Total Suspended Solids (pounds per day)</td>
<td>150</td>
</tr>
<tr>
<td>Total Kjeldahl Nitrogen (pounds per day)</td>
<td>10</td>
</tr>
<tr>
<td>Total Phosphorus (pounds per day)</td>
<td>9.5</td>
</tr>
</tbody>
</table>
Approve Task Order Amendment for Nampa Wastewater Treatment Plant Phase II Upgrades
Project Group D - Primary Digester No. 5 and Related Facilities Design
(Approved in Fiscal Year 2019 Budget)

- The Nampa Wastewater Program is beginning procurement, design and construction activities for Phase II Upgrades at the Nampa Wastewater Treatment Plant (WWTP)

- On May 20, 2018, City Council approved the scope of work and task order with Stantec Consulting Services, Inc., (Stantec) to perform professional services for the Project Group D - Primary Digester No. 5 and Related Facilities Design

- Per the understanding and notes from the March 5, 2019, Primary Digester No. 5 (PD5) scoping meeting with City staff and City consultant, Brown and Caldwell, Stantec originally scoped and budgeted the PD5 design to be nearly identical to the Primary Digester No. 4 design. After the approval of the Stantec PD5 design contract, Brown and Caldwell incorporated the most recent site information and completed the Preliminary Engineering Report (PER) and forwarded to Stantec for review. The PER review identified numerous recommended changes and upgrades to the assumed PD5 design that Stantec had not anticipated in the previously approved contract. Stantec discussed these recommended changes with the City and Brown and Caldwell, provided low-cost alternatives where possible, and agreed to incorporate other changes that were needed but required additional design effort. A summary of the change items that varied from the initial contract assumptions is as follows:
  - Change from external to internal digested sludge withdrawal requiring a U-trap assembly
  - Change from external to internal overflow piping including a double U-trap assembly
  - Addition of sludge box vents for existing Primary Digesters No. 1, 2, 3 and 4
  - Addition of additional pressure relief to Primary Digesters No. 1, 2 and 3
  - New gas piping on the north side of the Boiler Building
  - Addition of site lighting
  - Addition of thickened blended sludge yard piping with related utility conflicts
  - Addition of digester overflow yard piping with related utility conflicts
  - Revision of the existing mixing pump sludge suction piping
  - Addition of sump pumps in the new waste gas flare
  - Additional review of PER and related change discussion

- These changes are further detailed in the Change Management Log which is attached in the Change Order No. 1 documents

- Outlined below is a summary of Project Group D - Primary Digester No. 5 and Related Facilities Time and Materials Not-To-Exceed (T&M NTE) task orders:
  - Original Task Order - Air Permit $ 33,200
  - Task Order Amendment – Design $549,500
  - Task Order Amendment – Additional Design $ 49,860
  - $632,560

- The current Phase II Upgrades budget includes $1,081,000 for the design of Project Group D
• City staff and Stantec have agreed upon a scope and fee in the amount of $49,860.00 T&M NTE (see Exhibit A)

REQUEST: Authorize Mayor and Public Works Director to sign amended task order for additional consultant services with Stantec for the Nampa Wastewater Treatment Plant Phase II Upgrades Project Group D - Primary Digester No. 5 and Related Facilities Design in the amount of $49,860 T&M NTE.
Change Order No. 1 to Task Order No. 4 ("Agreement") as dated May 20, 2019 between the City of Nampa ("CLIENT") and Stantec ("CONSULTANT"), modifies the Agreement as follows:

1. **Change in Design:**
   Stantec will provide additional and/or changed design services as requested by Client. The additional design services include the items noted in the attached Change Log Breakdown.

2. **Change in time of Performance** (attach schedule if appropriate):
   The design changes are anticipated to impact the schedule with an additional 3 weeks as the tasks will be performed in parallel.

3. **Change in CONSULTANT’s Compensation:**
   The not-to-exceed fee for Change Order 1 is $49,860.00. The total contract amount for Task Order No. 4 including this change order is $632,560. Hourly rates are unchanged.

4. **Change in Name:**
   There is no change in name for this Change Order No. 1.

   All other terms and conditions remain unchanged.

---

**CLIENT**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name (Printed or Typed)</th>
<th>Date</th>
</tr>
</thead>
</table>

**CONSULTANT**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name (Printed or Typed)</th>
<th>Date</th>
</tr>
</thead>
</table>

Nick Smith
August 26, 2019
<table>
<thead>
<tr>
<th>No.</th>
<th>Change Category</th>
<th>Change Description</th>
<th>Date Initiated</th>
<th>Initiated By</th>
<th>Resolution Notes</th>
<th>Notes</th>
<th>Discipline(s)</th>
<th>Engineering Cost</th>
<th>Schedule Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>No change</td>
<td>Digestor Direct Piping - Provide a bypass downstream of the RSL motor operated valve to allow feed sludge to go directly to the digester when mixing pump is down. Connection to existing digesters will feed through the digester flow control box. The connection at PDS will be hard piped. Typical for Digesters 1-5.</td>
<td>6/18/2019</td>
<td>Program</td>
<td>No change from initial scoping. per discussions in PER review; direct piping only for digesters 3, 4 and 5 at this time.</td>
<td>None</td>
<td>Process Mechanical Structural</td>
<td>$2,000</td>
<td>None</td>
</tr>
<tr>
<td>2</td>
<td>New, direction from City</td>
<td>Internal DSL Withdraw - Design an internal DSL withdrawal pipe for PDS with an external U-trap and associated utility water connections to fill the trap during normal operation.</td>
<td>6/18/2019</td>
<td>Program</td>
<td>Minor change</td>
<td>8</td>
<td>Process Mechanical Structural I&amp;C</td>
<td>$1,200</td>
<td>1 week</td>
</tr>
<tr>
<td>3</td>
<td>New, direction from City</td>
<td>Internal Overflow Double U-trap Assembly - Design an internal OF withdrawal pipe for PDS with an external double U-trap and associated utility water connections to fill the trap during normal operation.</td>
<td>6/18/2019</td>
<td>Program</td>
<td>Change from assumed scope of work</td>
<td>115</td>
<td>Process Mechanical Structural Electrical I&amp;C</td>
<td>$16,290</td>
<td>2 weeks</td>
</tr>
<tr>
<td>4</td>
<td>New, direction from City</td>
<td>PD1-4 Flow Control Box Vents - Provide a vent to the covered digester flow control box on PD1-PD4</td>
<td>6/18/2019</td>
<td>Program</td>
<td>Minor change</td>
<td>16</td>
<td>Process Mechanical Structural</td>
<td>$2,200</td>
<td>2 days</td>
</tr>
<tr>
<td>5</td>
<td>New, direction from City</td>
<td>Gas Warning Signs - Add a warning sign to each existing digester flow control box noting the presence of methane gas.</td>
<td>6/18/2019</td>
<td>Program</td>
<td>Minor change</td>
<td>1</td>
<td>Process Mechanical</td>
<td>Negligible</td>
<td>None</td>
</tr>
<tr>
<td>6</td>
<td>New, direction from City</td>
<td>PD1-3 Secondary Pressure Relief - Provide a secondary pressure relief system on Primary Digesters 1-3 to mitigate over pressurization of the tank and feed cover. Recommendation is to install Varec emergency pressure/vacuum relief hatch cover on existing access manway.</td>
<td>6/18/2019</td>
<td>Program</td>
<td>Minor change</td>
<td>10</td>
<td>Process Mechanical</td>
<td>$1,400</td>
<td>None</td>
</tr>
<tr>
<td>7</td>
<td>New, direction from City</td>
<td>N. Side Boiler Building Gas Piping - Instead of using existing piping, design the alignment of the gas collection piping from the W. side of the Boiler Bldg along the N. wall then through the Gas Compressor Building and then transition below grade and to the new WGF location. Pipe diameter assumed 14&quot;.</td>
<td>6/18/2019</td>
<td>Program</td>
<td>Change from assumed scope of work</td>
<td>37</td>
<td>Civil Mechanical Structural</td>
<td>$5,230</td>
<td>1 week</td>
</tr>
<tr>
<td>8</td>
<td>New, direction from City</td>
<td>Site Lighting - Design for new site lighting on the west side of PDS.</td>
<td>6/18/2019</td>
<td>Program</td>
<td>Change from assumed scope of work</td>
<td>26</td>
<td>Civil Electrical</td>
<td>$3,320</td>
<td>None</td>
</tr>
<tr>
<td>9</td>
<td>New, direction from City</td>
<td>Boiler Bldg. to DCB Ductbank - Design a new fiber ductbank from the Boiler Building to the DCB</td>
<td>6/18/2019</td>
<td>Program</td>
<td>Minor change</td>
<td>0</td>
<td>Electrical I&amp;C</td>
<td>Negligible</td>
<td>None</td>
</tr>
<tr>
<td>10</td>
<td>New, direction from City</td>
<td>Cover Indicator - Design for position indication on the PDS floating cover</td>
<td>6/18/2019</td>
<td>Program</td>
<td>Minor change</td>
<td>0</td>
<td>Process Mechanical Electrical I&amp;C</td>
<td>Minor Impact</td>
<td>None</td>
</tr>
<tr>
<td>11</td>
<td>New, direction from City</td>
<td>Thickened Blended Sludge Yard Piping - Design a new 8&quot; mixed sludge (MS) pipe from the Sludge Handling Building (SHB) across the site to the existing Digester Control Building (DCB).</td>
<td>6/18/2019</td>
<td>Program</td>
<td>Change from assumed scope of work</td>
<td>40</td>
<td>Civil Mechanical</td>
<td>$5,210</td>
<td>1 week</td>
</tr>
<tr>
<td>12</td>
<td>Change from initial assumptions/scope</td>
<td>DOF Yard Piping - Design a revised and extended 10&quot; DOF pipe from the southeast side of the new PDS tank across the site to a new MH into the existing 24&quot; SS near the fence along the southern property line.</td>
<td>6/18/2019</td>
<td>Program</td>
<td>Change from assumed scope of work</td>
<td>37</td>
<td>Civil</td>
<td>$4,860</td>
<td>1 week</td>
</tr>
<tr>
<td>13</td>
<td>Change from initial assumptions/scope</td>
<td>RSL Flushing Connections - Provide drain/flushing connections on the RSL feed header in the DCB to allow for drainage and flushing of individual digester feed lines. Typical for Digesters 1-5.</td>
<td>6/18/2019</td>
<td>Program</td>
<td>Minor additional design effort</td>
<td>0</td>
<td>Process Mechanical</td>
<td>Negligible</td>
<td>None</td>
</tr>
<tr>
<td>No.</td>
<td>Change Category</td>
<td>Change Description</td>
<td>Date Initiated</td>
<td>Initiated By</td>
<td>Resolution Notes</td>
<td>Hours</td>
<td>Status</td>
<td>Potentially Impacted Disciplines</td>
<td>Engineering Cost</td>
</tr>
<tr>
<td>-----</td>
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</tr>
<tr>
<td>14</td>
<td>Change from initial assumptions/scope</td>
<td>PDS 3rd Access Hatch - Design for a third access hatch on PDS as an secondary relief with a Varec emergency pressure/vacuum relief hatch.</td>
<td>6/18/2019</td>
<td>Program</td>
<td>Minor change</td>
<td></td>
<td>Pending</td>
<td>Process Mechanical</td>
<td>$2,090</td>
</tr>
<tr>
<td>15</td>
<td>Change from initial assumptions/scope</td>
<td>Suction Pipe Revision - Design the mixing system suction piping inside the PDS tank with multiple flanged spool pieces to operational flexibility on the elevation of pulling sludge through the mix pump.</td>
<td>6/18/2019</td>
<td>Program</td>
<td>Minor change</td>
<td>14</td>
<td>Pending</td>
<td>Process Mechanical Structural</td>
<td>$2,090</td>
</tr>
<tr>
<td>16</td>
<td>Change from initial assumptions/scope</td>
<td>WGF Vault Condensate Trap - Design a condensate trap inside a vault co-located with the new WGF to passively drain condensation from the biogas.</td>
<td>6/18/2019</td>
<td>Program</td>
<td>Minor change</td>
<td>0</td>
<td>Pending</td>
<td>Process Mechanical I&amp;C</td>
<td>$3,380</td>
</tr>
<tr>
<td>17</td>
<td>Change from initial assumptions/scope</td>
<td>WGF Condensate Sump Pumps - Design for two explosion proof sump pumps in the condensate vault at the WGF site to discharge condensate into an existing SS manhole. Vault is to include a davit crane for pump removal.</td>
<td>6/18/2019</td>
<td>Program</td>
<td>Change from assumed scope of work</td>
<td>23</td>
<td>Pending</td>
<td>Process Mechanical Electrical I&amp;C</td>
<td>$3,380</td>
</tr>
<tr>
<td>18</td>
<td>Change from initial assumptions/scope</td>
<td>PER Review - Additional PER Review and Change Coordination Effort</td>
<td>6/19/2019</td>
<td>Stantec</td>
<td>Change from assumed scope of work</td>
<td>25</td>
<td>Pending</td>
<td>PMgmt, Process Mechanica</td>
<td>$4,480</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>350</td>
<td></td>
<td></td>
<td>$49,860</td>
</tr>
</tbody>
</table>

Client: City of Nampa, Idaho
Project: Primary Digester No. 5 - 181300972

Change Management Log (CO1)
ORDINANCE NO. __________

AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS 1104, 1210, 1306, AND 1308 LONE STAR ROAD, COMPRISING APPROXIMATELY 19.311 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 4 (SINGLE FAMILY RESIDENTIAL – WITH A "REQUIRED PROPERTY AREA" OF AT LEAST 4,000 SQUARE FEET) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND, DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215.

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

Section 1. That the Nampa City Council, upon recommendation of the Planning & Zoning Commission, and following the public notice and hearing procedures set forth in the Local Land Use Planning Act and Nampa City Code § 10-03-08 and Chapter 2, Title 10, approved Case No. ANN-126-19 (Lanco, Inc. Annexation) at a public hearing held on September 16, 2019.

Section 2. The following described property, commonly known as 1104, 1210, 1306, and 1308 Lone Star Road, comprising approximately 19.311 acres, more or less, is contiguous to the City of Nampa, Idaho, and the applicant has requested that said following described property should be annexed into the City of Nampa as RS 4 (Single Family Residential – With a "Required Property Area" of at Least 4,000 Square Feet):

See Exhibit “A,” attached hereto and made a part hereof by this reference.

Section 3. That the above-described property is hereby annexed into the corporate limits of the City of Nampa and zoned RS 4 (Single Family Residential – With a "Required Property Area" of at Least 4,000 Square Feet).
Section 4. That the City Engineer and the Planning & Zoning Director of the City of Nampa, Idaho, are hereby instructed to so designate the same above described property on the official zoning map and other area maps of the City of Nampa, Idaho as lying within the city limits and zoned RS 4 (Single Family Residential – With a "Required Property Area" of at Least 4,000 Square Feet).

Section 5. All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

Section 6. This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

Section 7. The Clerk of the City of Nampa, Idaho shall, within 10 days following the effective date of this ordinance, duly file a certified copy of this ordinance and a map prepared in a draftsman-like manner plainly and clearly designating the boundaries of the City of Nampa, including the land herein annexed, with the following officials of the County of Canyon, State of Idaho, to-wit: the Recorder, Auditor, Treasurer and Assessor and shall file simultaneously a certified copy of this ordinance with the State Tax Commission of the State of Idaho, all in compliance with Idaho Code § 63-215.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, this 16th day of September, 2019.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 16th day of September, 2019.

Attest:

Mayor Debbie Kling

City Clerk
ANNEXATION PARCEL

A parcel of land being a portion of the SE1/4 SE1/4 of Section 20, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County Idaho, more particularly described as follows:

Commencing at the southeast corner of the SE1/4 SE1/4;

Thence N 89° 36’ 52” W a distance of 332.72 feet along the south boundary of the SE1/4 SE1/4 to the POINT OF BEGINNING;

Thence continuing N 89° 36’ 52” W a distance of 998.25 feet along the south boundary of the SE1/4 SE1/4 to the southwest corner of the SE1/4 SE1/4;

Thence N 00° 03’ 04” E a distance of 1320.97 feet along the east boundary of Granite Basin Subdivision No. 1 extended and being the west boundary of the SE1/4 SE1/4 to the southwest corner of Warnock Blaser Subdivision and being the northwest corner of the SE1/4 SE1/4;

Thence S 89° 31’ 58” E a distance of 148.42 feet along the south boundary of Warnock Blaser Subdivision to a point on the approximate centerline of the Joseph Drain;

Thence along the approximate centerline of the Joseph Drain the following courses and distances;

Thence S 28° 06’ 18” E a distance of 56.67 feet;

Thence S 27° 20’ 55” E a distance of 76.32 feet;

Thence S 22° 21’ 19” E a distance of 118.33 feet;

Thence S 19° 30’ 51” E a distance of 230.17 feet to a point on the west boundary of Briarwood Subdivision;

Thence S 00° 01’ 44” W a distance of 217.50 feet along the west boundary of Briarwood Subdivision;

Thence S 89° 33’ 45” E a distance of 665.10 feet along the south boundary of Briarwood Subdivision;

Thence S 00° 00’ 03” E a distance of 659.74 feet along the west boundary of Briarwood Subdivision to the POINT OF BEGINNING.

This parcel contains 19.311 acres more or less.

Also, this parcel is subject to all easements and rights-of-way of record or implied.
Annexation and Zoning to RS4 for Mason and Associates representing Lanco, Inc

ANN-126-19, SPP-43-19 7/31/2019

Visit Planning & Zoning at cityofnampa.us for more info.
RESOLUTION NO. 45-2019

RESOLUTION OF THE CITY OF NAMPA, IDAHO, AN IDAHO MUNICIPAL CORPORATION, APPROVING AN INCREASE OF APPROXIMATELY 130% OVER THE CURRENT RATE FOR PROVISION OF CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL RATES AND AN INCREASE OF APPROXIMATELY 65% OVER THE CURRENT RATE FOR PROVISION OF CLEAN WOOD DISPOSAL RATES WITHIN THE CITY OF NAMPA, IDAHO.

WHEREAS, Republic Services of Idaho provides trash and recycling services within the City of Nampa, Idaho; and,

WHEREAS, the Canyon County Landfill has increased the weight-based disposal fee for Construction and Demolition Debris from $14.50 per ton to $34.00 per ton; and,

WHEREAS, the Canyon County Landfill has increased the weight-based disposal fee for Clean Wood from $14.50 per ton to $24.00 per ton; and,

WHEREAS, as of January 1, 2019, said fee increases have been passed on to Republic Services; and,

WHEREAS, Republic Services of Idaho wants to pass along the foregoing fee increases to their customers; and,

WHEREAS, although multiple landfill disposal rates have increased, Republic Services is requesting only that the City of Nampa pass along an increase in the Construction and Demolition Debris per ton fee and Clean Wood per ton fee; and,

WHEREAS, to accomplish the foregoing increase in the specific manner requested, it will be necessary for the City of Nampa’s public utility billing team to individually identify the following categories of disposal on utility bills: Construction and Demolition Debris, Clean Wood, Bio-Solids, and Concrete; and,

WHEREAS, the Construction and Demolition Debris, Bio-Solids, and Concrete disposal groups are all currently contained within the single “NFDC&D NF DISPOSAL C&D” billing category at $14.50 per ton; and

WHEREAS, the Clean Wood disposal is currently contained within the “NFDWOO NF Disposal Wood” billing category at $14.50 per ton; and,

WHEREAS, the actual disposal rate for Bio-Solids and Concrete will remain unchanged, but new billing categories will allow them to be separately identified as two separate disposal categories; and,
WHEREAS, all requirements for notice and hearing pursuant to Idaho Code § 63-1311A have been met, said hearing being held on September 16, 2019; and

WHEREAS, following said hearing, the City Council now wishes to formally approve and adopt the proposed increase of $19.50 per ton for Construction and Demolition Debris to the new rate of $34.00 per ton, and to formally approve and adopt the proposed increase of $9.50 per ton for Clean Wood to the new rate of $24.00 per ton.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and the Council of the City of Nampa, Idaho, do hereby find that the proposed increase of $19.50 per ton for Construction and Demolition Debris to the new rate of $34.00 per ton, and the proposed increase of $9.50 per ton for Clean Wood to the new rate of $24.00 per ton, represents a fee that is reasonably related to, but not in excess of, the actual cost of the trash and recycling services being provided, and do hereby approve of said increase and instruct the staff of the City of Nampa to cause utility bills to reflect the separate billing categories of Construction and Demolition Debris, Clean Wood, Bio-Solids, and Concrete and the rates associated with them.


______________________________
DEBBIE KLING, Mayor

ATTEST:

____________________________________
DEBORAH ROSIN, City Clerk (or Deputy)
Dear Mayor Kling and Nampa City Council,

The Canyon County Commission voted to increase several disposal rates at the Canyon County Landfill, effective January 1, 2019. Prior to January 1, 2019, all disposal at the landfill was $14.50 per ton. After January 1, 2019, the Landfill moved to weight-based disposal fees based on the type of material in the container. The type of material is identified by Canyon County Landfill Staff at the scale house.

Although multiple disposal rates increased, Republic Services respectfully request the following disposal rates to be independently identified by the City of Nampa for utility billing purposes:

1. Construction and Demolition Debris: $34.00/ton (up from $14.50/ton)
2. Clean Wood: $24.00/ton (up from $14.50/ton)

As of January 1, 2019, these new disposal rates have been passed-through to Republic Services. However, Republic Services currently only has reimbursed capabilities with Nampa Utility Billing for $14.50/ton until the new material types and corresponding disposal prices per ton are added to Nampa Utility Billing’s list of disposal codes.

Republic Services respectfully requests that the City of Nampa add the newly identified disposal material types and corresponding disposal fees to the City’s list of disposal options. Adding rates for Construction and Demolition Debris, Clean Wood, and Bio-Solids will allow Republic Services to accurately pass the disposal charges through to customers and recover disposal charges.

Thank you for your consideration and we are available to answer any questions.

Respectfully,

Rachele Klein, Business Development Manager
rklein@republicservices.com
208-283-0624
Canyon County Solid Waste Fee Schedule

Effective January 1, 2019

Can
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Cou
nty
Wa
ste
Fees

Minimum Fee (600 lbs. or less)
$5.00 Municipal Solid Waste
$14.50

Construction/Demolition Waste
$34.00

Tires (per tire)
$2.00

Refrigeration Units (per unit) $15.00

Asbestos
$50.00

Owyhee County Waste Fees

Minimum Fee (600 lbs. or less)
$5.00 Municipal Solid Waste
$16.00

Construction/Demolition Waste
$34.00

Tires (per tire)
$2.25

Refrigeration Units (per unit) $15.00

Asbestos

$57.50
Owyhee County Resident Overage $16.00
(First 500 lbs. free per month)

Out of County Waste Fees

Municipal Solid Waste
$29.00

Construction/Demolition Waste
$34.00

Tires (per tire)
$4.00

Refrigeration Units (per unit) $30.00

Clean Wood
$24.00

Hard to Handle Waste

Large Stumps $21.75
Bio Solids $21.75
Concrete $21.75
Mobile Homes $21.75
Dead Animals (plus burial fee) $21.75

Canyon County Solid Waste Fee Schedule

Hours of Operation

Monday – Saturday.................8:00am to 5:30pm
(Gates close at 5:30)

Closed Sundays and some Holidays

ALL FEES ARE BASED PER TON UNLESS OTHERWISE SPECIFIED
Mattresses $21.75
Drip Line $21.75

**Special Handling Fees**

Uncovered/Unsecured Loads $50.00
Digging Out Boxes (per box) $25.00
Anchoring (per anchor) $15.00
Vehicle/trailer battery jumping $10.00
Gate Closure late fee $20.00
Clean Wood Penalty $15.00
(Disposing of trash in clean wood pile)

**Administrative Charges (per hour)** $25.00
(Extra tickets/reports, research)

**Miscellaneous Fees**

Agriculture Waste $14.50
Contaminated Dirt $14.50
Credit Card Convenience Fee $0.50
Clean Wood $12.00
Fuel (gallon) $5.00
Burial Fee $10.00
NSF Bank Fees (per check) $30.00
Late charge 1.50%
(On Charge Accounts past 30+ days)

**We accept the following per load:**

- Tires (Passenger) 10
- Paint 5 gallons
- Oil/Gas 3 gallons

**For more information visit us at:** www.canyonco.org
STAFF REPORT – PUBLIC HEARING

Annexation and Zoning to IL (Light Industrial) zoning district for manufacturing facilities at 39 N. Picard Lane.

Applicant & Owner(s): Tom Hines

File No: ANN 127-19

Prepared by: Rodney Ashby

Date: September 9, 2019

Requested Actions: Annexation & Zoning to IL (Light Industrial)

Applicant's Stated Purpose: “To build manufacturing facilities”

GENERAL INFORMATION

Planning and Zoning History: The property is a part of a 12 (twelve) property enclaved 129.44 acre area. The Nampa Planning & Zoning Commission, during their regularly scheduled public hearing of 8/13/2019, voted to recommend approval of the proposed annexation and zoning with conditions identified in this report.

Annexation Location: 39 N. Picard Lane (a portion of SE ¼ of Section 24, T3N, R2W, BM – Tax 19044 in the S ½)

Total Size: 7.83 acres or 341,075 sq. ft.

Existing Zoning: County M1 (Light Industrial)

Comprehensive Plan Designation: Employment Center

Surrounding Land Use and Zoning:
North- Nampa Airport Runway, IL Zoning
South- Enclaved industrial use & Vacant Land
East- Vacant land (farmland), City- RD
West- Vacant land (enclaved), auto auction (IL zone), and rural home (enclaved)

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 enclaved area connects with the city limits on its north and west sides.

Existing Uses: The applicant confirmed that it has been used for large scale agricultural processing/storing purposes.

SPECIAL INFORMATION

Public Utilities:
8" and 21" sewer main in N Cajun Lane and along the south side of Mason Creek
12" water main on the south side of E Victory Road
6" pressure irrigation main near the intersection of E Victory Rd and S Grays Lane

Public Services: Police and fire already service city incorporated areas near the location.

Transportation: Access to the parcel is from a private common driveway to the south of the property and accessing E. Victory Rd just north of the intersection at S Grays Lane.

Correspondence: No correspondence has been received from any area property owners or residents either opposing or supporting the request for annexation and zoning to IL.

The Nampa Highway District #1 had no comment.

The Idaho Transportation Department note that the project does not abut a State Highway system, then notes that future development of the parcel should submit trip generations to ITD, and ITD may require a traffic impact study. They continue by highlighting what is allowed along and in the State Highway system right-of-way.

The Nampa Engineering Division noted that water sewer, and irrigation systems have capacity to serve the property and supported the application with the conditions listed under the “Recommended Conditions of Approval” section of this report and as outlined in the attached memo from the Engineering Division authored by Caleb LaClair.

STAFF FINDINGS AND DISCUSSION

The location is shown on the comprehensive plan “future land use map” as being an Employment Center. Employment Centers are described in the Comprehensive Plan as mixed-use areas. The plan further states, “employment areas (as distinct from the Commercial areas) are recommended as predominantly office, research and specialized employment areas. Limited retail and service establishments primarily serving employees and users of the district are encouraged.” It would appear that a light industrial use with some mixing of office and residential is not the intended type of development described in the Comprehensive Plan.
However, the Comprehensive Plan land use boundaries are not intended to be used as definitive boundaries, but rather, can be stretched to nearby properties. As such, the proposed zoning is compatible with the Comprehensive Plan for this area due to the Light Industrial designation to the project's northern boundary. As such, it is also compatible with the zoning that has been requested.

The Comprehensive Plan strongly encourages “in-fill development” for the many benefits that are outlined in the plan. Though this may not feel like a typical in-fill development because of the lack of the area being fully developed out, it is an enclaved area where utilities and other city services are already being provided in the area. If the City Council votes to approve the requested annexation and zoning the following findings are suggested:

1) The requested annexation property is part of an enclaved area and the property connects with the city limits along its north and west boundaries.
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 light industrial land use and is reasonably compatible with existing and proposed land uses in the area.
4) The property owner requested annexation and zoning to IL (Light Industrial) for connection to city utility services.

RECOMMENDED CONDITIONS OF APPROVAL

If the City Council votes to approve the Annexation and Zoning, staff recommends the following conditions of approval:

1. Applicant/Owner shall document ingress/egress easement documentation at time of development.
2. N Cajun Lane should be improved for two-way traffic to support the intended use and provide better emergency vehicle access at the time of development.
3. The applicant/developer shall protect the irrigation/drainage ditch along the northerly and westerly property lines during development for storm water conveyance from the Airport to Mason Creek.
4. The owner will be required to construct utilities to and through the property at the time of development, though it may be possible to provide irrigation via a separate onsite private system in place of extending pressure irrigation main up the private road.
5. Any onsite wells or septic systems shall be abandoned and/or removed in accordance with Local and State regulations at the time property development/redisvelopment and prior to connection to City services.
6. Water rights shall be transferred to the City at the time of property development/redisvelopment, and prior to connection to City services.
7. Applicant shall comply with all City Codes, Policies, and Standards in place at the time of property development/redisvelopment.
8. Development/Redevelopment of the property shall comply with conditions and requirements defined in the existing Aviation Easement established in 1975 and as Instrument No. 755201 in the records of Canyon County, Idaho.

9. The Applicant shall file FAA Form 7460 prior to commencing the building of any structure(s) on the property.

ATTACHMENTS

1) Planning & Zoning Commission Action Letter (Page 5)
2) Application (page 7)
3) Zoning map (page 8)
4) Comprehensive Plan Future Land Use Map (page 9)
5) Vicinity Map - Aerial (page 10)
6) Agency and other correspondence (pages 11+)
August 14, 2019

Tom Hines
4660 Saddle Ridge Dr
Nampa, ID 83687

Re: Annexation and Zoning to IL (Light Industrial) zoning district for manufacturing facilities at 39 N. Picard Lane. (ANN-127-19)

Dear Mr. Hines:

The Nampa Planning & Zoning Commission, during their regularly scheduled public hearing of 8/13/2019, voted to recommend approval of the above referenced request.

The Planning & Zoning Commission made their decision contingent upon Applicant/Development compliance with the following condition(s):

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

Specifically:
1. Applicant/Owner shall document ingress/egress easement documentation at time of development.
2. N Cajun Lane should be improved for two-way traffic to support the intended use and provide better emergency vehicle access at the time of development.
3. The applicant/developer shall protect the irrigation/drainage ditch along the northerly and westerly property lines during development for storm water conveyance from the Airport to Mason Creek.
4. The owner will be required to construct utilities to and through the property at the time of development, though it may be possible to provide irrigation via a separate onsite private system in place of extending pressure irrigation main up the private road.
5. Any onsite wells or septic systems shall be abandoned and/or removed in accordance with Local and State regulations at the time property development/redevelopment and prior to connection to City services.

6. Water rights shall be transferred to the City at the time of property development/redevelopment, and prior to connection to City services.

7. Applicant shall comply with all City Codes, Policies, and Standards in place at the time of property development/redevelopment.

8. Development/Redevelopment of the property shall comply with conditions and requirements defined in the existing Aviation Easement established in 1975 and as Instrument No. 755201 in the records of Canyon County, Idaho.

9. The Applicant shall file FAA Form 7460 prior to commencing the building of any structure(s) on the property.

Please come prepared to present the project to the Nampa City Council for their consideration of approval on 9/16/2019. 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
ashbyr@cityofnampa.us
NAMPA
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: Tom Hines
Street Address: 4660 Saddle Ridge Dr
City: Nampa
State: ID
Zip code: 83687
Home Number: Mobile Number: 208-891-3942
Email: tom@ojinwors.com

Property Owner Name: Same
Street Address: Same
City: Same
State: Same
Zip Code: Same
Home Number: Mobile Number: Email:

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

ADDRESS OF SUBJECT PROPERTY: 39 N Piccard Lane Nampa ID

Please provide the following required documentation

☐ Completed Application
☐ A copy of one of the following: ☐ Warranty Deed ☐ Proof Of Option ☐ Earnest Money Agreement
☐ Signed & Notarized Affidavit of Legal Interest (attached). Form must be completed by the legal owner
(If owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to show that
the person signing is an authorized agent)
☐ Original Legal description of property AND a legible WORD formatted document with Closure Calcs (Must
have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

Project Description
➢ State the zoning desired for the subject property: Light Industrial
➢ State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for
the use of the subject property: To build Manufacturing facilities

Dated this 8 day of July, 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 - 157 - 2019 PROJECT NAME: Annex + Zoning to IL
Annexation and Zoning to IL-Light Industrial for manufacturing facilities for Tom Hines

Visit Planning & Zoning at cityofnampa.us for more info.
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 Morning Everyone! 😊

**Re: Annexation at 39 No. Picard Lane (ANN-00127-2019)**

Tom Hines has requested Annexation and Zoning to IL (Light Industrial) zoning district for manufacturing facilities at 39 N. Picard Lane (A 7.83 acre or 341,054 sq. ft. portion of SE ¼ of Section 24, T3N, R2W, BM - Tax 19044 in the S ½).

The Annexation application will go before the Planning & Zoning Commission as a public hearing item on the August 13, 2019 agenda.

Please find attached the ANN-00127-2019 file for your review and send all comments prior to July 26, 2019.

**Thank you & Have a great day!**
If you have any questions, you may contact Ken Couch at (208) 332-7190 or me at (208) 334-8338.

Sincerely,

Sarah Arjona
Development Services Coordinator
Sarah.Arjona@itd.idaho.gov
DATE: July 26, 2019
TO: Planning and Zoning Department
FROM: Caleb LaClair, P.E., Nampa Assistant City Engineer
CC: Daniel Badger, P.E., Nampa City Engineer
CC: Tom Points, P.E., Nampa City Public Works Director
APPLICANT: Tom Hines
OWNER: Tom Hines
ADDRESS: 39 N Picard Lane
RE: ANN-00127-2019 – Annexation and Zoning to IL

The Engineering Division does not oppose this application with the following comments and conditions.

General Comments:

1. The property is located at 39 N Picard Lane. Site access is taken from N Cajun Lane, which is a gravel private road approximately 16' wide. N Picard Lane, while reflected as a private road in City GIS data, is currently unimproved. The property is landlocked with it's only access to public right-of-way via the private road. Documentation of ingress/egress easements should be provided at time of development. N Cajun Lane should be improved for two-way traffic to support the intended use and provide better emergency vehicle access at the time of development.

2. The property is located directly south of the Nampa Municipal Airport and is located within the Airport Overlay District. The property is subject to an existing Aviation Easement established in 1975 and as Instrument No. 755201 in the records of Canyon County, Idaho.

3. The site appears to have been historically used for agricultural purposes and contains several existing structures. There is an irrigation/drainage ditch along the northerly and westerly property lines that should be protected during development. The ditch conveys storm water runoff from the Nampa Municipal Airport to Mason Creek to the south. The property is not encumbered by a floodplain.
4. The City's water, sewer, and pressure irrigation systems have adequate capacity to serve this property. The City maintains the following utilities in the vicinity of the project:
   - 8" and 21" sewer main in N Cajun Lane and along the south side of Mason Creek. The 8" sewer is stubbed approximately 430' south of the property on the north side of Mason Creek.
   - 12" water main on the south side of E Victory Road, approximately 850' south of the property;
   - 6" pressure irrigation main near the intersection of E Victory Road and S Grays Lane, approximately 880' south of the property.

5. The Owner will be required to construct utilities to and through the property at the time of development. It may be possible to provide irrigation via a separate onsite private system in place of extending pressure irrigation main up the private road.

Conditions:

1. Applicant/Owner shall provide documentation of existing ingress/egress easements to the property at the time of development. In the absence of said easements, the Owner shall establish easements to secure access to the property.

2. N Cajun Lane shall be improved at the time of development to widen the road to support two-way traffic for the intended use and improved emergency vehicle access in accordance with City standards and policies.

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

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

5. Utilities shall be constructed to and through the site at the time of property development/redevelopment, and at the sole expense of the Developer. Public Utility Easements shall be established in accordance with City standards and policies where utilities are located outside of public right-of-way.

6. Applicant/Owner shall comply with all City Codes, Policies, and Standards in place at the time of property development/redevelopment.

7. Development/Redevelopment of the property shall comply with conditions and requirements defined in the existing Aviation Easement established in 1975 and as Instrument No. 755201 in the records of Canyon County, Idaho.

8. The Applicant shall file FAA Form 7460 prior to commencing the building of any structure(s) on the property.
PLANNING & ZONING DEPARTMENT

Before the Mayor & City Council
Meeting of 16 SEPTEMBER 2019

PUBLIC HEARING
STAFF REPORT

Applicant(s)/Engineer(s): City of Nampa

File(s): DAMO-032-2019

Analyst: Rodney Ashby, Principal Planner

Date: August 6, 2019

Requested Action Approval(s) and Location(s):

Rescission of Annexation and Zoning Development Agreement between Trust 1 LLC and the City of Nampa recorded 9/12/2006 as Inst. No. 200674066 repealing the Development Agreement applicable to the property at 17155 and 17175 Star Road (On the west side of Star Road north of Cherry Lane being a 20.12 acre portion of the N ½ of the SE ¼ of Section 6, T3N, R1W, BM).

(Decision Required: Decision)

Status of Applicant: City of Nampa

Existing Zoning: RA (Suburban Residential)

Location: 5025, 5020, 5120, & 5125 Feather Creek Lane

Existing Land Use: Large Lot Residential
General Information

Planning & Zoning History:
2006- Annexation and zoning to RS8.5 zoning and Development Agreement for Sonoma single-family homes approved
2007- Final plat for the Sonoma Creek single-family subdivision approved
2008- No building permits requested and final plat expired, but Development Agreement stayed with the two original properties
2015- An administrative lot split and lot line adjustment divided the properties into four roughly five-acre parcels.
2016- Rezone to RA; no Development Agreement Modification was requested; Low Angle Subdivision Short-plat was approved to the immediate west of the subject parcels. Since Low Angle Subdivision was land locked, a private roadway was constructed, an easement secured, and a joint maintenance agreement created, for Feather Creek Lane which provided access to Low Angle Subdivision and to the four newly created parcels which retain the development agreement.
May 22nd, 2019- Application for Short Plat Subdivision for Atkinson Acres Subdivision
August 2019- Planning & Zoning Commission recommended approval of the rescission of the development agreement

Surrounding Land Use and Zoning:
North- Vacant Farmland on an RA (suburban residential) lot
South- Single Family Homes on roughly 2.5 acre lots (County parcel)
East- Single Family Home and vacant farmland (County parcel)
West- Single Family Homes on 1 & 2 acre lots (RA zoning)

Comprehensive Plan Designation: Community Mixed Use, abutting a Medium Density Residential designation

Transportation:
Access to the properties is from Feather Creek Lane, an existing private street.

Correspondence:
- No Correspondence was received

STAFF FINDINGS & DISCUSSION

Subdivision Short Plat
During the review of a requested short-plat project on one of the four subject properties, staff discovered a Development Agreement in our records for a previously expired Sonoma Creek Subdivision final plat. Though the final plat expired, the Development Agreement remained with the properties. Since the expiration of the final plat, the City of Nampa approved a rezone from the RS8.5 district to RA (Suburban Residential), essentially eliminating any possibility of compliance with the underlying development agreement. Though the agreement should have been rescinded, or modified at the time, no mention of the agreement was found in the staff report at that time. Because the four properties have now been sold to four different property owners, Planning feels (and Legal Counsel concurred) it is necessary that the City pursue the rescinding of the Development Agreement.
SUGGESTED CONDITIONS OF APPROVAL

No conditions

ATTACHMENTS

- Application
- Zoning Map
- Comprehensive Plan FLU Map
- Vicinity Map/Aerial
- Ord. 3613 - 2006 Development Agreement for Sonoma Creek Subdivision
- Ord. 4287 - 2016 Rezone from RS8.5 to RA (Suburban Residential)
Recession of Annexation and Zoning Development Agreement between Trust 1 LLC & City of Nampa

DAMO-00032-2019 8/6/2019

Visit Planning & Zoning at cityofnampa.gov for more info.
DAMO-032-2109

Vicinity Map/Aerial
ORDINANCE NO. 3613

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING APPROXIMATELY 20.12 ACRES OF REAL PROPERTY LOCATED ON THE WEST SIDE OF STAR ROAD NORTH OF CHERRY LANE AT 17155 AND 17175 STAR ROAD IN THE PURDAM DRAINAGE AREA INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ZONING THE SAME RS-8.5 SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE APPLICANT AND THE CITY OF NAMPA, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

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

Section 1: That the following described real property consisting of approximately 20.12 acres located on the west side of Star Road north of Cherry Lane at 17155 and 17175 Star Road in the Purdam Drainage Area, and all thereof, be, and the same is hereby, annexed and made a part of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to-wit:

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

Section 2: That the real property so annexed, as described in Exhibit A above, shall be zoned RS-8.5.

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

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


APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 5th DAY OF September, 2006.

Approved:

[Signature]
Mayor
EXHIBIT "A"

Legal Description
Cleaver Property – Annexation Description

A parcel located in the N ½ of the SE ¼ of the SE ¼ of Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the northeast corner of said N ½ of the SE ¼ of the SE ¼, from which a brass cap monument marking the southeast corner of the SE ¼ of the SE ¼ of said Section 6 (Section Corner) bears S 0°16'09" W a distance of 1326.70 feet;

Thence N 89°55'35" W along the northerly boundary of said N ½ of the SE ¼ of the SE ¼ a distance of 25.00 feet to the POINT OF BEGINNING;

Thence S 0°16'09" W along a line 25.00 feet west of and parallel to the easterly boundary of said N ½ of the SE ¼ of the SE ¼ a distance of 336.43 feet to a ½ inch diameter iron pin;

Thence N 89°43'51" W a distance of 120.93 feet to a 5/8 inch diameter iron pin;

Thence S 0°16'09" W a distance of 112.79 feet to a 5/8 inch diameter iron pin;

Thence S 89°43'51" E a distance of 120.93 feet to a ½ inch diameter iron pin;

Thence S 0°16'09" W along a line 25.00 feet west of and parallel to the easterly boundary of said N ½ of the SE ¼ of the SE ¼ a distance of 214.12 feet to a 5/8 inch diameter iron pin on the southerly boundary of said N ½ of the SE ¼ of the SE ¼;

Thence N 89°53'59" W along said southerly boundary a distance of 1297.28 feet to a point marking the southwest corner of said parcel;

Thence N 0°19'43" E along the westerly boundary of said N ½ of the SE ¼ of the SE ¼ a distance of 662.74 feet to a 5/8 inch diameter iron pin marking the northwest corner of said parcel;

Thence S 89°55'35" E along the northerly boundary of said N ½ of the SE ¼ of the SE ¼ a distance of 1296.60 feet to the POINT OF BEGINNING.

SAID PARCEL: Containing 19.43 acres, more or less

SUBJECT TO: Any easements, rights, rights-of-way or any encumbrances

Clinton W. Hansen, PLS
Land Solutions, PC
Revised: August 8, 2006

LandSolutions
Land Surveying and Consulting

Cleaver-Star Rd Property
Job No. 05-16

Page 8
EXHIBIT "A-1"

Legal Description

Dyas Property - Annexation Description

A parcel located in the N ½ of the SE ¼ of the SE ¼ of Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the northeast corner of said N ½ of the SE ¼ of the SE ¼, from which a brass cap monument marking the southeast corner of the SE ¼ of the SE ¼ of said Section 6 (Section Corner) bears S 0°16'09" W a distance of 1326.70 feet;

Thence N 89°55'35" W along the northerly boundary of said N ½ of the SE ¼ of the SE ¼ a distance of 25.00 feet to a point;

Thence S 0°16'09" W along a line 25.00 feet west of and parallel to the easterly boundary of said N ½ of the SE ¼ of the SE ¼ a distance of 336.43 feet to a ½ inch diameter iron pin and the POINT OF BEGINNING;

Thence continuing along said line S 0°16'09" W a distance of 112.79 feet to a ½ inch diameter iron pin;

Thence N 89°43'51" W a distance of 120.93 feet to a 5/8 inch diameter iron pin;

Thence N 0°16'09" E a distance of 112.79 feet to a 5/8 inch diameter iron pin;

Thence S 89°43'51" E a distance of 120.93 feet to the POINT OF BEGINNING.

SAID PARCEL: Containing 0.31 acres, more or less

SUBJECT TO: Any easements, rights, rights-of-way or any encumbrances

Clinton W. Hansen, PLS
Land Solutions, PC
August 8, 2006
DEVELOPMENT AGREEMENT ANNEXATION AND ZONING TO RS 8.5 (SINGLE FAMILY RESIDENTIAL - 6,500 SQ. FT.) FOR APPROX. 20.12 ACRES AT 17155 AND 17175 STAR RD. (ON THE WEST SIDE OF STAR RD. NORTH OF CHERRY LANE BEING A PORTION OF THE N ¼ OF THE SE ¼ OF THE SE ¼ OF SECTION 6, T3N, R1W, BM) FOR QUALIFICATION AND PARTICIPATION IN THE PROPOSED LID TO EXTEND SEWER SERVICES TO THE PURDAM DRAINAGE AREA FOR LANDMARK ENGINEERING AND TRUST 1 LLC. PROJECT: 13-0692
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this 26th day of June, 2006 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and Trust 1 LLC, hereinafter referred to as "Owner/Developer."

RECITALS

A. Owner/Developer is the owner of approximately 20.12 acres of real property legally described in Exhibit "A" attached hereto and made a part hereof (the "Property").

B. Owner/Developer applied to City on January 30, 2006 (the "date of application") for annexation of the Property into City and for rezoning of the Property to RS 8.5 (Single Family Residential 8,500 sq. ft.) in anticipation of the development and construction of a residential subdivision (the "Project").

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

D. City’s Planning and Zoning Commission and City’s City Council have held public hearings as prescribed by law with respect to the annexation, rezoning and development of the Property and this Agreement. City has approved the annexation and requested rezoning of the Property to RS 8.5 (Single Family Residential 8,500 sq. ft.) subject to the terms and commitments contained in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated below, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the parties’ commitments applicable to the Property as set forth herein, or the zoning designation approved hereby as the Property has been deemed suitable for the uses allowed within said zoning designation.

2. The Project shall be developed in general conformance with the conceptual plan attached hereto as Exhibit "B" and made a part hereof (the "Conceptual Plan"); provided, however, that Owner/Developer shall have limited flexibility to develop the Property to meet market conditions, and the only specific commitments concerning development of the Project which Owner/Developer is making are set forth herein. Upon recordation of this Agreement, Owner/Developer shall have all approvals required from City for development of the Project in...
general conformance with the conceptual plan. The Owner/Developer further agrees that acceptance of the conceptual plan attached hereto as Exhibit "B" shall not be construed as City endorsement of said plan as the final design of the preliminary and/or final plat to be subsequently submitted, and that acceptance of the conceptual plan shall not preclude the City from requiring revision of the concept at the time of platting to address other planning issues and concerns, including but not limited to, the interconnectivity of streets between adjoining subdivision areas and undeveloped property, and the location of open space or parks.

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

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

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

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

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

8. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete
application for a building permit is file. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this agreement or the annexation pursuant thereto.

9. It is intended by the parties that this Agreement shall be recorded on the Effective Date or as soon as practicable thereafter. The parties further intend that the provisions of this Agreement shall run with the Property and shall be binding upon City, Owner/Developer, each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

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

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

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

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

14. In the event Owner/Developer, its successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, or in the event City, fail to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by either City or Owner/Developer or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.
   a. A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of City or apply to any subsequent breach of any such or other covenants and conditions. A waiver by Owner/Developer of any default by City of any one or more of the covenants and conditions hereof shall apply solely to the breach waived and shall not bar any other rights of remedies of Owner/Developer or apply to any subsequent breach of any such or other covenants and conditions.
   b. Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the parties agree that City and Owner/Developer shall have thirty (30) days after delivery of notice of such default to correct the same prior to the non-defaulting
party's seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity, but in any event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by Owner/Developer for the portion of the Property still owned by Owner/Developer.

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

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

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

CITY OF NAMPA

[Signature]
Tom Dale, Mayor

Attest: Diana Lambing, City Clerk

OWNER/DEVELOPER

[Signature]
Oliver Cleaver, Managing Member
Trust I LLC
On this 5th day of September, in the year of 2006, before me, Deborah L. Bishop, personally appeared Tom Dale, known or identified to me, to be the Mayor of the City of Nampa, whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same, and was so authorized to do so for and on behalf of said City of Nampa.

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

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

On this 8th day of August, in the year of 2006 before me, Magdalen A. Deloton, personally appeared Oliver Cleaver, known or identified to me, to be a Managing Member of Trust 1, LLC, the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same for and on behalf of Trust 1, LLC.

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

Magdalen A. Deloton
Notary Public for State of Idaho
Residing at Nampa, Canyon County, Idaho
Commission Expires: Jan 14, 2007
EXHIBIT “A”

LEGAL DESCRIPTION OF THE PROPERTY

A parcel being the N ¼ of the SE ¼ of the SE ¼ of Section 6, Township 3 North, Range 1 West, Boise, Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at a 5/8 inch diameter iron pin marking the northeast corner of said N ¼ of the SE ¼ of the SE ¼, from which a brass cap monument marking the southeast corner of the SE ¼ of the SE ¼ of said Section 6 (Section Corner) bears S 0°16’09” W a distance of 1326.70 feet;

Thence S 0°16’09” W along the easterly boundary of said N ¼ of the SE ¼ of the SE ¼ a distance of 663.35 feet to a 5/8 inch diameter iron pin marking the southeast corner of said parcel;

Thence N 89°53’59” W along the easterly boundary of said N ¼ of the SE ¼ of the SE ¼ a distance of 1322.28 feet to a point marking the southwest corner of said parcel;

Thence N 0°19’43” E along the westerly boundary of said N ¼ of the SE ¼ of the SE ¼ a distance of 662.74 feet to a 5/8 inch diameter iron pin marking the northwest corner of said parcel;

Thence S 89°55’35” E along the northerly boundary of said N ¼ of the SE ¼ of the SE ¼ a distance of 1321.60 feet to the POINT OF BEGINNING.

Said parcel containing 20.12 acres, more or less.
EXHIBIT “C”

CONDITIONS OF APPROVAL

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

2. The Owner/Developer agree that sewer service from the City is contingent upon successful implementation of a local improvement district to finance construction of sewer infrastructure.

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

4. Residential subdivision developments proposed by Owner/Developer on the Property shall conform to the following minimum design standards:
   a. The average residential density for any subdivision development on the Property shall not exceed 3.15 dwelling units per acre (Calculated according to the gross acreage of the development.)
   b. The minimum allowable residential buildable lot size within any development shall be eight thousand five hundred (8,500) square feet as allowed by the RS 8.5 zone classification.
   c. The minimum allowable residential buildable lot size of proposed lots situated along a subdivision boundary adjoining any rural residential lots or parcels shall be twelve thousand (12,000) square feet.

5. The Owner/Developer shall establish and enforce Covenants, Conditions, and Restrictions to be recorded against the Property proposed for residential subdivision development which contain the following minimum design standards for single family dwellings:
   a. The minimum floor area or minimum dwelling size shall be one thousand six hundred (1,600) square feet, exclusive of the garage area.
   b. All dwellings shall be provided with eaves which project not less than twelve (12) inches beyond the side of the exterior wall.
   c. At least seventy-five (75) percent of the second story of two-story dwellings shall be set back a minimum of three (3) feet (from the wall plane) or set forward a minimum of two (2) feet (from the wall plane) when positioned over the garage; or two-story dwellings shall include architectural features such as but not limited to roof lines, belly bands, pop-outs, cantilevers, material variations, color variations, etc., and eave “eyebrows” constructed with a minimum overhang of thirty six (36) inches across the full width of the garage to break the plane of the lower and upper levels.
   d. The roof pitches for dwellings shall be a minimum of 5/12 pitch.
   e. Roof coverings for dwellings shall be of materials generally accepted as the industry standard. If the roof covering is asphalt shingles, shingles shall be “architectural” in style with a minimum warranty of twenty-five (25) years.
f. Elevations of dwellings shall incorporate varied wall planes or roof forms, and main entries shall be defined by incorporating architectural elements such as roof gables, dormers, stairways, vestibules, wainscoting, lighting, etc.
g. Elevations of dwellings, including the garage, shall include stucco, stone, brick, or similar material, covering at least twenty (20) percent of each façade oriented to a street.
h. Dwellings shall be encouraged which feature a side entry garage.
i. Dwellings shall include design features such as recessed windows and entrance doors, pop-outs, or other architectural details around windows, entrance doors, sliding glass doors, and garage doors. Window treatments may also include additional trim, Mullions, or shutters.
j. No building elevation of any dwelling shall have less than five (5) percent of the gross wall area in glazing, excluding garage or unconditioned areas.
k. Each dwelling shall contain a front porch, balcony or courtyard.
l. Detached garages shall be architecturally compatible and consistent in material, design and colors with the dwelling and shall be situated to the side or rear of the site.
Canyon County Recorder’s Office
Document Cover Sheet
ORDINANCE NO. 4287

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO TO PROVIDE RA (RESIDENTIAL SUBURBAN) ZONE DESIGNATION FOR CERTAIN LANDS, COMMONLY KNOWN AS 17155, 17175, 17225, AND “0” STAR ROAD, AND “0” CHERRY LANE, NAMPA, IDAHO, COMPRISING APPROXIMATELY 27.069 ACRES, MORE OR LESS; DETERMINING THAT SAID ZONING IS IN THE BEST INTEREST OF THE CITIZENS AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF NAMPA, IDAHO; REZONING SAID PROPERTY FROM RS 8.5 (SINGLE FAMILY RESIDENTIAL – WITH A “REQUIRED PROPERTY AREA” OF AT LEAST 8,500 SQUARE FEET) TO RA (RESIDENTIAL SUBURBAN); PROVIDING FOR RECORDATION; INSTRUCTING THE CITY ENGINEER TO DESIGNATE SAID PROPERTY AS RA (RESIDENTIAL SUBURBAN) ON THE OFFICIAL ZONING MAP AND OTHER AREA MAPS OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE; AND REPEALING ALL ORDINANCES, RULES AND REGULATIONS, AND PARTS THEREOF, IN CONFLICT HEREWITH.

BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, STATE OF IDAHO;

SECTION 1. Whereas, it has been determined by the Nampa City Council, upon the recommendation of the Nampa Planning & Zoning Commission and the public notice and hearing processes required by Idaho Code chapter 65, Title 67, that a rezone request applied for by John Low to rezone the hereinafter described real property from RS 8.5 (Single Family Residential – with a “Required Property Area” of at least 8,500 Square Feet) to RA (Suburban Residential) should be approved.

SECTION 2. It is hereby determined to be in the best interests of the public, and consistent with the Nampa Comprehensive Plan, that the following described property in the City of Nampa, Canyon County, Idaho, commonly known as 17155, 17175, 17225, and “0” Star Road, and “0” Cherry Lane, in Nampa, Idaho, comprising 27.069 acres, more or less, be, and hereby is, rezoned from RS 8.5 (Single Family Residential – with a “Required Property Area” of at least 8,500 Square Feet) to RA (Suburban Residential), to-wit:

See Exhibit “A,” attached hereto and made a part hereof by this reference.

SECTION 3. That the recordation of this ordinance shall be deemed for all intents and purposes as an amendment to the zoning ordinance and zoning map of the City of Nampa. The City Engineer is instructed to designate said property as RA (Suburban Residential) on the Official Zoning Map and other area maps of the City of Nampa.

SECTION 4. This ordinance shall be in full force and effect from and after its passage, approval, publication and recordation according to law.
SECTION 5. All ordinances, rules and regulations, and parts thereof, in conflict herewith are repealed.


APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 3RD DAY OF OCTOBER, 2016.

Approved:

By
Mayor

Attest:

By
City Clerk
State of Idaho

Canyon County

On this 3rd day of October, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. Henry and Deborah L. Bishop known to be the Mayor and City Clerk of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument.

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

[Signature]
Patricia Rose
Residing at: Nampa, Canyon County, Idaho
My Commission Expires: 09/01/2022
PROPERTY DESCRIPTION
FOR
JOHN LOW
PARCEL A

A parcel of land lying in a portion of the SE1/4 SE1/4 of Section 6, T.3N., R.1W. Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

Commencing at a point marking the E1/4 Corner of said Section 6, thence S.00°16'41"W., 1326.55 feet along the East line of said Section 6 to a 5/8" iron pin; Thence along the Northerly boundary line of the SE1/4 of the SE1/4 of said Section 6, N.89°55'35"W. 50.10 feet to the Westerly Right of Way line of Star Road to a 5/8 iron pin, being the POINT OF BEGINNING;

Thence along the Westerly Right of Way line of Star Road, S.00°15'39"W. 352.97 feet to a 1/2" iron pin; Thence along the Southerly Easement Line, S.89°47'00"W. 614.60 feet to a 1/2" iron pin; Thence N.00°17'57"E. 356.08 feet to the Northerly Boundary Line of the SE 1/4 of the SE1/4 of said Section 6, marked by a 1/2" iron pin; Thence along the Northerly boundary line, S.89°55'35"E. 614.54 feet to the POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH:

A 50' (Fifty foot) Wide Access and Utility Easement being a Strip of Land Lying in a portion of the SE1/4 of the SE1/4 of Section 6, T.3N., R.1W. Boise Meridian, Canyon County, Idaho, said Easement being more particularly described as follow:

Commencing at a point marking the E1/4 Corner of said Section 6, thence S.00°16'41"W., 1326.55 feet along the East line of said Section 6 to a 5/8" iron pin; Thence along the Northerly boundary line of the SE1/4 of the SE1/4 of said Section 6, N.89°55'35"W. 50.10 feet to the Westerly Right of Way line of Star Road to a 5/8 iron pin; Thence along the Westerly Right of Way line of Star Road, S.00°15'39"W. 302.97 feet to the POINT OF BEGINNING;

Thence along the Northerly Easement Line, S.89°47'00"W. 1271.90 feet to a point; Thence S.00°18'43"W. 50.00 feet to a point; Thence along the Southerly Easement Line, N.89°47'00"E. 1271.95 feet to a 1/2" iron pin; Thence along the Westerly Right of Way Line of Star Road, N.00°15'39"E. 50.00 feet to the POINT OF BEGINNING.
PROPERTY DESCRIPTION
FOR
JOHN LOW
PARCEL B

A parcel of land lying in a portion of the SE1/4 SE1/4 of Section 6, T.3N., R.1W. Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

Commencing at a point marking the E1/4 Corner of said Section 6, thence S.00°16′41″W., 1326.55 feet along the East line of said Section 6 to a 5/8″ iron pin; Thence along the Northerly boundary line of the SE1/4 of said Section 6, N.89°55′35″W. 50.10 feet to the Westerly Right of Way Line of Star Road to a 5/8″ iron pin; Thence along the Westerly Right of Way line of Star Road, S.00°15′39″W. 352.97 feet to the POINT OF BEGINNING;

Thence along the Southerly Easement Line, S.89°47′00″W. 614.60 feet to a 1/2″ iron pin; Thence S.00°17′57″W. 306.96 feet to the Southerly Boundary Line of the SE 1/4 of the SE1/4 of said Section 6, to a point; Thence along the Southerly boundary line, S.89°53′59″E. 614.79 feet to a point; Thence N.00°15′39″E 310.36 feet to the POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH:

A 50' (Fifty foot) Wide Road Easement being a Strip of Land Lying in a portion of the SE1/4 of the SE1/4 of Section 6, T.3N., R.1W. Boise Meridian, Canyon County, Idaho, said Easement being more particularly described as follow:

Commencing at a point marking the E1/4 Corner of said Section 6, Thence S.00°16′41″W., 1326.55 feet along the East line of said Section 6 to a 5/8″ iron pin; Thence along the Northerly boundary line of the SE1/4 of said Section 6, N.89°55′35″W. 50.10 feet to the Westerly Right of Way Line of Star Road to a 5/8″ iron pin; Thence along the Westerly Right of Way line of Star Road, S.00°15′39″W. 302.97 feet to the POINT OF BEGINNING;

Thence along the Northerly Easement Line, S.89°47′00″W. 1271.90 feet to a point; Thence S.00°18′43″W. 50.00 feet to a point; Thence along the Southerly Easement Line, N.89°47′00″E. 1271.95 feet to a 1/2″ iron pin; Thence along the Westerly Right of Way Line of Star Road, N.00°15′39″E. 50.00 feet to the POINT OF BEGINNING.
PROPERTY DESCRIPTION
FOR
JOHN LOW
PARCEL C

A parcel of land lying in a portion of the SE1/4 SE1/4 of Section 6, T.3N., R.1W. Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

Commencing at a point marking the E1/4 Corner of said Section 6, thence S.00°16'41"W., 1326.55 feet along the East line of said Section 6 to a 5/8" iron pin; Thence along the Northerly boundary line of the SE1/4 of the SE1/4 of said Section 6, N.89°55'35"W. 50.10 feet to the Westerly Right of Way line of Star Road to a 5/8 iron pin; Thence along the Westerly Right of Way line of Star Road, S.00°15'39"W. 663.35 feet to a point; Thence along the Southerly Boundary Line of the SE1/4 of the SE1/4 of said Section 6, N.89°53'59"W. 614.79 feet to the POINT OF BEGINNING;

Thence continuing along the Southerly Boundary Line of the SE1/4 of the SE14/ of said Section 6, N.89°53'59"W. 657.39 feet to a point; Thence along the Westerly Boundary Line N.00°18'43"E. 331.29 feet to a 1/2" iron pin; Thence along Northernly Boundary Line S.89°55'38"E. 657.32 feet to a 1/2" iron pin; Thence S.00°17'57"W. 331.60 feet to the POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH:

A 50' (Fifty foot) Wide Road Easement being a Strip of Land Lying in a portion of the SE1/4 of the SE1/4 of Section 6, T.3N., R.1W. Boise Meridian, Canyon County, Idaho, said Easement being more particularly described as follow:

Commencing at a point marking the E1/4 Corner of said Section 6, thence S.00°16'41"W., 1326.55 feet along the East line of said Section 6 to a 5/8" iron pin; Thence along the Northerly boundary line of the SE1/4 of the SE1/4 of said Section 6, N.89°55'35"W. 50.10 feet to the Westerly Right of Way line of Star Road to a 5/8 iron pin; Thence along the Westerly Right of Way line of Star Road, S.00°15'39"W. 302.97 feet to the POINT OF BEGINNING;

Thence along the Northerly Easement Line, S.89°47'00"W. 1271.90 feet to a point; Thence S.00°18'43"W. 50.00 feet to a point; Thence along the Southerly Easement Line, N.89°47'00"E. 1271.95 feet to a 1/2" iron pin; Thence along the Westerly Right of Way line of Star Road, N.00°15'39"E. 50.00 feet to the POINT OF BEGINNING.
PROPERTY DESCRIPTION

FOR

JOHN LOW

PARCEL D

A parcel of land lying in a portion of the SE1/4 SE1/4 of Section 6, T.3N., R.1W. Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

Commencing at a point marking the E1/4 Corner of said Section 6, thence S.00°16'41"W., 1326.55 feet along the East line of said Section 6 to a 5/8" iron pin; Thence along the Northerly boundary line of the SE1/4 of the SE1/4 of said Section 6, N.89°55'35"W. 664.64 feet to the POINT OF BEGINNING;

Thence continuing along the Northerly boundary line of the SE1/4 of the SE1/4 of said Section 6, N.89°55'35"W. 657.05 feet to a 5/8" iron pin; Thence along the Westerly Boundary Line S.00°18'43"W. 331.46 feet to a 1/2" iron pin; Thence along the Southerly Boundary Line, S.89°55'38"E. 657.22 feet to a 1/2" iron pin; Thence N.00°17'57"E. 331.44 feet to the POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH:

A 50' (Fifty foot) Wide Road Easement being a Strip of Land Lying in a portion of the SE1/4 of the SE1/4 of Section 6, T.3N., R.1W. Boise Meridian, Canyon County, Idaho, said Easement being more particularly described as follow:

Commencing at a point marking the E1/4 Corner of said Section 6, thence S.00°16'41"W., 1326.55 feet along the East line of said Section 6 to a 5/8" iron pin; Thence along the Northerly boundary line of the SE1/4 of the SE1/4 of said Section 6, N.89°55'35"W. 50.10 feet to the Westerly Right of Way Line of Star Road to a 5/8 iron pin; Thence along the Westerly Right of Way line of Star Road, S.00°15'39"W. 302.97 feet to the POINT OF BEGINNING;

Thence along the Northerly Easement Line, S.89°47'00"W. 1271.90 feet to a point; Thence S.00°18'43"W. 50.00 feet to a point; Thence along the Southerly Easement Line, N.89°47'00"E. 1271.95 feet to a 1/2" iron pin; Thence along the Westerly Right of Way Line of Star Road, N.00°15'39"E. 50.00 feet to the POINT OF BEGINNING.
Landlocked Triangle
R3038000000

17175 Star Rd. (Parcel 1290A) Legal Description

A part of the Southwest Quarter of the Southeast Quarter, Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, lying North and East of the Ten Mile drain ditch, more particularly described as follows:

Beginning at the South quarter corner of Section 6; thence South 89° 54’ east 1320 feet along the section line to a point; thence North 0° 15’ East 655.81 feet along the East 1/16 line to the Real Point of Beginning; thence North 0° 15’ East 664.19 feet along the East 1/16 line to a point; thence North 89° 54’ West 997.64 feet along the South 1/16 line to a point; thence South 56° 12’ East 1197.06 feet along the centerline of the Ten Mile drain ditch to the REAL POINT OF BEGINNING.
ZONING MAP AMENDMENT FROM RS 8.5 (SINGLE FAMILY RESIDENTIAL - 8,500 SQ. FT.) TO RA (SUBURBAN RESIDENTIAL) AT 17155, 17175, 17225, 0 STAR ROAD AND 0 CHERRY LANE (AN APPROXIMATE 27.069 ACRE PORTION OF THE SE 1/4 SE 1/4 OF SECTION 6, T3N, R1W, BM) FOR JOHN LOW (ZMA 018-2016).
## Statement of Account - Aging of Past Due Amounts

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*UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE*
AFFIDAVIT OF PUBLICATION
STATE OF IDAHO  
County of Canyon  

Sharon Jessen  
of Nampa, Canyon County, Idaho, being  
first duly sworn, deposes and says:

1. That I am a citizen of the United States,  
and at all times hereinafter mentioned  
was over the age of eighteen years, and  
not a party to the above entitled action.
2. That I am the Principle Clerk of the  
Idaho Press-Tribune, a daily newspaper  
published in the City of Nampa, in the  
County of Canyon, State of Idaho; that  
the said newspaper is in general  
circulation in the said County of  
Canyon, and in the vicinity of Nampa  
and Caldwell, and has been  
uninterruptedly published in said  
County during a period of seventy-eight  
consecutive weeks prior to the first  
publication of this notice, a copy of  
which is hereto attached.
3. That the notice, of which the annexed is  
a printed copy, was published in said  
newspaper 1 time(s) in the regular and  
entire issue of said paper, and was  
printed in the newspaper proper, and not  
in a supplement.

That said notice was published the following:  
10/11/2016

STATE OF IDAHO  
County of Canyon  
On this 11th day of October in the year of  
2016 before me a Notary Public, personally appeared.  
Sharon Jessen, known or identified  
to me to be the person whose name is subscribed  
to the within instrument, and being by me first  
duly sworn, declared that the statements therein  
are true, and acknowledge to me that he/she  
executed the same.

Notary Public for Idaho  
Residing at Canyon County  
My Commission expires 07/25/2018
ORDINANCE

AN ORDINANCE OF THE CITY OF NAMPA SUBURBAN) ZONE DESIGNATION FOR C 17155, 17175, 17225, AND "0" STAR ROAD COMPRISING APPROXIMATELY 27.069 ACRES S AID ZONING IS IN THE BEST INTEREST OF THE COMPREHENSIVE PLAN OF THE CITY PROPERTY FROM RS 8.5 (SINGLE FAMILY RESIDENTIAL AREA" OF AT LEAST 8,500 SQUARE FEET) PROVIDING FOR RECOR DATION; INSTRUCTING PROPERTY AS RA (RESIDENTIAL SUBURBAN) OTHER AREA MAPS OF THE CITY; PROVIDE PEALING ALL ORDINANCES, RULES AND CONFLICT HEREWITI.

BE IT ORDAINED BY THE MAYOR AND CANYON COUNTY, STATE OF IDAHO;

SECTION 1. Whereas, it has been determined by the Nampa Planning & Zoning processes required by Idaho Code chapter 65, John Low to rezone the hereinafter described residential property as RA (Residential Suburban) with a "Required Property Area" of at least 8,500 Square Feet should be approved.

SECTION 2. It is hereby determined to be in accord with the Nampa Comprehensive Plan, that the area known as "0" Cherry Lane, in Nampa, Idaho, comprising rezuoned from RS 8.5 (Single Family Residential Area) to RA (Suburban Residential Area). See Exhibit "A" attached hereto and made a part of this ordinance.

SECTION 3. That the recordation of this ordinance as an amendment to the zoning ordinance City Engineer is instructed to designate said special Zoning Map and other area maps of the City.

SECTION 4. This ordinance shall be in full force and effect upon approval, publication and recordation according to law.

SECTION 5. All ordinances, rules and regulations repealed.

Passed by the Council and approved by the Mayor and City Council.

Bob Henry, Mayor

Attest
City Clerk
STAFF REPORT – PUBLIC HEARING

Variance of required 14,000 sq. ft. lot area for construction of a fourplex in an RD (Two-Family Residential) zoning district at 1111 E. Iowa Ave. on a 12,000 sq. ft. lot for Anthony Sparks (VAR 079-19).

Applicant: Anthony Sparks
File No.: VAR 079-19

Prepared by: Norman L. Holm, Planning Director

Requested Action: Variance from N.C.C. § 10-10-6. B requiring a 14,000 sq. ft. lot size in the RD (Two Family [Duplex] Residential zoning district in order to allow construction of a new fourplex on a parcel 12,000 sq. ft. in size.

GENERAL INFORMATION

Status of Applicant: Owner

Location/Size: 1111 E. Iowa Ave. – A .34 acre or approximate 12,000 sq. ft. portion of NE ½, SE ¼ Section 34, T3N, R2W, BM – Canyon County Account R3222301000.

Existing Zoning: RD (Two-Family Residential District)

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

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.
Applicable Regulations: Chapter 24 outlines the findings required for approval of variances.

10-24-1: [Variance] Purpose:

"...The Council is empowered to grant variances in order to prevent or to lessen such practical difficulties and unnecessary physical hardships inconsistent with the objectives of zoning as would result from a literal interpretation and enforcement of certain of the regulations prescribed by this Title.

A variance shall not be considered a right or special privilege, but may be granted to an applicant only upon showing of undue hardship because of 1) special characteristics applicable to the site which deprive it of privileges commonly enjoyed by other properties in the same zone or vicinity, and 2) the characteristics relating to the size, shape or dimensions of a site or the location of existing structures thereon, from geographic, topographic or other physical conditions, or from population densities, street location or traffic conditions.

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

10-24-2 (A) Actions:

The Council may grant a variance with respect to fences and walls, site, area, width, frontage, depth, coverage, front yard, rear yard, side yards, outdoor living area, height of structures, distances between structures or landscaped areas as the Variance was applied for or in modified form if, on the basis of application, investigation and evidence submitted, the Council makes the following findings (read, "Conclusions of Law"):

1) Literal interpretation and enforcement of the regulation would [would not] result in a practical hardship or unnecessary physical hardship inconsistent with the objectives of the zoning ordinance for the property.

2) There are extraordinary site characteristics applicable to the property involved or to the intended use of the property which [do] do not apply generally to other properties classified in the same zoning district.

3) Literal interpretation and enforcement of the regulation would [would not] deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district.

4) Granting of the variance [will] will not constitute a grant of special privilege inconsistent with the limitations on other properties and improvements in the vicinity.

5) Granting of the variance [will] will not be detrimental to public health, safety or materially injurious to properties or improvements in the area.

Description of Proposed Variance: The variance is to allow the owner to construct a Fourplex on a lot that is 2,000 sq. ft. short of the required lot area.

Planning and Zoning History: The subject property has been approved for annexation and RD zoning by the City Council with the condition that thirty (30) feet of the property adjacent the E.
Iowa Ave. right-of-way be dedicated to the City for the street widening. The property is currently approximately 15,000 sq. ft. in size, and the required right-of-way dedication constituted 20% of the property and reduced the lot size to approximately 12,000 sq. ft. The applicant is requesting a variance due to the fact the right-of-way dedication will reduce the lot size to less than the 14,000 sq. ft. required for a fourplex, in the RD zoning district.

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.

Transportation: Access to the property is from E. Iowa Ave.

Physical Site Characteristics: Presently vacant residential lot proposed for construction of a fourplex.

Environmental: In my opinion the granting of this variance would have no negative impact on the adjoining residential uses in the area and use of the lot for a fourplex versus a triplex would have a little effect on neighboring single-family residential properties.

STAFF FINDINGS AND ANALYSIS

It is good policy to infill multiple family housing in properly zoned areas where such uses already exist. The granting of this reduced lot size variance for the proposed fourplex would allow for a continuation of fourplex use that exists or is approved for construction on the adjacent two RD zoned properties to the west.

As of the date of this staff report no property owners and/or residents have specifically expressed opposition to the granting of the Variance. The City Council may approve or deny a Variance. Any decision should not be construed as setting a precedent for each Variance application decision should be determined upon its own facts/merits. Any vote to approve or deny should be accompanied by a reasoned statement listing the rationale for the decision made.

In reference to the required findings of Chapter 24 I submit the following:

1) Literal interpretation and enforcement of the minimum lot area requirement would result in a practical difficulty or unnecessary physical hardship inconsistent with the objectives of the zoning ordinance. Annexation of the subject property was conditioned upon the dedication of the northerly 30' for the widening of E. Iowa Ave. The dedication constituted 20% of the property and reduced the parcel size from 15,000 sq. ft. to 12,000 sq. ft. effectively placing the lot size 2,000 sq. ft. below the 14,000 sq. ft. minimum required for a fourplex.

2) An extraordinary site characteristic applicable to the property and the use of the property that does not generally apply to other properties classified in the same zone exists. At the time of annexation this property was required to dedicate the northerly 30' for the widening
of E. Iowa Ave. The dedication constituted 20% of the property and reduced the parcel size from 15,000 sq. ft. to 12,000 sq. ft. placing the lot size 2,000 sq. ft. below the 14,000 sq. ft. required for a fourplex.

3) Literal interpretation and enforcement of the minimum lot area requirement would deprive the applicant of privileges enjoyed by other RD zoned property owners where similar lot size variances have been approved.

4) Granting of the variance would not constitute a grant of special privilege inconsistent with the limitations on other properties classified RD because other similar variances have been applied for and approved at other RD zoned locations.

5) Granting of the variance would not be detrimental to public health, safety or materially injurious to properties or improvements in the area because the impacts of fourplex use versus triplex use on the parcel would not be materially different.

**CONDITIONS OF APPROVAL**

The Planning Department and Engineering Division do not oppose granting the variance and recommend no conditions of approval.

**ATTACHMENTS**

1) Application and letter (Pages 5-6)
2) Vicinity map with zoning (Page 7)
3) Proposed fourplex site plan (Page 8)
4) Street view of property (Page 9)
5) Aerial view of property (Page 10)
6) Birds eye view of property (Page 11)
7) Agency and other correspondence (Pages 12+)
**APPLICATION FOR VARIANCE**

**PLANNING AND ZONING DEPARTMENT**

411 3rd STREET S., NAMPA, IDAHO 83686  P: (208) 468-4487 F: (208) 465-2261

Nonrefundable Fee: $255.00

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Anthony Sparks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Number</td>
<td>805 268 4669</td>
</tr>
<tr>
<td>Mobile Number</td>
<td>805 268 4669</td>
</tr>
<tr>
<td>Street Address</td>
<td>10001 Country Oak Ct.</td>
</tr>
<tr>
<td>City</td>
<td>Oakdale</td>
</tr>
<tr>
<td>State</td>
<td>CA</td>
</tr>
<tr>
<td>Zip code</td>
<td>83686</td>
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</table>

**Property Owner Name**

<table>
<thead>
<tr>
<th>Anthony Sparks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Number</td>
</tr>
<tr>
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<tr>
<td>Street Address</td>
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<tr>
<td>City</td>
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<tr>
<td>State</td>
</tr>
<tr>
<td>Zip code</td>
</tr>
</tbody>
</table>

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

**ADDRESS OF SUBJECT PROPERTY:**

111 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. (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

**Project Description**

- State the nature of the variance request and the practical difficulty or unnecessary hardship, which would result from a literal interpretation and enforcement of the specific regulation for which the variance is being sought, (attach additional pages if necessary): **See Attached**

**Dated this 16th day of August 2019**

**Applicant Signature**

**PLEASE NOTE**

This application will be referred to the Nampa City Council for its consideration. The City Council shall hold a public hearing on the application and it shall be granted or denied. Notice of the public hearing shall be sent to adjacent property owners no less than 10 or more than 30 days prior to the hearing. You will be given notice of the public hearing and should be present to answer any questions.

A variance shall not be considered a right or a privilege, but will only be granted upon showing the following undue hardship:

1. Special characteristics of the site, which deprive it of privileges commonly enjoyed by other properties in the same zone or vicinity, and
2. The variance is not in conflict with the public interest.

Variances are not intended to allow something that others do not have a permitted right to do. The use or construction permitted by a variance must be commenced within a 6-month period. If such use or construction has not commenced within such time period, the variance shall no longer be valid. Prior to the expiration of the 6-month period the applicant may request from the city Council an extension for up to an additional 6 months from the original date of approval.

**OFFICE USE ONLY**

FILE NUMBER: VAR-079-2019  PROJECT NAME: Lot size in RML Zone
Anthony Sparks  
10001 Country Oak Court  
Oakdale, CA 95361  

August 16, 2019  

Nampa Planning & Zoning Department  
411 3rd Street South  
Nampa, ID 83651  

Re: Nature of the Variance Request  

To Whom It May Concern,  

The primary hardship posed by a literal interpretation and subsequent enforcement of the RD zoning designation is the impact that the Dedication of Right-of-Way has on the buildable lot size, and by extension on the proposed development for 1111 E. Iowa Ave. While the true lot size is sufficient for the planned construction, the buildable lot size no longer meets the requirements of RD zoning when the Dedication of Right-of-Way is applied. This Dedication covers more than 20% of the total lot size, which in our estimation presents a legitimate hardship. We believe that our development plans constitute an efficient and effective use of the space. More importantly, the project is otherwise entirely compliant with the parameters of RD zoning, excepting this Dedication of Right-of-Way, which again constitutes more than 1/5 of the entire property.  

Best Regards,  

Anthony Sparks
1111 E Iowa Ave

Variance to code requiring 14,000 sq ft of land for a fourplex in the RD zone. Lot size approx. 12,000 sq ft

VAR-00079-2019
9/3/2019

Visit Planning & Zoning at cityofnampa.us for more info.
DATE: September 9, 2019

TO: Planning and Zoning Department

FROM: Caleb LaClair, P.E., Nampa Assistant City Engineer

CC: Daniel Badger, P.E., Nampa City Engineer

CC: Tom Points, P.E., Nampa City Public Works Director

APPLICANT: Anthony Sparks

OWNER: Anthony Sparks

ADDRESS: 1111 E Iowa Ave

RE: VAR-00079-2019 – Lot Size in RD Zone

The Engineering Division does not oppose the requested variance and has no comments or conditions.
Building Department will require permit for any and all work on this site.

-----Original Message-----
From: Sylvia Mackrill <mackrill@cityofnampa.us>
Sent: Thursday, August 29, 2019 9:17 AM
To: Addressing <Addressing@cityofnampa.us>; Beth Ineck <ineckb@cityofnampa.us>; bob.parsons@phd3.idaho.gov; Bobby Sanchez <sanchezb@cityofnampa.us>; bocc@canyonco.org; Brent Hoskins <hoskinb@cityofnampa.us>; Caleb Laclair <laclairc@cityofnampa.us>; Canyon Highway District No. 4 (chopper@canyonhd4.org)<chopper@canyonhd4.org>; Carl Miller - Compass of Idaho (cmiller@compassidaho.org) <cmiller@compassidaho.org>; Chanee Grant <grant@nmid.org>; Cody Swander <swanderc@cityofnampa.us>; Daniel Badger <BadgerD@cityofnampa.us>; deerflat@fws.gov; Don Barr <barrd@cityofnampa.us>; Doug Critchfield <critchfieldd@cityofnampa.us>; Eddy Thiel <eddy@nampahighway1.com>; Elijah Effinger <effingere@cityofnampa.us>; Eric R Shannon <eric@nampahighway1.com>; gwiles@nampachristianschools.com; Jared Bryan <bryanj@cityofnampa.us>; Jason Kimball <kimballj@cityofnampa.us>; Jay Young <youngj@cityofnampa.us>; Jeff Barnes <barnesj@cityofnampa.us>; jenny.titus@vallivue.org; jessica.mansell@intgas.com; Ken Couch - Idaho Transportation Dept, District 3 (D3Development.Services@itd.idaho.gov) <D3Development.Services@itd.idaho.gov>; Ken Keene <keene@cityofnampa.us>; Kent Lovelace <lovelacek@cityofnampa.us>; kfunke@idahopower.com; mark@pioneerirrigation.com; Melissa Close <closem@cityofnampa.us>; monica.taylor@intgas.com; Neil Jones <jonesn@cityofnampa.us>; nick@nampahighway1.com; nmid@nmid.org; nre.easement@centurylink.com; Patrick Sullivan <sullivanch@cityofnampa.us>; Phillip Roberts <robertsp@cityofnampa.us>; pnilsson@canyonco.org; Ray Rice <ricer@cityofnampa.us>; rdewey@nsd131.org; Richard Davies <daviesr@cityofnampa.us>; Shellie Lopez <lopezs@cityofnampa.us>; Soyla Reyna <reynas@cityofnampa.us>; Tammy Wallen <twallen@nsd131.org>; Tom Points <pointst@cityofnampa.us>; UCC ben melody <ben.melody@intgas.com>; vcharles@idahopower.com
Subject: VAR-00079-2019 1111 E Iowa Ave - lot size in RD zoning district

Anthony Sparks has requested a Variance to Zoning Ordinance Section 10-10-B, requiring 14,000 sq ft for a fourplex within the RD (Residential Two Family - Duplex) zoning district, for property located at 1111 E Iowa Ave (Canyon County Parcel R3222301000).

The subject property currently comprises approximately 14,941 sq ft, however, with the required 30 ft Dedication of right-of-way upon annexation, the lot will be reduced to approximately 11,941 sq ft in size. The applicant proposes to demolish the existing single family home and construct a fourplex in its place.
Sylvia Mackrill

From: D3 Development Services <D3Development.Services@itd.idaho.gov>
Sent: Thursday, August 29, 2019 10:20 AM
To: Sylvia Mackrill
Subject: [External] VAR-00079-2019 1111 E Iowa Ave - lot size in RD zoning district

Caution: This email originated from outside of the City of Nampa domain. Do not click on links or open attachments unless you recognize sender email or are sure content is safe. Highlight the suspect email and send using your Phish Button or call the helpdesk at 208-468-5454

Good morning,

ITD has received application VAR-00079-2019 for review. ITD does not anticipate any significant traffic impact to the State Highway system from this development and has no objections to the proposed development.

Thank you,

Sarah Arjona
Development Services Coordinator
ITD District 3
(208) 334-8338

-----Original Message-----
From: Sylvia Mackrill <mackrill@cityofnampa.us>
Sent: Thursday, August 29, 2019 9:17 AM
To: Addressing <Addressing@cityofnampa.us>; Beth Ineck <ineckb@cityofnampa.us>; bob.parsons@phd3.idaho.gov; Bobby Sanchez <sanchezb@cityofnampa.us>; bocc@canyonco.org; Brent Hoskins <hoskinsb@cityofnampa.us>; Caleb Laclaire <laclairec@cityofnampa.us>; Canyon Highway District No. 4 (chopper@canyonhd4.org) <chopper@canyonhd4.org>; Carl Miller - Compass of Idaho (cmiller@compassidaho.org) <cmiller@compassidaho.org>; Chanee Grant <cgrant@nmid.org>; Cody Swander <swandere@cityofnampa.us>; Daniel Badger <BadgerD@cityofnampa.us>; deerflat@fws.gov; Don Barr <barrd@cityofnampa.us>; Doug Critchfield <critchfieldd@cityofnampa.us>; Eddy Thiel <eddy@nampahighway1.com>; Elijah Effinger <effingere@cityofnampa.us>; Eric R Shannon <eric@nampahighway1.com>; gwiles@nampa.christianschools.com; Jared Bryan <bryanj@cityofnampa.us>; Jason Kimball <kimballj@cityofnampa.us>; Jay Young <youngj@cityofnampa.us>; Jeff Barnes <barnesj@cityofnampa.us>; jenny.titus@vallivue.org; jessica.mansell@intgas.com; D3 Development Services <D3Development.Services@itd.idaho.gov>; Ken Keene <keenek@cityofnampa.us>; Kent Lovelace <lovelacek@cityofnampa.us>; kfunke@idahopower.com; mark@pioneerirrigation.com; Melissa Close <closem@cityofnampa.us>; monica.taylor@intgas.com; Neil Jones <jonesn@cityofnampa.us>; nick@nampahighway1.com; nmid@nmid.org; nre.easement@centurylink.com; Patrick Sullivan <sullivanw@cityofnampa.us>; Phillip Roberts <robertsp@cityofnampa.us>; pnilsson@canyonco.org; Ray Rice <ricer@cityofnampa.us>; rdewey@nsd131.org; Richard Davies <daviesr@cityofnampa.us>; Shellie Lopez <lopezs@cityofnampa.us>; Soyla Reyna <reynas@cityofnampa.us>; Tammy Wallen <twallen@nsd131.org>; Tom Points <pointst@cityofnampa.us>; UCC ben melody <ben.melody@intgas.com>; vcharles@idahopower.com
Subject: [EXTERNAL] VAR-00079-2019 1111 E Iowa Ave - lot size in RD zoning district

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Anthony Sparks has requested a Variance to Zoning Ordinance Section 10-10-B, requiring 14,000 sq ft for a fourplex within the RD (Residential Two Family - Duplex) zoning district, for property located at 1111 E Iowa Ave (Canyon County Parcel R3222301000).
PLANNING & ZONING DEPARTMENT

Before the City Council
16 September 2019

PUBLIC HEARING ITEM NO. 2
STAFF REPORT

Analyst: Kristi Watkins
Applicant(s): David Bills, Lanco, Inc. as Applicant/Mason & Associates, Engineer
File(s): ANN-00126-19

Requested/Needful Action Approval(s)/Recommendation(s):

Annexation and Zoning to RS4 (Single Family Residential – 4,000 sq. ft.) zoning district.
(Decision Required: Approval/Denial)

Pertaining to:
Parcels located at 1104, 1210, 1306, and 1318 Lone Star Rd., land being a portion of the SE ¼ SE ¼ of Section 20, T3N, R2W, BM, Canyon County, Nampa, also referred to as Parcel #R1612900000, R1612800000, R1612600000 and R1612700000 (hereinafter the "Property")...

ANNEXATION CONCLUSIONS OF LAW

10-2-3 (C) Annexations and/or Rezones/Zoning assignments must be reasonably necessary, in the interest of the public, further promote the purposes of zoning, and be in agreement with the adopted Comprehensive Plan for the neighborhood.

Nampa Comprehensive Plan- Medium Density Residential
5.5.3 Medium Density Residential (MDR) – 4-9 units per acre;
Housing development in residential areas can be developed as:
a. Manufactured Homes;
b. Attached and detached residences;
c. Single Family Attached homes;
d. Patio Home;
e. Townhomes/Row Houses;
f. Low density apartments;
g. Duplexes; and
h. Condominiums
5.12.1 Infill Development and Redevelopment

Infill and redevelopment refers to development on vacant, underutilized, or partially used land. Infill occurs on land that may have been skipped over in the urbanization process.

Infill areas have been identified as enclaves and undeveloped lands where existing City Services are available. Infill and redevelopment are encouraged in order to revitalize developed residential and commercial areas and take advantage of existing infrastructure.

10-8-6: RS 4 Zoning Standards (Ordinance #4428, 4/15/2019)

Exception A: RS 4 zoned properties shall only be allowed within single-family detached subdivisions platted after April 22, 2019 and in accordance with rules set forth in section 10-27-4 of this title.

<table>
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<tr>
<th>RS Zoning District/Zone</th>
<th>Maximum Number Dwelling Units Per Acre</th>
<th>Required Property Area(^1)</th>
<th>Required Property Width</th>
<th>Required Mean Property Depth</th>
<th>Required Street Frontage(^2)</th>
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<td>RS 4</td>
<td>9.18</td>
<td>4,000</td>
<td>50 feet</td>
<td>50 feet</td>
<td>22 feet</td>
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10-27-4-B-f: Special Subdivisions and Developments: Infill, Not PUD Subdivisions:

Residential Infill Subdivision Qualifications:

A residential subdivision shall be required to comply with the following criteria in order to qualify as/for “infill” status (and be correspondingly entitled to development under the regulations associated therewith):

1. Said subdivision is located in an “enclaved” area as designated on the City’s official zoning map or GIS land use map, or, is surrounded on at least three (3) sides by properties within the city’s incorporated limits; and,

2. Said subdivision shall be deemed to be serviceable with full city utilities (i.e., sewer, potable water and irrigation [pressurized or otherwise] water); and,

3. Said subdivision is deemed to be of no or low impact on the abutting and adjoining street network(s) by city engineering or may be accommodated by system improvements as defined by a traffic impact study where required by city engineering; and,

4. Said subdivision shall comply with all street, landscaping and fencing standards/requirements associated with standard residential subdivision plats; and,

5. Dwelling units proposed within residential infill subdivisions that are proposed to have building lots not fronting a standard public street shall have their garages or carports at the back of the house [may be attached or detached structures] where they shall access either a city approved alley or common driveway in order to promote an improved residential, "new urban" subdivision character. In such cases, a public or approved private street shall still be used to be provide road frontage to said lots but such street may be of reduced width as
allowed by the City's engineering design and specification manual. Street frontage in between home fronts shall allow solely for two-way traffic flow.

aa. Two (2) parking spaces shall be required of each home site at the alley/common drive.

**Reduced Lot, RS Zoned Subdivisions; Residential Infill Subdivision Qualifications; Exceptions** (Adopted by City Council April 2019 as part of the Chapter 27 code changes): An exception to open space requirements may be granted for residential infill subdivisions meeting any of the following criteria:

a. Is bounded by a public walkway, drain, canal, trail, or nonresidential improved property.

b. Requires the installation of a sewer lift station.

c. Has topography that inhibits full use and platting.

d. Is surrounded by properties or plats having no open space.

e. Provides benefits to the City such as providing for a continuity of utility services, street right-of-way or other benefit deemed needed.

**Nampa Bicycle and Pedestrian Master Plan** – Figure 4.2, Nampa Proposed Bikeway and Off-Street Pathway Network Map identifies a pathway along the Joseph Drain. (See Parks email for recommended location)

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**ANNEXATION FINDINGS OF FACT**

Regarding Applicant's Proposed/Desired Annexation and Zoning Assignment Request

Staff finds:

1. **Current Jurisdiction/Status:**
   The four (4) parcels included in this annexation request are not currently within Nampa City; the properties appear from aerial imagery to have structures at the front of each parcel that will be left as is and not a part of the proposed subdivision, but still annexed into the city. The northern sections (pasture area) of all the parcels are otherwise vacant land and will be incorporated into the boundary of the proposed preliminary plat; Property is either owned or optioned by the Applicant(s); and,

2. **Surrounding Zoning:**
   See attached Vicinity Map:

   **North, South & East:** RS6 – (Single Family Residential – 6,000 s.f. minimum lot size)
   **West:** RS7 – (Single Family Residential – 7,000 s.f. minimum lot size)

3. **Immediately Surrounding Land Uses:**
   Generally: All areas immediately adjacent to this property are currently used as single-family residential.

4. **Proposed Zoning:**
   **RS 4 Zoning Request:**
   The RS 4 district is designed to accommodate medium density single-family developments with 4,000 square foot or greater lot sizes; and,
5. **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 to 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,

6. **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 because it is under 100 lots; and,

7. **Promotion of Zoning Purpose(s):**
That among the general (and Nampa endorsed) purposes of zoning is to promote orderly, systematic development and patterns thereof which preserve and/or enhance public health, safety and welfare. 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,

8. **Comprehensive Plan:**
This Property fits the definition for infill development because, 1) it is surrounded by developed single-family properties and 2) all city utilities are immediately available to the site and provides 4.3 dwelling units per acre which fits into the 4-9 unit requirement.

9. **Safe Routes to School:**
   - **Nampa High School** = 2.0 miles (not within walking distance)
   - **Lone Star Middle School** = less than 1 mile straight along Lone Star Rd to the west
   - **Willow Creek Elementary School** = 1.0 miles along a very busy roadway. However, if a pathway gap were to filled and the students could cross the Phyllis Canal to the north, then it would be a straight .3 mile protected and unencumbered walk to school.

10. **Services:**
That utility and emergency services are, available to the Property...

11. **COMPASS Analysis:**
   - Pedestrian Level of Stress: PG-13 (PG-13 Rating is considered unsafe for pedestrians)
   - Bicycle Level of Stress: R (An R Rating is considered hazardous for bicycles)
   - Jobs/Housing Ratio: .2 (indicates the need for more housing)
   - Emergency Services: Police = 1.7 miles and Fire = 2.3 miles
Developments within 1.5 miles provide for more efficient service and reduce costs for these important public services.
Farmland is consumed by this project.
Bus stop: 1.4 miles
Park: .3 miles
Grocery Store: 1.4 miles

Note(s):
The preceding general statements are offered as possible [preliminary] findings and are not intended to be all inclusive or inarguable. They are/were simply provided to the Commission in case the requested entitlement is considered for recommendation of approval. In the event of an opposite course, then negative findings may be adopted by the City Council.

Given the findings noted above, staff recommends that this property be annexed and zoned RS 4.

AGENCY COMMENTS in regards to the ANNEXATION

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 August 7, 2019] is hereafter attached.

1. A July 30, 2019, memorandum from the Nampa City Engineering Division, authored by Caleb Laclair indicating various annexation and plat review comments and conditions; and,

2. An email, dated June 25, 2019, authored by Cody Swander, Nampa Parks Department, that states, the Parks Department requests that the Developer follow City of Nampa design standards for pathways and construct the public Joseph Pathway along the Joseph Drain adjacent to their development as indicated on the City of Nampa Bicycle and Pedestrian Master Plan map. They request that the pathway be placed along the west bank of the Joseph Drain from the north end of the development to Kelby Way. From Kelby Way to Lone Star, the pathway is to be located on the East side of the Joseph Drain; and,

3. An entry in Energov software, dated June 24, 2019, authored by Neil Jones, Nampa Building Dept, that states the Building Department will require a top of foundation or finish floor elevation for each lot on the final plat construction drawings; and,

4. An emailed, dated June 26, 2019, authored by Carolynn Murray, Nampa Parks & Forestry Division, stating that the City Forester approves the landscape plan; and,

5. A July 2, 2019 letter from the Nampa & Meridian Irrigation District authored by David Duvall indicating that the district easement for the Joseph Drain at this location is a minimum of one hundred feet (100') total and, fifty feet (50') each side. This easement must be protected. Any encroachment without a signed License Agreement and approved plan before construction is unacceptable; and,
6. An June 24, 2019 email from Nampa Highway District #1 authored by Eddy Theil indicating that they have no comment on the proposed project; and,

7. A memo, dated July 11, 2019, authored by Dan Wagner, Nampa GIS Division, stating that the following changes need to be made to the street names:
   a. Propose new unique street name for Kelby Way; and,
   b. Propose new unique street name for Joseph Loop; and,
   c. Joseph Dr should be N Joseph Dr; and,

8. A July 11, 2019 letter from Idaho Transportation Department (ITD) authored by Sarah Arjona indicating that ITD has not objection to the proposed project; and,

9. Staff has not received commentary from any surrounding property owners or neighbors either supporting or opposing this request.

**RECOMMENDED CONDITIONS OF APPROVAL**

Should the Commission vote to approve the Preliminary Plat request and recommend to the City Council that they approve the requested Annexation and Zoning proposal staff would recommend that the Commission consider imposing the following Condition(s) of Approval against the requests/Applicant(s):

1. Construct a pathway along the Joseph Drain, and,

2. Protect the Joseph Drain easement with a 50’ easement on each side; and,

3. Construct utilities to and through the property at the time of development, as well as, provide looping/redundant connections for water and pressure irrigation; and,

4. Apply for permits for any lift station and force main through Idaho Department of Environmental Quality. Include in CCR’s and provide documentation at that time for long-term operation and maintenance and associated funding mechanism; OR,

5. Provide alternative designs for shallow sewer including upgrading of sewer laterals to water class pipe and Type “C” lateral connections in conjunction with filling the site; and,

6. Coordinate with Nampa Engineering Department to resolve concerns with proposed road widths; and,

7. Utility locations in the roadway shall be modified at final design to adhere to City Standard Drawing N-308A. Deviations will be allowed in some instances to avoid unnecessary utility crossings; and,

8. Pressure irrigation connection in N Joseph Drive should be to the existing 6” stub located at the rear of 1123 Brianwood Drive; and,

9. The Final Drainage Report shall adhere to Section 106 of the Nampa Engineering Development Process and Policy Manual and address the following comments:
   a. SD Area 1 shall be expanded to include more of the lot frontage for the easterly lots.

   b. Provide back-up for use of the proposed weighted runoff coefficient of 0.4, including assumptions for on lot impervious coverage.
c. Specify how rear lot drainage will be contained on the lot and reflect on the final grading plan, particularly since the proposed lots are relatively small.

d. Provide support for use of an 8-in/hr infiltration rate. The geotechnical report references an infiltration rate of 4-in/hr.

e. Provide calculations for gutter/inlet capacity. All primary conveyance facilities shall be sized for the 50-year storm event; and,

10. Dedicate the following public right-of-way across all properties at the time of annexation:
   a. Lone Star Road – 50' from the Section Line (Completed & in process of recording); and,

11. Frontage road improvements shall be constructed in accordance with Nampa City Code Section 9-3-1. Local road widths shall be revised at final design to adhere to Table 80.07 in Section 101 of the Nampa Engineering Development Process and Policy Manual; and,

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

13. Any and all domestic and irrigation surface and/or groundwater rights shall be transferred to the City at the time of individual property development/redevelopment, and prior to connection to City services. Provide documentation to the Nampa Engineering Division verifying water rights for the full parcel; and,

14. Applicant/Owner shall comply with all City Codes, Policies, and Standards in place at the time of individual property development/redevelopment; and,

15. Applicant shall address all street name comments identified in the letter from Nampa Engineering Division prior to Final Plat submittal:
   a. Propose new unique street name for Kelby Way; and,
   b. Propose new unique street name for Joseph Loop; and,
   c. Joseph Dr should be N Joseph Dr; and,

16. Provide top of foundation wall or finish floor elevation, on the construction plans prior to final plat approval; and,

17. Note reduced setbacks for Lots 1, 2, & 4 Block 4 on the Preliminary and Final recorded plats; and,

18. <Any other condition(s) as the Commission concludes befit(s) the application package...>

**ATTACHMENTS**

- Vicinity Map (page/Exhibit 8-9)
- Comprehensive Plan Map (page/Exhibit 10)
- Aerial photo showing utility line locations and diameters – blue water, pink pressure irrigation, green sewer (page/Exhibit 11)
- Preliminary Plat layout (page/Exhibit 12)
- Annexation and Zoning Application forms (pages/Exhibits 13-16)
- Legal description of Property and zoning areas (pages/Exhibits 17)
- Inter-departmental/agency/citizen correspondence (pages/Exhibits 18+)
1104, 1210, 1306, 1318 Lone Star Rd

Annexation and Zoning to RS4 for Mason and Associates representing Lanco, Inc

Visit Planning & Zoning at cityofnampa.us for more info.

ANN-126-19, SPP-43-19 7/31/2019

For illustrative purposes only.
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: Lanco, Inc.
Home Number: (208) 465-1600
Street Address: 3400 S. Montego Way
Mobile Number:
City: Nampa  State: ID  Zip Code: 83686
Email: david64@lancoinc.net

Property Owner Name: Riley, Joseph Harold-Living Trust
Home Number:
Street Address: 1104 Lone Star Rd
Mobile Number:
City: Nampa  State: ID  Zip Code: 83651
Email:

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

ADDRESS OF SUBJECT PROPERTY: 1104 Lone Star Rd, Nampa ID

Please provide the following required documentation
☐ Completed Application
☒ A copy of one of the following: ☐ Warranty Deed ☐ Proof Of Option ☐ Earnest Money Agreement
☒ Signed & Notarized Affidavit of Legal Interest (attached). Form must be completed by the legal owner
(If owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to show that
the person signing is an authorized agent)
☐ Original Legal description of property AND a legible WORD formatted document with Closure Calcs (Must
have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

Project Description
➢ State the zoning desired for the subject property: R-4
➢ State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for
the use of the subject property: to become part of the City of Nampa for
future residential use.

Dated this 4th day of June, 2015

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 - _____ - 20_____ PROJECT NAME: __________
AFFIDAVIT OF LEGAL INTEREST

STATE OF IDAHO )

COUNTY OF CANYON )

A. I,  [Signature]

B. I grant my permission to [Signature]

C. I agree to indemnify, defend and hold the City of Nampa and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

Dated this 4th day of June, 2019.

Notary Public for Idaho

Residing at: Residing In Nampa, Idaho
My Commission Expires 4-19-2023

Commission Expires: }
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: Lanco, Inc.
Home Number: (208) 465-1600
Street Address: 3400 S. Montego Way
City: Nampa  State: ID  Zip code: 83686
Property Owner Name: Gary + Heather Mingus
Street Address: 1304 Lone Star Rd
City: Nampa  State: ID  Zip code: 83651

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

ADDRESS OF SUBJECT PROPERTY: 1318 Lone Star Rd, Nampa + 1306 Lone Star Rd, Nampa

Please provide the following required documentation
☐ Completed Application
☐ A copy of one of the following: ☐ Warranty Deed   ☐ Proof Of Option   ☐ Earnest Money Agreement
☐ Signed & Notarized Affidavit of Legal Interest (attached). Form must be completed by the legal owner
  (If owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to show that
  the person signing is an authorized agent)
☐ Original Legal description of property AND a legible WORD formatted document with Closure Calcs (Must
  have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

Project Description
➢ State the zoning desired for the subject property: R-4
➢ State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for
  the use of the subject property: to become part of the City of Nampa for future residential use.

Dated this 4th day of June, 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 - 126 - 2019   PROJECT NAME: Annex + Zoning to R5-4
AFFIDAVIT OF LEGAL INTEREST

STATE OF IDAHO

COUNTY OF CANYON

A. I, GARY MINGUS and HEATHER MINGUS whose address is 1306 LONG STAR RD NAMPA ID 83651, being first duly sworn upon oath, depose and say that I am the owner of record of the property described on the attached application.

B. I grant my permission to Mason and Associates, Inc. whose address is 924 3rd Street S, Ste B, Nampa, ID 83651, to submit the accompanying application pertaining to the property described on the attached application.

C. I agree to indemnify, defend and hold the City of Nampa and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

Dated this 4th day of June 2019.

Signature

SUBSCRIBED AND SWORN to before me the 4th day of June 2019.

LORI A. FITZGERALD
COMMISSION #44278
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for Idaho
Residing at: Residing in Nampa, Idaho
Commission Expires: My Commission Expires 4-19-2023
ANNEXATION PARCEL

A parcel of land being a portion of the SE1/4 SE1/4 of Section 20, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County Idaho, more particularly described as follows:

Commencing at the southeast corner of the SE1/4 SE1/4;

Thence N 89° 36’ 52” W a distance of 332.72 feet along the south boundary of the SE1/4 SE1/4 to the POINT OF BEGINNING;

Thence continuing N 89° 36’ 52” W a distance of 998.25 feet along the south boundary of the SE1/4 SE1/4 to the southwest corner of the SE1/4 SE1/4;

Thence N 00° 03’ 04” E a distance of 1320.97 feet along the east boundary of Granite Basin Subdivision No. 1 extended and being the west boundary of the SE1/4 SE1/4 to the southwest corner of Warnock Blaser Subdivision and being the northwest corner of the SE1/4 SE1/4;

Thence S 89° 31’ 58” E a distance of 148.42 feet along the south boundary of Warnock Blaser Subdivision to a point on the approximate centerline of the Joseph Drain;

Thence along the approximate centerline of the Joseph Drain the following courses and distances;

Thence S 28° 06’ 18” E a distance of 56.67 feet;

Thence S 27° 20’ 55” E a distance of 76.32 feet;

Thence S 22° 21’ 19” E a distance of 118.33 feet;

Thence S 19° 30’ 51” E a distance of 230.17 feet to a point on the west boundary of Briarwood Subdivision;

Thence S 00° 01’ 44” W a distance of 217.50 feet along the west boundary of Briarwood Subdivision;

Thence S 89° 33’ 45” E a distance of 665.10 feet along the south boundary of Briarwood Subdivision;

Thence S 00° 00’ 03” E a distance of 659.74 feet along the west boundary of Briarwood Subdivision to the POINT OF BEGINNING.

This parcel contains 19.311 acres more or less.

Also, this parcel is subject to all easements and rights-of-way of record or implied.
Good afternoon,

ITD has received application ANN-00126-2019 and SPP-00043-2019 for review. ITD does not anticipate any significant traffic impact to the State Highway system from this development and has no objections to the proposed development.

Thank you,

Sarah Arjona
Development Services Coordinator
ITD District 3
(208) 334-8338

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown.

Good Afternoon Everyone! ☺

Re: ANN-00126-2019 & SPP-00043-2019

Mason and Associates representing Lanco, Inc. have submitted the following:

- Annexation and Zoning to RS 4 (Single Family Residential - 4,000 sq. ft.) zoning district at 1104, 1210, 1306, and 1318 Lone Star Rd. for Springbrook Subdivision (A parcel of land being a portion of the SE ¼ SE ¼ of Section 20, T3N, R2W, BM).
- Preliminary Plat Approval for Springbrook Subdivision at 1104, 1210, 1306, and 1318 Lone Star Rd. (59 single family detached lots on 13.73 acres for 4.3 dwelling units per gross acre - a parcel of land being a portion of the SE ⅚ SE ⅚ of Section 20, T3N, R2W, BM).

These applications will go before the Planning & Zoning Commission as a public hearing item on the August 13, 2019 agenda.

Please find attached the ANN-00126-2019 & SPP-00043-2019 files for your review and send all comments to my attention prior to July 26, 2019.

Thank you & Have a great day!
July 2, 2019

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

RE: SPP-000432019/ Springbrook Sub; 1104, 1210, 1306, & 1318 Lone Star Road

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 course through the middle of this project. The districts easement for the Joseph Drain at this location is a minimum of one hundred feet (100') total, fifty feet (50') each side.

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,

[Signature]

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

Cc: Office/ file
Sylvia Mackrill

From: Carolyn Murray
Sent: Wednesday, June 26, 2019 10:53 AM
To: Sylvia Mackrill
Subject: Springbrook Subdivision; SPP-00043-2019; Preliminary Plat Review

Sylvia,

After the City Forester’s review of Springbrook Subdivision; SPP-00043-2019; Preliminary Review, he approved the plans.

Carolynn Murray
Administrative Coordinator
O: 208.468.5890, C: 208.371.4877

Nampa Parks & Forestry – Facebook Page

Celebrating Nampa’s 21st year as a Tree City USA recipient!!!

Notice: All communication transmitted within the City of Nampa Email system may be a public record and may be subject to disclosure under the Idaho Public Records Act (Idaho Code 74-101 et seq.) and as such may be copied and reproduced by members of the public. In addition, archives of all City emails are generally kept for a period of two years and are also subject to monitoring and review.
Nampa Building Department

Neil Jones

June 24, 2019

Building Department will require a top of foundation or finish floor elevation for each lot, on the final plats construction drawings.
Hi Shellie,

Nampa Parks has reviewed the preliminary plat for Springbrook Subdivision Project: SPP-00043-2019. We request the developer to follow City of Nampa design standards for pathways and construct the public Joseph Pathway along the Joseph Drain adjacent to their development as indicated on the City of Nampa Bicycle and Pedestrian Master Plan. We request the pathway be placed along the west bank of the Joseph Drain from the north end of the development to Kelby Way. From Kelby Way to Lonestar Road, we request the pathway to be located on the east side of the Joseph Drain.

Thank you,

Cody Swander
Parks Superintendent
O: 208 468.5890, F: 208.465.2321
Nampa Parks – Facebook Page
NAMPA Proud

Notice: All communication transmitted within the City of Nampa Email system may be a public record and may be subject to disclosure under the Idaho Public Records Act (Idaho Code 74-101 et seq.) and as such may be copied and reproduced by members of the public. In addition, archives of all City emails are generally kept for a period of two years and are also subject to monitoring and review.
Good Morning Shellie,

Nampa Highway District #1 has no comment.

Thank you,

Eddy

---

Eddy Thiel
ROW
eddy@nampahighway1.com
4507 Highway 45 • Nampa, id 83686
TEL 208.467.6576 • FAX 208.467.9916

---

From: Shellie Lopez <lopes@cityofnampa.us>
Sent: Sunday, June 23, 2019 1:47 PM
Subject: ANN-00126-2019 & SPP-00043-2019

Good Afternoon Everyone! 😊

Re: ANN-00126-2019 & SPP-00043-2019

Mason and Associates representing Lanco, Inc. have submitted the following:

- Annexation and Zoning to RS 4 (Single Family Residential – 4,000 sq. ft.) zoning district at 1104, 1210, 1306, and 1318 Lone Star Rd. for Springbrook Subdivision (A parcel of land being a portion of the SE ¼ SE ¼ of Section 20, T3N, R2W, BM).
- Preliminary Plat Approval for Springbrook Subdivision at 1104, 1210, 1306, and 1318 Lone Star Rd. (59 single family detached lots on 13.73 acres for 4.3 dwelling units per gross acre - a parcel of land being a portion of the SE ⅓ SE ⅓ of Section 20, T3N, R2W, BM)

These applications will go before the Planning & Zoning Commission as a public hearing item on the August 13, 2019 agenda.

Please find attached the ANN-00126-2019 & SPP-00043-2019 files for your review and send all comments to my attention prior to July 26, 2019.

Thank you & Have a great day!
The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this review as a tool for local governments to evaluate whether land developments are consistent with the goals of Communities in Motion 2040 2.0 (CIM 2040), the regional long-range transportation plan for Ada and Canyon Counties. This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2040 2.0 goals.

Development Name: Springbrook

CIM Vision Category: Existing Neighborhoods

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>New households</td>
<td>59</td>
</tr>
<tr>
<td>New jobs</td>
<td>0</td>
</tr>
<tr>
<td>Agency</td>
<td>Nampa</td>
</tr>
<tr>
<td>Exceeds CIM forecast</td>
<td>No</td>
</tr>
</tbody>
</table>

**CIM Corridor:** None  
**Pedestrian level of stress:** PG-13-Lone Star  
**Bicycle level of stress:** R-Lone Star

**Housing within 1 mile:** 5,340  
**Jobs within 1 mile:** 1,000  
**Jobs/Housing Ratio:** 0.2

**Nearest police station:** 1.7 miles  
**Nearest fire station:** 2.3 miles

**Farmland consumed:** Yes  
**Farmland within 1 mile:** 42 acres

**Nearest bus stop:** 1.4 miles  
**Nearest public school:** 0.3 miles  
**Nearest public park:** 0.3 miles  
**Nearest grocery store:** 1.4 miles

Level of Stress considers facility type, number of vehicle lanes, and speed. Roads with G or PG ratings better support bicyclists and pedestrians of all ages and comfort levels.

A good jobs/housing balance – a ratio between 1 and 1.5 – reduces traffic congestion. Higher numbers indicate the need for more housing and lower numbers indicate an employment need.

Developments within 1.5 miles of police and fire stations ensure that emergency services are more efficient and reduce the cost of these important public services.

Farmland contributes to the local economy, creates additional jobs, and provides food security to the region. Development in farm areas decreases the productivity and sustainability of farmland.

Residents who live or work less than ½ mile from critical services have more transportation choices. Walking and biking reduces congestion by taking cars off the road, while supporting a healthy and active lifestyle.

**Recommendations**

The proposal provides an opportunity for development in an enclave of the City of Nampa. A canal bisects the site which provides an opportunity for a proposed pathway per the 2011 Nampa Bicycle and Pedestrian Plan. Consider providing an improved pathway to allow for bicycle and pedestrian use.

The site is not currently served by public transportation. ValleyConnect 2.0 proposes bus service between Caldwell and southern Nampa with 60-minute frequencies. The closest bus stop would be less than ¾ mile in distance when that route is operational.

The proposal utilizes existing stub roads to promote automobile and non-motorized connectivity.

More information about COMPASS and Communities in Motion 2040 2.0:
Web: [www.compassidaho.org](http://www.compassidaho.org)
Email: info@compassidaho.org
12 July 2019

Lanco, Inc.
3400 S. Montego Way
Nampa, ID 83686

RE:  Land Use Change Application – Springbrook Subdivision
     Please note the District now requires three (3) sets of plans

To Whom It May Concern:

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

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

Sincerely,

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

EA/cmg

cc:     File
        Water Superintendent
        Nampa City, 411 3rd Street
        Nampa, ID 83651

        William Mason, Mason & Assoc., Inc. 924 3rd St. South, Ste. B
        Nampa, ID 83651

enc.
July 11, 2019

RE: Springbrook Subdivision - Preliminary Plat

To: David Bills

cc: Sylvia Mackrill, City of Nampa P&Z
    Caleb LaClair, P. E., City of Nampa Engineering

The Applicant shall submit an updated site plan or draft copy of the plat to City of Nampa Engineering/GIS staff reflecting these changes prior to final plat application submittal.

- Propose new, unique street name for Kelby Way to the Engineering Division. Emergency Services is concerned the spelling of this name creates a sound-a-like situation which is extremely problematic for Emergency Services dispatch.
- Propose new, unique street name for Joseph Loop to the Engineering Division. Emergency Services is concerned the spelling of this name creates a sound-a-like situation which is extremely problematic for Emergency Services dispatch.
- Joseph Dr should be N Joseph Dr

Sincerely,

Dan Wagner
GIS Technician 1
Engineering Division
City of Nampa
(208) 468-5475
DATE:    July 30, 2019
TO:    Nampa Planning & Zoning Department
FROM:    Caleb LaClair, P.E. – Assistant City Engineer
CC:    Daniel Badger, P.E. – City Engineer
CC:    Tom Points, P.E. – Public Works Director
Engineering Review Memo

The Engineering Division has completed a review of the Preliminary Plat and Annexation/Rezone
applications for Calvary Springs Subdivision and recommend the following comments and conditions.

Annexation & Zoning Comments

1. The project is located at 1104, 1210, 1306, and 1318 Lone Star Road and will take access from
the following City maintained roads:
   • Lone Star Road – classified as "Minor Arterial"
   • W Kelby Ave – classified as "Local Road"
   • N Joseph Drive – classified as "Local Road"

2. The existing house located on 1210 Lone Star Road is closer than 70’ to the Section Line at Lone
Star Road. As a result, the house will violate proposed zoning setback requirements when the
50’ of Lone Star Road right-of-way is dedicated to the City. The Engineering Division supports a
variance to this standard on the grounds the house is a pre-existing condition. Any future
development/redevelopment of the property would need to adhere to the current zoning
standards.

3. The City’s water, sewer, and pressure irrigation systems have adequate capacity to serve this
property. The City maintains the following utilities in the vicinity of the project:
   • 10” sewer main in Lone Star Road;
   • 12” water main on north side of Lone Star Road;
   • 8” pressure irrigation main on north side of Lone Star Road;
   • 10” sewer main in N Zion Park Drive;
   • 8” water main in W Kelby Ave;
   • 4” pressure irrigation main in W Kelby Ave;
• 8" sewer main in N Joseph Dr;
• 6" water main in N Joseph Dr; and,
• 6" pressure irrigation main near the terminus of N Joseph Drive at the north boundary of 1104 Lone Star Road.

4. The project will be required to construct utilities to and through the property at the time of development, as well as, provide looping/redundant connections for water and pressure irrigation.

Preliminary Plat Comments

1. The project consists of fewer than 100 lots; therefore, a Traffic Impact Study is not required per the criteria of the City’s 2015 Transportation Impact Study Policy.

2. The plat currently reflects a private sewer lift station and force main due to shallow existing sewer in N Zion Park Drive and constraining site grades. Any lift station and force main shall be private and owned and maintained solely by the Home Owner’s Association. Permitting for the lift station shall be through Idaho Department of Environmental Quality. The Applicant/Developer shall provide documentation at that time for long-term operation and maintenance and associated funding mechanism.

3. As an alternative to the lift station, the Nampa Engineering Division would support alternative designs for shallow sewer including upgrading of sewer laterals to water class pipe and Type “C” lateral connections in conjunction with filling the site.

4. The Joseph Drain runs through the property. The Applicant/Developer shall coordinate with Nampa & Meridian Irrigation District regarding the proposed road and utility crossings.

5. The property is not located within a defined floodplain.

6. The proposed 50' roadway section for Kelby Way and Joseph Drive does not meet the City standard. In addition, the proposed 40' roadway section is not an allowed public street width. The sections shall be revised at final design to adhere to Table 80.07 in Section 101 of the Nampa Engineering Development Process and Policy Manual.

7. Utility locations in the roadway shall be modified at final design to adhere to City Standard Drawing N-308A. Deviations will be allowed in some instances to avoid unnecessary utility crossings.

8. Pressure irrigation connection in N Joseph Drive should be to the existing 6” stub located at the rear of 1123 Briarwood Drive.

9. The Final Drainage Report shall adhere to Section 106 of the Nampa Engineering Development Process and Policy Manual and address the following comments:
   • SD Area 1 shall be expanded to include more of the lot frontage for the easterly lots.
   • Provide back-up for use of the proposed weighted runoff coefficient of 0.4, including assumptions for on lot impervious coverage.
   • Specify how rear lot drainage will be contained on the lot and reflect on the final grading plan, particularly since the proposed lots are relatively small.
   • Provide support for use of an 8-in/hr infiltration rate. The geotechnical report references an infiltration rate of 4-in/hr.
• Provide calculations for gutter/inlet capacity. All primary conveyance facilities shall be sized for the 50-year storm event.

Conditions of Approval

1. Dedicate the following public right-of-way across all properties at the time of annexation:
   • Lone Star Road – 50' from the Section Line.

2. Frontage road improvements shall be constructed in accordance with Nampa City Code Section 9-3-1. Local road widths shall be revised at final design to adhere to Table 80.07 in Section 101 of the Nampa Engineering Development Process and Policy Manual.

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

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

5. Utilities shall be constructed to and through the site at the time of property development/redevelopment, and at the sole expense of the Developer.

6. Applicant/Owner shall comply with all City Codes, Policies, and Standards in place at the time of individual property development/redevelopment.

7. Applicant shall address all street name comments identified in the letter from Nampa Engineering Division prior to Final Plat submittal.
CORRECTED ORDINANCE NO. 4396

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO, DETERMINING THAT SIXTEEN (16) STREET RIGHT-OF-WAY SEGMENTS LAY CONTIGUOUS TO THE CITY LIMITS OF NAMPA, CANYON COUNTY, IDAHO, AND THAT SAID SEGMENTS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND BE ASSIGNED A ZONING DESIGNATION CORRESPONDING TO ADJOINING PRIVATE LANDS; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DETERMINING THAT NINE (9) STREET RIGHT-OF-WAY SEGMENTS SHOULD BE DE-ANNEXED FROM 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, AND, IN THE CASE OF DE-ANNEXATIONS, REMOVE SAID PROPERTY FROM 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.

WHEREAS, Ordinance No. 4396 was originally passed by the Nampa City Council and approved by the Mayor on September 4, 2018, following all required public notice and hearing procedures;

WHEREAS, said Ordinance was recorded on September 10, 2018, in the office of the Canyon County Recorder, Canyon County, Idaho, as Instrument No. 2018-040281;

WHEREAS, it was thereafter discovered that said ordinance contained errors in two of the legal descriptions referred to as exhibits to said ordinance (specifically, Exhibits A-13 and B-7);

WHEREAS, the City wishes to correct said ordinance, re-record it, and re-publish the summary thereof to correct the above-referenced errors and to, therefore, bring into effect the intended annexation and zoning with respect to the property described in Exhibit A-13, and the intended de-annexation with respect to the property described in Exhibit B-7.

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 the City Engineer’s request for annexation of various street right of way segments (Case Nos. ANN 085-

Section 2. That the following described street right-of-way segment, consisting of approximately 0.095 acres, more or less, located on Cherry Lane, and all thereof, be, and the same is hereby, ANNEXED into the corporate limits of the City of Nampa and is hereby zoned, to the centerline of the street right-of-way segment, corresponding to the one or more zoning designations of private lands adjacent to said street right-of-way segment, as shown on the official zoning map and other area maps of the City of Nampa, Idaho:

See Exhibit “A-1,” attached hereto and made a part hereof by this reference.

Section 3. That the following described street right-of-way segment, consisting of approximately 1.296 acres, more or less, located on Cherry Lane, and all thereof, be, and the same is hereby, ANNEXED into the corporate limits of the City of Nampa and is hereby zoned, to the centerline of the street right-of-way segment, corresponding to the one or more zoning designations of private lands adjacent to said street right-of-way segment, as shown on the official zoning map and other area maps of the City of Nampa, Idaho:

See Exhibit “A-2,” attached hereto and made a part hereof by this reference.

Section 4. That the following described street right-of-way segment, consisting of approximately 1.404 acres, more or less, located on Railroad Street, and all thereof, be, and the same is hereby, ANNEXED into the corporate limits of the City of Nampa and is hereby zoned, to the centerline of the street right-of-way segment, corresponding to the one or more zoning designations of private lands adjacent to said street right-of-way segment, as shown on the official zoning map and other area maps of the City of Nampa, Idaho:

See Exhibit “A-3,” attached hereto and made a part hereof by this reference.

Section 5. That the following described street right-of-way segment, consisting of approximately 0.629 acres, more or less, located on Lake Lowell Avenue, and all thereof, be, and the same is hereby, ANNEXED into the corporate limits of the City of Nampa and is hereby zoned, to the centerline of the street right-of-way segment, corresponding to the one or more zoning designations of private lands adjacent to said street right-of-way segment, as shown on the official zoning map and other area maps of the City of Nampa, Idaho:

See Exhibit “A-4,” attached hereto and made a part hereof by this reference.

Section 6. That the following described street right-of-way segment, consisting of approximately 0.120 acres, more or less, located on Happy Valley Road, and all thereof, be, and the same is hereby, ANNEXED into the corporate limits of the City of Nampa and is hereby zoned, to the centerline of the street right-of-way segment, corresponding to the one or more zoning designations of private lands adjacent to said street right-of-way segment, as shown on the official
zoning map and other area maps of the City of Nampa, Idaho:

See Exhibit “A-5,” attached hereto and made a part hereof by this reference.

Section 7. That the following described street right-of-way segment, consisting of approximately 0.299 acres, more or less, located on Star Road, and all thereof, be, and the same is hereby, ANNEXED into the corporate limits of the City of Nampa and is hereby zoned, to the centerline of the street right-of-way segment, corresponding to the one or more zoning designations of private lands adjacent to said street right-of-way segment, as shown on the official zoning map and other area maps of the City of Nampa, Idaho:

See Exhibit “A-6,” attached hereto and made a part hereof by this reference.

Section 8. That the following described street right-of-way segment, consisting of approximately 0.597 acres, more or less, located on Star Road, and all thereof, be, and the same is hereby, ANNEXED into the corporate limits of the City of Nampa and is hereby zoned, to the centerline of the street right-of-way segment, corresponding to the one or more zoning designations of private lands adjacent to said street right-of-way segment, as shown on the official zoning map and other area maps of the City of Nampa, Idaho:

See Exhibit “A-7,” attached hereto and made a part hereof by this reference.

Section 9. That the following described street right-of-way segment, consisting of approximately 1.081 acres, more or less, located on Powerline Road, and all thereof, be, and the same is hereby, ANNEXED into the corporate limits of the City of Nampa and is hereby zoned, to the centerline of the street right-of-way segment, corresponding to the one or more zoning designations of private lands adjacent to said street right-of-way segment, as shown on the official zoning map and other area maps of the City of Nampa, Idaho:

See Exhibit “A-8,” attached hereto and made a part hereof by this reference.

Section 10. That the following described street right-of-way segment, consisting of approximately 1.090 acres, more or less, located on Ten Lane, and all thereof, be, and the same is hereby, ANNEXED into the corporate limits of the City of Nampa and is hereby zoned, to the centerline of the street right-of-way segment, corresponding to the one or more zoning designations of private lands adjacent to said street right-of-way segment, as shown on the official zoning map and other area maps of the City of Nampa, Idaho:

See Exhibit “A-9,” attached hereto and made a part hereof by this reference.

Section 11. That the following described street right-of-way segment, consisting of approximately 2.222 acres, more or less, located on Ustick Road, and all thereof, be, and the same is hereby, ANNEXED into the corporate limits of the City of Nampa and is hereby zoned, to the centerline of the street right-of-way segment, corresponding to the one or more zoning
designations of private lands adjacent to said street right-of-way segment, as shown on the official zoning map and other area maps of the City of Nampa, Idaho:

See Exhibit “A-10,” attached hereto and made a part hereof by this reference.

Section 12. That the following described street right-of-way segment, consisting of approximately 0.103 acres, more or less, located on Greenhurst Road, and all thereof, be, and the same is hereby, ANNEXED into the corporate limits of the City of Nampa and is hereby zoned, to the centerline of the street right-of-way segment, corresponding to the one or more zoning designations of private lands adjacent to said street right-of-way segment, as shown on the official zoning map and other area maps of the City of Nampa, Idaho:

See Exhibit “A-11,” attached hereto and made a part hereof by this reference.

Section 13. That the following described street right-of-way segment, consisting of approximately 0.076 acres, more or less, located on Greenhurst Road, and all thereof, be, and the same is hereby, ANNEXED into the corporate limits of the City of Nampa and is hereby zoned, to the centerline of the street right-of-way segment, corresponding to the one or more zoning designations of private lands adjacent to said street right-of-way segment, as shown on the official zoning map and other area maps of the City of Nampa, Idaho:

See Exhibit “A-12,” attached hereto and made a part hereof by this reference.

Section 14. That the following described street right-of-way segment, consisting of approximately 0.227 acres, more or less, located on Roosevelt Avenue, and all thereof, be, and the same is hereby, ANNEXED into the corporate limits of the City of Nampa and is hereby zoned, to the centerline of the street right-of-way segment, corresponding to the one or more zoning designations of private lands adjacent to said street right-of-way segment, as shown on the official zoning map and other area maps of the City of Nampa, Idaho:

See Exhibit “A-13,” attached hereto and made a part hereof by this reference.

Section 15. That the following described street right-of-way segment, consisting of approximately 0.594 acres, more or less, located on Orchard Avenue, and all thereof, be, and the same is hereby, ANNEXED into the corporate limits of the City of Nampa and is hereby zoned, to the centerline of the street right-of-way segment, corresponding to the one or more zoning designations of private lands adjacent to said street right-of-way segment, as shown on the official zoning map and other area maps of the City of Nampa, Idaho:

See Exhibit “A-14,” attached hereto and made a part hereof by this reference.

Section 16. That the following described street right-of-way segment, consisting of approximately 0.153 acres, more or less, located on Orchard Avenue, and all thereof, be, and the same is hereby, ANNEXED into the corporate limits of the City of Nampa and is hereby zoned, to
the centerline of the street right-of-way segment, corresponding to the one or more zoning
designations of private lands adjacent to said street right-of-way segment, as shown on the official
zoning map and other area maps of the City of Nampa, Idaho:

See Exhibit “A-15,” attached hereto and made a part hereof by this reference.

Section 17. That the following described street right-of-way segment, consisting of
approximately 0.233 acres, more or less, located on Orchard Avenue, and all thereof, be, and the
same is hereby, ANNEXED into the corporate limits of the City of Nampa and is hereby zoned, to
the centerline of the street right-of-way segment, corresponding to the one or more zoning
designations of private lands adjacent to said street right-of-way segment, as shown on the official
zoning map and other area maps of the City of Nampa, Idaho:

See Exhibit “A-16,” attached hereto and made a part hereof by this reference.

Section 18. That the following described street right-of-way segment, consisting of
approximately 0.287 acres, more or less, located on Madison Avenue, and all thereof, should be
and hereby is DE-ANNEXED from the corporate limits of the City of Nampa, Idaho, and, as of
the effective date of this ordinance, is returned to un-incorporated Canyon County, shall be subject
to all of the statutes pertaining to Canyon County, and all ordinances, resolutions, police
regulations, taxation, and other powers of Canyon County, and that all persons (if any) and
property within said de-annexed territory shall be and are entitled to all benefits and rights as are
the persons and property presently within the un-incorporated limits of Canyon County:

See Exhibit “B-1,” attached hereto and made a part hereof by this reference.

Section 19. That the following described street right-of-way segment, consisting of
approximately 1.517 acres, more or less, located on Can-Ada Road, and all thereof, should be and
hereby is DE-ANNEXED from the corporate limits of the City of Nampa, Idaho, and, as of the
effective date of this ordinance, is returned to un-incorporated Canyon County, shall be subject to
all of the statutes pertaining to Canyon County, and all ordinances, resolutions, police regulations,
taxation, and other powers of Canyon County, and that all persons (if any) and property within
said de-annexed territory shall be and are entitled to all benefits and rights as are the persons and
property presently within the un-incorporated limits of Canyon County:

See Exhibit “B-2,” attached hereto and made a part hereof by this reference.
Section 20. That the following described street right-of-way segment, consisting of approximately 1.596 acres, more or less, located on Happy Valley Road, and all thereof, should be and hereby is DE-ANNEXED from the corporate limits of the City of Nampa, Idaho, and, as of the effective date of this ordinance, is returned to un-incorporated Canyon County, shall be subject to all of the statutes pertaining to Canyon County, and all ordinances, resolutions, police regulations, taxation, and other powers of Canyon County, and that all persons (if any) and property within said de-annexed territory shall be and are entitled to all benefits and rights as are the persons and property presently within the un-incorporated limits of Canyon County:

See Exhibit “B-3,” attached hereto and made a part hereof by this reference.

Section 21. That the following described street right-of-way segment, consisting of approximately 0.204 acres, more or less, located on Happy Valley Road, and all thereof, should be and hereby is DE-ANNEXED from the corporate limits of the City of Nampa, Idaho, and, as of the effective date of this ordinance, is returned to un-incorporated Canyon County, shall be subject to all of the statutes pertaining to Canyon County, and all ordinances, resolutions, police regulations, taxation, and other powers of Canyon County, and that all persons (if any) and property within said de-annexed territory shall be and are entitled to all benefits and rights as are the persons and property presently within the un-incorporated limits of Canyon County:

See Exhibit “B-4,” attached hereto and made a part hereof by this reference.

Section 22. That the following described street right-of-way segment, consisting of approximately 0.802 acres, more or less, located on Lake Lowell Avenue, and all thereof, should be and hereby is DE-ANNEXED from the corporate limits of the City of Nampa, Idaho, and, as of the effective date of this ordinance, is returned to un-incorporated Canyon County, shall be subject to all of the statutes pertaining to Canyon County, and all ordinances, resolutions, police regulations, taxation, and other powers of Canyon County, and that all persons (if any) and property within said de-annexed territory shall be and are entitled to all benefits and rights as are the persons and property presently within the un-incorporated limits of Canyon County:

See Exhibit “B-5,” attached hereto and made a part hereof by this reference.

Section 23. That the following described street right-of-way segment, consisting of approximately 1.071 acres, more or less, located on Cherry Lane, and all thereof, should be and hereby is DE-ANNEXED from the corporate limits of the City of Nampa, Idaho, and, as of the effective date of this ordinance, is returned to un-incorporated Canyon County, shall be subject to all of the statutes pertaining to Canyon County, and all ordinances, resolutions, police regulations, taxation, and other powers of Canyon County, and that all persons (if any) and property within said de-annexed territory shall be and are entitled to all benefits and rights as are the persons and property presently within the un-incorporated limits of Canyon County:

See Exhibit “B-6,” attached hereto and made a part hereof by this reference.

Section 24. That the following described street right-of-way segment, consisting of approximately 0.534 acres, more or less, located on Cherry Lane, and all thereof, should be and
hereby is DE-ANNEXED from the corporate limits of the City of Nampa, Idaho, and, as of the effective date of this ordinance, is returned to un-incorporated Canyon County, shall be subject to all of the statutes pertaining to Canyon County, and all ordinances, resolutions, police regulations, taxation, and other powers of Canyon County, and that all persons (if any) and property within said de-annexed territory shall be and are entitled to all benefits and rights as are the persons and property presently within the un-incorporated limits of Canyon County:

See Exhibit “B-7,” attached hereto and made a part hereof by this reference.

Section 25. That the following described street right-of-way segment, consisting of approximately 1.630 acres, more or less, located on Orchard Avenue, and all thereof, should be and hereby is DE-ANNEXED from the corporate limits of the City of Nampa, Idaho, and, as of the effective date of this ordinance, is returned to un-incorporated Canyon County, shall be subject to all of the statutes pertaining to Canyon County, and all ordinances, resolutions, police regulations, taxation, and other powers of Canyon County, and that all persons (if any) and property within said de-annexed territory shall be and are entitled to all benefits and rights as are the persons and property presently within the un-incorporated limits of Canyon County.

See Exhibit “B-8,” attached hereto and made a part hereof by this reference:

Section 26. That the City Engineer and the Planning & Zoning Director of the City of Nampa, Idaho, are hereby instructed to designate the above described annexed properties on the official zoning map and other area maps of the City of Nampa, Idaho, as lying within the city limits and zoned in accordance with the designations assigned above, and to show the above-described de-annexed properties as no longer lying within the city limits of the City of Nampa, Idaho.

Section 27. All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

Section 28. This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.
Section 29. 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 ______________________________
DEBBIE KLING, Mayor

Attest:

______________________________
City Clerk, or Deputy
STATE OF IDAHO  
)  
) ss.
COUNTY OF CANYON  
)

On this _____ day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Idaho, appeared DEBBIE KLING, known to me to be the Mayor of the City of Nampa, Canyon County, Idaho, that executed said instrument, and acknowledged to me that such City of Nampa executed the same.

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

______________________________________________________________
NOTARY PUBLIC FOR IDAHO
Residence: ____________________________
My Commission Expires: _____________

*SEAL

STATE OF IDAHO  
)  
) ss.
COUNTY OF CANYON  
)

On this _____ day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Idaho, appeared ______________________, known to me to be the City Clerk, or Deputy City Clerk, of the City of Nampa, Canyon County, Idaho, that executed said instrument, and acknowledged to he or she executed said instrument in said official capacity.

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

______________________________________________________________
NOTARY PUBLIC FOR IDAHO
Residence: ____________________________
My Commission Expires: _____________

*SEAL
Exhibit A-1

ANNEXATION DESCRIPTION FOR
THE CITY OF NAMPA, IDAHO

CHERRY LANE
ANNEXATION No. 1

A description for annexation purposes located in the SW¼ of the SE¼ of Section 3, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at a 5/8 inch diameter iron pin marking the southeasterly corner of said SW¼ of the SE¼, from which a brass cap monument marking the southwesterly corner of said SW ¼ of the SE¼ bears S 89°51'58" W a distance of 1322.54 feet;

Thence S 89°51'58" W along the southerly boundary of said SW¼ of the SE¼ a distance of 165.00 feet to a 5/8 inch diameter iron pin on the extension of the easterly boundary of SUMMERSBY SUBDIVISION as shown in Book 31 of Plats at Page 8 in the office of the Recorder, Canyon County, Idaho;

Thence leaving said southerly boundary N 0°20'49" W along said extended boundary a distance of 25.00 feet to a point;

Thence leaving said extended boundary N 89°51'58" E a distance of 165.00 feet to a point on the easterly boundary of said SW ¼ of the SE ¼;

Thence S 0°20'49" E along said easterly boundary a distance of 25.00 feet to the POINT OF BEGINNING.

This parcel contains 4,125 square feet (0.095 acres).

This description was prepared from record information and no field survey has been done. Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants,
Incorporated January 12, 2018
Exhibit A-2

ANNEXATION DESCRIPTION
FOR THE CITY OF NAMPA, IDAHO

CHERRY LANE ANNEXATION No. 2

A description for annexation purposes located in the SE¼ of the SE¼ of Section 4 and
the NE¼ of the NE¼ of Section 9, Township 3 North, Range 2 West, Boise Meridian,
Canyon County, Idaho, more particularly described as follows:

BEGINNING at a brass cap monument marking the southeasterly corner of said SE¼ of
the SE¼, from which a 3/4 inch diameter iron pipe marking the southwesterly corner of
the SE ¼ of said Section 4 bears N 89°37'52" W a distance of 2653.14 feet;

Thence S 0° 29'56" W along the easterly boundary of said NE¼ of the NE¼ a distance
of 25.00 feet to a point;

Thence leaving said easterly boundary N 89°37'52" W a distance of 1120.18 feet to a
point on the southwesterly boundary of the Oregon Shortline Railroad;

Thence N 18°44'39" W along said southwesterly boundary a distance of 52.92 feet to a
point;

Thence leaving said southwesterly boundary S 89°37'52" E a distance of 1137.56 feet
to a point on the easterly boundary of said SE¼ of the SE¼;

Thence S 0° 22'00" W along said easterly boundary a distance of 25.00 feet to the POINT OF
BEGINNING.

This parcel contains 56,444 square feet (1.296 acres).

This description was prepared from record information and no field survey has been done.

Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants,
Incorporated January 12, 2018
Exhibit A-3

ANNEXATION DESCRIPTION FOR
THE CITY OF NAMPA, IDAHO
RAILROAD STREET ANNEXATION

A description for annexation purposes located in the SE ¼ Section 36, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the southeasterly corner of said SE¼, from which a 5/8 inch diameter iron pin marking the northeasterly corner of said SE ¼ bears N 0°10'43" W a distance of 2642.04 feet;

Thence N 0°10'43" W along the easterly boundary of said SE ¼ a distance of 1100.57 feet to a point on the northeasterly right-of-way of the Oregon Shortline Railroad;

Thence along said northeasterly right-of-way the following described courses:

Thence leaving said easterly boundary N 55°24'55" W a distance of 901.17 feet to a point;

Thence a distance of 236.03 feet along the arc of a 11359.16 foot radius curve right, said curve having a central angle of 1°11'26" and a long chord bearing N 54°49'12" W a distance of 236.03 feet to the POINT OF BEGINNING;

Thence a distance of 1230.69 feet along the arc of a 11359.16 foot radius curve right, said curve having a central angle of 6°12'27" and a long chord bearing N 51°07'15" W a distance of 1230.09 feet to a point;

Thence leaving said northeasterly right-of-way N 12°57'57" E a distance of 57.22 feet to a point;

Thence a distance of 1215.93 feet along the arc of a 11309.16 foot radius non-tangent curve left, said curve having a radius point bearing N 42°07'25" E, a central angle of 6°09'37" and a long chord bearing S 50°57'24" E a distance of 1215.34 feet to a point;

(legal description continued on next page)
Thence S 0°46'00" E a distance of 62.31 feet to the POINT OF

BEGINNING. This parcel contains 61,166 square feet (1.404 acres).

This description was prepared from record information and no field survey has been done.

Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants, Incorporated
January 12, 2018
ANNEXATION DESCRIPTION FOR
THE CITY OF NAMPA, IDAHO

LAKE LOWELL AVENUE ANNEXATION

A description for annexation purposes located in the SW 1/4 of the SE 1/4 of Section 30, and the NW 1/4 of the NE 1/4 of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at a 5/8 inch diameter iron pin marking the southwesterly corner of said SW 1/4 of the SE 1/4, from which a 5/8 inch diameter iron pin marking the southeasterly corner of the SE 1/4 of said Section 30 bears S 89°27'45" E a distance of 2646.17 feet;

Thence N 0°31'08" E along the westerly boundary of said SW 1/4 of the SE 1/4 a distance of 25.00 feet to a point;

Thence leaving said westerly boundary S 89°27'45" E a distance of 547.34 feet to a point; Thence S 0°32'16" E a distance of 50.01 feet to a point;

Thence N 89°27'45" W a distance of 548.10 feet to a point on the westerly boundary of said NW 1/4 of the NE 1/4;

Thence N 0°08'45" E along said easterly boundary a distance of 25.00 feet to the POINT OF BEGINNING.

This parcel contains 27,388 square feet (0.629 acres).

This description was prepared from record information and no field survey has been done. Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants,
Incorporated January 12, 2018
ANNEXATION DESCRIPTION FOR THE
CITY OF NAMPA, IDAHO

HAPPY VALLEY ROAD ANNEXATION

A description for annexation purposes located in Government Lot 1 of Section 1, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the northeasterly corner of said Government Lot 1, from which a 5/8 inch diameter iron pin marking the southeasterly corner of the NE¼ said Section 1 bears S 0°46'49" W a distance of 2845.18 feet;

Thence S 0°46'49" W along the easterly boundary of said Government Lot 1 a distance of 355.88 feet to the POINT OF BEGINNING;

Thence continuing S 0°46'49" W a distance of 209.86 feet to a point;

Thence leaving said easterly boundary N 89°14'17" W a distance of 25.00 feet to a point; Thence N 0°46'49" E a distance of 209.86 feet to a point;

Thence S 89°15'01" E a distance of 25.00 feet to the POINT OF BEGINNING. This parcel contains 5,247 square feet (0.120 acres).

This description was prepared from record information and no field survey has been done.

Prepared by: Glenn K.
Bennett, PLS Civil Survey
Consultants, Incorporated
January 12, 2018
ANNEXATION DESCRIPTION FOR
THE CITY OF NAMPA, IDAHO

STAR ROAD ANNEXATION No. 1

A description for annexation purposes located in the NW¼ of Section 17, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the northwesterly corner of said NW ¼, from which a brass cap monument marking the southwesterly corner of said NW ¼ bears S 0°38'40" W a distance of 2630.93 feet;

Thence S 0°38'40" W along the westerly boundary of said NW¼ a distance of 307.55 feet to the POINT OF BEGINNING;

Thence continuing S 0°38'40" W a distance of 520.33 feet to a point;

Thence leaving said westerly boundary S 89°06'02" E a distance of 25.00 feet to a point; Thence N 0°38'40" E a distance of 520.33 feet to a point;

Thence N 89°06'02" W a distance of 25.00 feet to the POINT OF

BEGINNING. This parcel contains 13,008 square feet (0.299 acres).

This description was prepared from record information and no field survey has been done.

Prepared by: Glenn K.
Bennett, PLS Civil Survey
Consultants, Incorporated
January 12, 2018
Exhibit A-7

ANNEXATION DESCRIPTION FOR
THE CITY OF NAMPA, IDAHO

STAR ROAD ANNEXATION No. 2

A description for annexation purposes located in the NW ¼ of Section 17, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the northwesterly corner of said NW ¼, from which a brass cap monument marking the southwesterly corner of said NW ¼ bears S 0°38'40" W a distance of 2630.93 feet;

Thence S 0°38'40" W along the westerly boundary of said NW ¼ a distance of 960.43 feet to the POINT OF BEGINNING;

Thence continuing S 0°38'40" W a distance of 1039.21 feet to a point on the northeasterly right-of-way of Interstate 84;

Thence leaving said westerly boundary and along said northeasterly right-of-way a distance of 25.12 feet along the arc of a 28,747.908foot radius non-tangent curve right, said curve having a radius point bearing S 6°12'51" E, a central angle of 0°03'00" and a long chord bearing S 83°48'39" E a distance of 25.12 feet to a point;

Thence leaving said northeasterly right-of-way N 0°38'40" E a distance of 1041.64 feet to a point; Thence N 89°21'40" W a distance of 25.00 feet to the POINT OF BEGINNING.

This parcel contains 26,011 square feet (0.597 acres).

This description was prepared from record information and no field survey has been done.

Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants,
Incorporated January 12, 2018
ANNEXATION DESCRIPTION
FOR THE CITY OF NAMPA, IDAHO

POWERLINE ROAD
ANNEXATION

A description for annexation purposes located in the NW ¼ of Section 2 and the NE ¼ of Section 3, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at a brass cap monument marking the southwesterly corner of said NW ¼, from which a brass cap monument marking the northwesterly corner of said NW ¼ bears NORTH a distance of 2884.64 feet;

Thence N 89°48'27" E along the southerly boundary of said NW ¼ a distance of 25.00 feet to a point;

Thence leaving said southerly boundary NORTH a distance of 1225.00 feet to a point;

Thence S 89°48'00" W a distance of 25.00 feet to a point on the westerly boundary of said NW ¼;

Thence SOUTH along said westerly boundary a distance of 566.50 feet to a point;

Thence leaving said westerly boundary N 89°30'56" W a distance of 25.00 feet to a point; Thence SOUTH a distance of 658.79 feet to a point on the southerly boundary of said NE ¼; Thence N 89°48'27" E along said southerly boundary a distance of 25.00 feet to the POINT OF BEGINNING.

This parcel contains 47,091 square feet (1.081 acres).

This description was prepared from record information and no field survey has been done. Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants,
Incorporated January 12, 2018

[Stamp]
Exhibit A-9

ANNEXATION DESCRIPTION FOR
THE CITY OF NAMPA, IDAHO

TEN LANE ANNEXATION

A description for annexation purposes located in the NW¼ of Section 9, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at a 5/8 inch diameter iron pin marking the southeasterly corner of said NW¼, from which a 5/8 inch diameter iron pin marking the northeasterly corner of said NW ¼ bears N 0°39'50" E a distance of 2561.64 feet;

Thence N 0°39'50" E along the easterly boundary of said NW¼ a distance of 1898.73 feet to a point;

Thence leaving said easterly boundary N 89°38'37" W a distance of 25.00 feet to a point;

Thence S 0°39'50" W a distance of 1898.75 feet to a point on the southerly boundary of said NW¼;

Thence S 89°40'50" E along said southerly boundary a distance of 25.00 feet to the POINT OF BEGINNING.

This parcel contains 47,468 square feet (1.090 acres).

This description was prepared from record information and no field survey has been done. Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants, Incorporated January 12, 2018
ANNEXATION DESCRIPTION
FOR THE CITY OF NAMPA, IDAHO

USTICK ROAD
ANNEXATION

A description for annexation purposes located in the NE¼ of Section 3, Township 3 North, Range 2 West and the SE ¼ of Section 34, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the southeasterly corner of said SE¼, from which a brass cap monument marking the southwesterly corner of said SE¼ bears N 89°30'18" W a distance of 2561.64 feet;

Thence N 89°30'18" W along the southerly boundary of said SE¼ a distance of 293.77 feet to the POINT OF BEGINNING;

Thence leaving said southerly boundary N 0°29'42" E a distance of 48.00 feet to a point on the northerly right-of-way of Ustick Road; Thence N 89°30'18" W along said northerly right-of-way a distance of 353.16 feet to a point; Thence leaving said northerly right-of-way S 0°06'01" W a distance of 23.00 feet to a point; Thence N 89°30'18" W a distance of 985.13 feet to a point; Thence S 0°01'26" W a distance of 50.00 feet to a point; Thence S 89°30'18" E a distance of 466.96 feet to a point; Thence S 0°26'20" W a distance of 25.00 feet to a point on the southerly right-of-way of Ustick Road; Thence S 89°30'18" E along said southerly right-of-way a distance of 870.74 feet to a point; Thence leaving said southerly right-of-way N 0°29'42" E a distance of 50.00 feet to the POINT OF BEGINNING.

This parcel contains 96,776 square feet (2.222 acres).

This description was prepared from record information and no field survey has been done.

Prepared by: Glenn K.
Bennett, PLS Civil Survey
Consultants, Incorporated
January 12, 2018
Exhibit A-11

ANNEXATION DESCRIPTION
FOR THE CITY OF NAMPA, IDAHO

GREENHURST ROAD ANNEXATION No. 1

A description for annexation purposes located in Government Lot 4 of Section 4, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at a 5/8 inch diameter iron pin marking the northeasterly corner of said Government Lot 4, from which a 5/8 inch diameter iron pin marking the northwesterly corner of said Government Lot 4 bears S 89°57'57" W a distance of 1323.40 feet;

Thence S 89°57'57" W along the northerly boundary of said Government Lot 4 a distance of 180.00 feet to a point;

Thence leaving said northerly boundary S 0°00'15" W a distance of 25.00 feet to a point;

Thence N 89°57'57" E a distance of 180.00 feet to a point on the easterly boundary of said Government Lot 4;

Thence N 0°00'15" E along said easterly boundary a distance of 25.00 feet to the POINT OF BEGINNING.

This parcel contains 4,500 square feet (0.103 acres).

This description was prepared from record information and no field survey has been done.

Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants,
Incorporated January 12, 2018
Exhibit A-12

ANNEXATION DESCRIPTION
FOR THE CITY OF NAMPA, IDAHO

GREENHURST ROAD ANNEXATION No. 2

A description for annexation purposes located in Government Lot 3 of Section 4, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the northwesterly corner of said Government Lot 3, from which a 5/8 inch diameter iron pin marking the northeasterly corner of said Government Lot 3 bears N 89°58'23" E a distance of 1323.60 feet;

Thence N 89°58'23" E along the northerly boundary of said Government Lot 3 a distance of 39.01 feet to the POINT OF BEGINNING;

Thence continuing N 89°58'23" E a distance of 133.69 feet to a point;

Thence leaving said northerly boundary S 4°23'00" E a distance of 25.07 feet to a point; Thence S 89°58'23" W a distance of 131.06 feet to a point;

Thence N 10°17'45" W a distance of 25.41 feet to the POINT OF BEGINNING. This parcel contains 3,309 square feet (0.076 acres).

This description was prepared from record information and no field survey has been done.

Prepared by: Glenn K.
Bennett, PLS Civil Survey
Consultants, Incorporated
January 12, 2018
EXHIBIT "A-13"

ANNEXATION DESCRIPTION
FOR THE CITY OF NAMPA, IDAHO

ROOSEVELT AVENUE ANNEXATION

A description for annexation purposes located in the SE ¼ of the NW ¼ of Section 28, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the southeasterly corner of said SE ¼ of the NW ¼, from which a brass cap monument marking the southwesterly corner of the NW ¼ of said Section 28 bears N 89°29’16” W a distance of 2626.70 feet;

Thence N 89°29’16” W along the southerly boundary of said SE ¼ of the NW ¼ a distance of 70.37 feet to a point;

Thence leaving said southerly boundary N 0°12’21” E a distance of 25.00 feet to the POINT OF BEGINNING;

Thence continuing N 0°12’21” E a distance of 40.00 feet to a point;

Thence N 89°29’16” W a distance of 247.74 feet to a point;

Thence S 0°12’31” W a distance of 40.00 feet to a point on the northerly right-of-way of W Roosevelt Ave;

Thence S 89°29’16” E along said right-of-way a distance of 247.75 feet to the POINT OF BEGINNING.

This parcel contains 9,910 square feet (0.227 acres).

This description was prepared from record information and no field survey has been done.

Prepared by: Kyle A. Koomler, PLS
Civil Survey Consultants, Incorporated
August 21, 2019
EXHIBIT B
SKETCH TO ACCOMPANY ANNEXATION DESCRIPTION FOR THE CITY OF NAMPA
LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 28,
TOWNSHIP 3 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO

THE COTTONWOODS
UNIT NO. 3

RECORD OF SURVEY
INST. NO. 9202404

TUITE'S SUBDIVISION
LOT 14

RECORD OF SURVEY
INST. NO. 200115016

ANNEXATION AREA
9,910 S.F. (0.227 ACRES)

R 1523200000
N 89'29"16" W 247.74'

R 1523000000
L-1

DEEDED RIGHT-OF-WAY
INST. NO. 200116263

POINT OF BEGINNING
25.00'

W 1/4
W ROOSEVELT AVE
N 89'29"16" W 2626.70'
BASIS OF BEARING

2556.33'

70.37'

C 1/4

SCALE: 1"=50'

LINE DATA

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<tr>
<td>L-2</td>
<td>S 0°12'31&quot; W</td>
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</tbody>
</table>

CIVIL SURVEY CONSULTANTS, INC.
2893 SOUTH MERIDIAN ROAD
MERIDIAN, IDAHO 83642
(208)888-4312

LICENSED SURVEYOR
STATE OF IDAHO
18780
8-21-19

KYLE A. KOOMLER
Exhibit A-14

ANNEXATION DESCRIPTION
FOR THE CITY OF NAMPA, IDAHO

ORCHARD AVENUE ANNEXATION No. 1

A description for annexation purposes located in the SW ¼ of Section 17, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the southwesterly corner of said SW¼, from which a 5/8 inch diameter iron pin marking the southeasterly corner of said SW ¼ bears S 89°25'32" E a distance of 2649.79 feet;

Thence S 89°25'32" E along the southerly boundary of said SW¼ a distance of 625.00 feet to the POINT OF BEGINNING;

Thence continuing S 89°25'32" E a distance of 1035.34 feet to a point;

Thence leaving said southerly boundary N 0°31'25" E a distance of 25.00 feet to a point; Thence N 89°25'32" W a distance of 1035.40 feet to a point;

Thence S 0°22'33" W a distance of 25.00 feet to the POINT OF BEGINNING.

This parcel contains 25,884 square feet (0.594 acres).

This description was prepared from record information and no field survey has been done.

Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants,
Incorporated January 18, 2018
ANNEXATION DESCRIPTION
FOR THE CITY OF NAMPA, IDAHO

ORCHARD AVENUE ANNEXATION No. 2

A description for annexation purposes located in the SW¼ of Section 17, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the southwesterly corner of said SW ¼, from which a 5/8 inch diameter iron pin marking the southeasterly corner of said SW ¼ bears S 89°25'32" E a distance of 2649.79 feet;

Thence S 89°25'32" E along the southerly boundary of said SW ¼ a distance of 1720.34 feet to the POINT OF BEGINNING;

Thence continuing S 89°25'32" E a distance of 267.00 feet to a point;

Thence leaving said southerly boundary N 0°31'25" E a distance of 25.00 feet to a point; Thence N 89°25'32" W a distance of 267.00 feet to a point;

Thence S 0°31'25" W a distance of 25.00 feet to the POINT OF BEGINNING

NG. This parcel contains 6,675 square feet (0.153 acres).

This description was prepared from record information and no field survey has been done.

Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants,
Incorporated January 18, 2018
ANNEXATION DESCRIPTION FOR THE
CITY OF NAMPA, IDAHO

ORCHARD AVENUE ANNEXATION No. 3

A description for annexation purposes located in the SW¼ of Section 17, Township 3 North,
Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the southwesterly corner of said SW¼, from
which a 5/8 inch diameter iron pin marking the southeasterly corner of said SW¼ bears
S 89°25'32" E a distance of 2649.79 feet;

Thence S 89°25'32" E along the southerly boundary of said SW¼ a distance of 2137.34 feet to
the POINT OF BEGINNING;

Thence continuing S 89°25'32" E a distance of 405.45 feet to a point;

Thence leaving said southerly boundary N 0°31'25" E a distance of 25.00 feet to a point;

Thence N 89°25'32" W a distance of 405.45 feet to a point;

Thence S 0°31'25" W a distance of 25.00 feet to the POINT OF BEGINNING.

This parcel contains 10,137 square feet (0.233 acres).

This description was prepared from record information and no field survey has been done.

Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants,
Incorporated January 18, 2018
De-Annexation of a portion of right-of-way of Orchard Ave, Lake Lowell Ave, Madison Ave, Can-Ada Road, S. Happy Valley Road and Cherry Lane, And Annexation and zoning to adjacent zoning for a portion of right-of-way of Star Road, S. Powerline Road, Ustick Road, Greenhurst Road, Roosevelt Ave, W. Railroad St., Lake Lowell Ave., Orchard Ave, Cherry Lane, and Ten Lane. For the City of Nampa (DANX 007-18, DANX 008-18, DANX 009-18, DANX 010-18, DANX 011-18, DANX 012-18, ANN 085-18, ANN 086-18, ANN089-18, ANN090-18, ANN091-18, ANN093-18, ANN094-18, ANN095-18, ANN 096-18, ANN097-18, ANN 098-18)
Exhibit B-1
DE-ANNEXATION
DESCRIPTION FOR THE
CITY OF NAMPA, IDAHO

MADISON AVENUE DE-ANNEXATION

A description for de-annexation purposes located in the SE¼ of the NW¼ of Section 10, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the southeasterly corner of said SE¼ of the NW¼, from which an aluminum cap monument marking the northeasterly corner of said SE¼ of the NW¼ bears N 0°15'09" W a distance of 1324.62 feet;

Thence N 0°15'09" W along the easterly boundary of said SE¼ of the NW¼ a distance of 350.00 feet to the POINT OF BEGINNING;

Thence continuing N 0°15'09" W a distance of 312.31 feet to a point;

Thence leaving said easterly boundary S 89°53'19" W a distance of 40.00 feet to a point on the westerly right-of-way of Madison Avenue;

Thence S 0°15'09" E along said westerly right-of-way a distance of 312.31 feet to a point;

Thence leaving said westerly right-of-way N 89°53'27" E a distance of 40.00 feet to the POINT OF BEGINNING.

This parcel contains 12,492 square feet (0.287 acres).

This description was prepared from record information and no field survey has been done. Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants,
Incorporated January 12, 2018
Exhibit B-2

DE-ANNEXATION
DESCRIPTION FOR THE
CITY OF NAMPA, IDAHO

CAN-ADA ROAD DE-ANNEXATION

A description for de-annexation purposes located in the NE¼ of the SE¼ of Section 1, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at a brass cap monument marking the northeasterly corner of said NE¼ of the SE¼, from which an aluminum cap monument marking the southeasterly corner of said NE¼ of the SE¼ bears S 0°39′49″ W a distance of 1321.94 feet;

Thence S 0°39′49″ W along the easterly boundary of said NE¼ of the SE¼ a distance of 1321.94 feet to the southeasterly corner of said NE¼ of the SE¼;

Thence leaving said easterly boundary N 89°30′31″ W along the southerly boundary of said NE¼ of the SE¼ a distance of 50.00 feet to a point on the westerly right-of-way of Can-Ada Road;

Thence leaving said southerly boundary N 0°39′49″ E along said westerly right-of-way a distance of 1321.98 feet to a point on the northerly boundary of said NE¼ of the SE¼;

Thence leaving said westerly right-of-way S 89°28′04″ E a distance of 50.00 feet to the POINT OF BEGINNING.

This parcel contains 66,098 square feet (1.517 acres).

This description was prepared from record information and no field survey has been done. Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants,
Incorporated January 12, 2018
HAPPY VALLEY ROAD DE-ANNEXATION No. 1

A description for de-annexation purposes located in the SE¼ and the SE¼ of the NE¼ of Section 36, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the southeasterly corner of said SE¼, from which a 5/8 inch diameter iron pin marking the northeasterly corner of said SE¼ bears N 0°10'43" W a distance of 2642.04 feet;

Thence N 0°10'43" W along the easterly boundary of said SE¼ a distance of 1100.57 feet to the POINT OF BEGINNING;

Thence continuing N 0°10'43" W a distance of 1541.47 feet to a 5/8 inch diameter iron pin marking the southeasterly corner of said SE¼ of the NE¼;

Thence N 0°10'52" W along the easterly boundary of said SE¼ of the NE¼ a distance of 1246.06 feet to a point;

Thence leaving said easterly boundary S 89°49'13" W a distance of 25.00 feet to a point;

Thence S 0°10'52" E a distance of 1245.87 feet to a point;

Thence S 0°10'43" E a distance of 1524.29 feet to a point on the northeasterly right-of-way of the Oregon Shortline Railroad;

Thence S 55°24'55" E a distance of 30.47 feet to the POINT OF BEGINNING.

This parcel contains 69,538 square feet (1.596 acres).

This description was prepared from record information and no field survey has been done.

Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants, Incorporated
January 18, 2018
Exhibit B-4

DE-ANNEXATION DESCRIPTION
FOR THE CITY OF NAMPA, IDAHO
HAPPY VALLEY ROAD DE-ANNEXATION No. 2

A description for de-annexation purposes located in the NW\(\frac{1}{4}\) of Section 30, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the southwesterly corner of said NW\(\frac{1}{4}\), from which a 5/8 inch diameter iron pin marking the northwesterly corner of said NW\(\frac{1}{4}\) bears N 0°11'24" E a distance of 2662.02 feet;

Thence N 0°11'24" E along the westerly boundary of said NW\(\frac{1}{4}\) a distance of 669.21 feet to the POINT OF BEGINNING;

Thence continuing N 0°11'24" E a distance of 355.80 feet to a point;

Thence leaving said westerly boundary S 89°27'20" E a distance of 25.00 feet to a point;

Thence S 0°11'24" W a distance of 355.83 feet to a point;

Thence N 89°23'18" W a distance of 25.00 feet to the POINT OF BEGINNING.

This parcel contains 8,895 square feet (0.204 acres).

This description was prepared from record information and no field survey has been done.

Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants, Incorporated
January 18, 2018
Exhibit B-5

DE-ANNEXATION
DESCRIPTION FOR THE
CITY OF NAMPA, IDAHO

LAKE LOWELL AVENUE DE-ANNEXATION

A description for de-annexation purposes located in the NW¼ Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at a 5/8 inch diameter iron pin marking the northeasterly corner of said NW¼, from which a 5/8 inch diameter iron pin marking the northwesterly corner of the NE¼ of the NW¼ said Section 31 bears N 89°53'32" W a distance of 1324.69 feet;

Thence N 89°53'32" W along the northerly boundary of said NE ¼ of the NW ¼ a distance of 1324.69 feet to a 5/8 inch diameter iron pin marking the northeasterly corner of Government Lot 1 of said Section 31;

Thence N 89°53'38" W along the northerly boundary of said Government Lot 1 a distance of 73.11 feet to a point;

Thence leaving said northerly boundary S 0°36'28" W a distance of 25.00 feet to a point; Thence S 89°53'38" E a distance of 73.33 feet to a point; Thence S 89°53'32" E a distance of 1324.86 feet to a point on the easterly boundary of said NW¼;

Thence N 0°16'56" W along said easterly boundary a distance of 25.00 feet to the POINT OF BEGINNING.

This parcel contains 34,950 square feet (0.802 acres).

This description was prepared from record information and no field survey has been done.

Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants, Incorporated
January 12, 2018
Exhibit B-6

DE-ANNEXATION
DESCRIPTION FOR THE
CITY OF NAMPA, IDaho

CHERRY LANE DE-ANNEXATION No. 2

A description for de-annexation purposes located in the NW¼ of the NW¼ of Section 9, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at a 5/8 inch diameter iron pin marking the northeasterly corner of said NW¼ of the NW¼, from which a 5/8 inch diameter iron pin marking the northwesterly corner of said NW¼ of the NW¼ bears S 89°44’14” W a distance of 1326.38 feet;

Thence S 89°44’14” W along the northerly boundary of said NW¼ of the NW¼ a distance of 900.97 feet to a point;

Thence leaving said northerly boundary S 0°55’18” E a distance of 60.00 feet to a point on the southerly right-of-way of East Cherry Lane;

Thence along said southerly right-of-way the following described courses: Thence N 89°44’14” E a distance of 163.90 feet to a point; Thence N 8°19’53” W a distance of 10.10 feet to a point;

Thence N 89°44’14” E a distance of 737.48 feet to a point on the easterly boundary of said NW¼ of the NW¼;

Thence N 0°05’48” E along said easterly boundary a distance of 50.00 feet to the POINT OF BEGINNING.

This parcel contains 46,658 square feet (1.071 acres).

This description was prepared from record information and no field survey has been done.

Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants,
Incorporated January 12, 2018
EXHIBIT "B-7"

DE-ANNEXATION DESCRIPTION
FOR THE CITY OF NAMPA, IDAHO

CHERRY LANE DE-ANNEXATION No. 1

A description for de-annexation purposes located in the SE ¼ of the SW ¼ of Section 4, and in the NE ¼ of the NW ¼ of Section 9, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at a 3/4 inch diameter iron pipe marking the northeasterly corner of said NE ¼ of the NW ¼, from which a 5/8 inch diameter iron pin marking the northwesterly corner of said NE ¼ of the NW ¼ bears N 89°37'21" W a distance of 1326.62 feet;

Thence N 89°37'21" W along the northerly boundary of said NE ¼ of the NW ¼ a distance of 83.00 feet to a point;

Thence leaving said northerly boundary N 0°30'22" E a distance of 50.00 feet to a point;

Thence N 89°37'21" W a distance of 326.14 feet to a point;

Thence S 0°30'23" W a distance of 50.00 feet to a point on said northerly boundary;

Thence S 89°37'21" E along said northerly boundary a distance of 130.14 feet to a point;

Thence leaving said northerly boundary S 0°39'50" W a distance of 25.00 feet to a point;

Thence S 89°37'21" E a distance of 279.00 feet to a point on the easterly boundary of said NE ¼ of the NW ¼;

Thence N 0°39'50" E along said easterly boundary a distance of 25.00 feet to the POINT OF BEGINNING.

This parcel contains 23,282 square feet (0.534 acres).

This description was prepared from record information and no field survey has been done.

Prepared by:  Kyle A. Koomler, PLS
Civil Survey Consultants, Incorporated
August 21, 2019
EXHIBIT B

SKETCH TO ACCOMPANY DE-ANNEXATION DESCRIPTION FOR THE CITY OF NAMPA
LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 9, AND IN THE SE 1/4
OF THE SW 1/4 OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 2 WEST,
BOISE MERIDIAN, CANYON COUNTY, IDAHO

RECORD OF SURVEY
INST. NO.'s 200106358, 2018-031476

DEEDED RIGHT-OF-WAY
INST. NO. 2018-039318

DE-ANNEXATION AREA
23,282 S.F. (0.534 ACRES)

SCALE: 1" = 50'

POINT OF BEGINNING
N 89°37'21" W 1326.62'

BASIS OF BEARING
N 89°37'21" W 1326.62'

L-1
134.23'

61.77'

279.00'

L-2

83.00'

61.77'

134.23'

S 89°37'21" E

EAST CHERRY LANE

S 89°37'21" W

S 89°37'21" E

RECORD OF SURVEY
INST. NO.'s 9505624, 9613669

RECORD OF SURVEY
INST. NO. 200008429

CIVIL SURVEY CONSULTANTS, INC.
2893 SOUTH MERIDIAN ROAD
MERIDIAN, IDAHO 83642
(208)888-4312

LINE DATA

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Exhibit B-8

DE-ANNEXATION
DESCRIPTION FOR THE
CITY OF NAMPA, IDAHO

ORCHARD AVENUE DE-ANNEXATION

A description for de-annexation purposes located in the NW¼ of the NE ¼ of Section 19, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at a 5/8 inch diameter iron pin marking the northeasterly corner of NW¼ of the NE¼, from which a 5/8 inch diameter iron pin marking the northwesterly corner of said NW¼ of the NE¼ bears N 89°36'58" W a distance of 1302.17 feet;

Thence N 89°36'58" W along the northerly boundary of said NW¼ of the NE¼ a distance of 1302.17 feet to said northwesterly corner;

Thence S 0°38'05" W along the westerly boundary of said NW¼ of the NE¼ a distance of 244.91 feet to a point;

Thence leaving said westerly boundary N 22°26'09" E a distance of 107.73 feet to a point on the easterly right-of-way of Orchard Avenue;

Thence along said easterly right-of-way the following described courses: Thence N 0°38'04" E a distance of 75.15 feet to a point;

Thence a distance of 31.33 feet along the arc of a 20.00 foot radius curve right, said curve having a central angle of 89°44'58" and a long chord bearing N 45°30'33" E a distance of 28.22 feet to a point on the southerly right-of-way of said Orchard Avenue;

Thence S 89°36'58" E along said southerly right-of-way a distance of 1242.36 feet to a point on the easterly boundary of said NW¼ of the NE¼;

(legal description continued on next page)
Thence leaving said southerly right-of-way N 0°30'17" E along said easterly boundary a distance of 50.00 feet to the POINT OF BEGINNING.

This parcel contains 70,997 square feet (1.630 acres).

This description was prepared from record information and no field survey has been done.

Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants, Incorporated
January 12, 2018
De-Annexation of a portion of right-of-way of Orchard Ave, Lake Lowell Ave, Madison Ave, Can-Ada Road, S. Happy Valley Road and Cherry Lane, And Annexation and zoning to adjacent zoning for a portion of right-of-way of Star Road, S Powerline Road, Ustick Road, Greenhurst Road, Roosevelt Ave, W. Railroad St., Lake Lowell Ave., Orchard Ave, Cherry Lane, and Ten Lane. For the City of Nampa (DANX 007-18, DANX 008-18, DANX 009-18, DANX 010-18, DANX 011-18, DANX 012-18, ANN 085-18, ANN 086-18, ANN089-18, ANN090-18, ANN091-18, ANN093-18, ANN094-18, ANN095-18, ANN 096-18, ANN097-18, ANN 098-18)
ORDINANCES OF THE CITY OF NAMPA
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. 4396

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO, DETERMINING THAT SIXTEEN (16) STREET RIGHT-OF-WAY SEGMENTS LAY CONTIGUOUS TO THE CITY LIMITS OF NAMPA, CANYON COUNTY, IDAHO, AND THAT SAID SEGMENTS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND BE ASSIGNED A ZONING DESIGNATION CORRESPONDING TO ADJOINING PRIVATE LANDS; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DETERMINING THAT NINE (9) STREET RIGHT-OF-WAY SEGMENTS SHOULD BE DE-ANNEXED FROM 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, AND, IN THE CASE OF DE-ANNEXATIONS, REMOVE SAID PROPERTY FROM 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.

Sections 1 through 26: ANNEXES sixteen (16) street right-of-way segments into the City of Nampa, Idaho, assigning zoning designations, to the centerline of the street right-of-way segment, corresponding to the one or more zoning designations of private lands adjacent to said street right-of-way segment, as shown on the official zoning map and other area maps of the City of Nampa, Idaho; DE-ANNEXES eight (8) street right-of-way segments from the City of Nampa, Idaho, returning said lands to un-incorporated Canyon County, as shown in the attached map; Directing the City Engineer and Planning and Zoning Director to designate the annexed properties on the official zoning map and other maps of the City of Nampa, Idaho, as lying within the city limits of the City of Nampa, Idaho, and zoned as described above, and to show the de-annexed properties as no longer lying within the city limits.

Sections 27 through 29: Provides that this ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law; provides for severability; repeals conflicting ordinances, resolutions, and orders.

Ordinance No. 4396 provides an effective date, which shall be on the 11th day of September, 2018. Ordinance No. 4396 was passed by the Council and approved by the Mayor on the 4th day of September, 2018. The full text of the Ordinance is available at Nampa City Hall, 411 3rd Street South, Nampa, Idaho 83651. The Mayor and City Council approved the foregoing summary on the 4th day of September, 2018, for publication on the 11th day of September, 2018, pursuant to Idaho Code § 50-901A.

Mayor Debbie Kling

ATTEST: Deborah Bishop, City Clerk

STATEMENT OF LEGAL ADVISOR
I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. 4396 and provides adequate notice to the public as to the contents of such ordinance.

DATED this 4th day of September, 2018. Mark Hilty, Attorney for City of Nampa
De-Annexation of a portion of right-of-way of Orchard Ave, Lake Lowell Ave, Madison Ave, Can-Ada Road, S. Happy Valley Road and Cherry Lane, and Annexation and zoning to adjacent zoning for a portion of right-of-way of Star Road, S Powerline Road, Ustick Road, Greenhurst Road, Roosevelt Ave, W. Railroad St., Lake Lowell Ave., Orchard Ave, Cherry Lane, and Ten Lane. For the City of Nampa (DANX 007-18, DANX 008-18, DANX 009-18, DANX 010-18, DANX 011-18, DANX 012-18, ANN 085-18, ANN 086-18, ANN089-18, ANN090-18, ANN091-18, ANN093-18, ANN094-18, ANN095-18, ANN 096-18, ANN097-18, ANN 098-18)
ORDINANCES OF THE CITY OF NAMPA
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. 4396

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO, DETERMINING THAT SIXTEEN (16) STREET RIGHT-OF-WAY SEGMENTS LAY CONTIGUOUS TO THE CITY LIMITS OF NAMPA, CANYON COUNTY, IDAHO, AND THAT SAID SEGMENTS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND BE ASSIGNED A ZONING DESIGNATION CORRESPONDING TO ADJOINING PRIVATE LANDS; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DETERMINING THAT NINE (9) STREET RIGHT-OF-WAY SEGMENTS SHOULD BE DE-ANNEXED FROM 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, AND, IN THE CASE OF DE-ANNEXATIONS, REMOVE SAID PROPERTY FROM 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.

Sections 1 through 26: ANNEXES sixteen (16) street right-of-way segments into the City of Nampa, Idaho, assigning zoning designations, to the centerline of the street right-of-way segment, corresponding to the one or more zoning designations of private lands adjacent to said street right-of-way segment, as shown on the official zoning map and other area maps of the City of Nampa, Idaho; DE-ANNEXES eight (8) street right-of-way segments from the City of Nampa, Idaho, returning said lands to un-incorporated Canyon County, as shown in the attached map; Directing the City Engineer and Planning and Zoning Director to designate the annexed properties on the official zoning map and other maps of the City of Nampa, Idaho, as lying within the city limits of the City of Nampa, Idaho, and zoned as described above, and to show the de-annexed properties as no longer lying within the city limits.

Sections 27 through 29: Provides that this ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law; provides for severability; repeals conflicting ordinances, resolutions, and orders.

Ordinance No. 4396 provides an effective date, which shall be on the 11th day of September, 2018. Ordinance No. 4396 was passed by the Council and approved by the Mayor on the 4th day of September, 2018. The full text of the Ordinance is available at Nampa City Hall, 411 3rd Street South, Nampa, Idaho 83651. The Mayor and City Council approved the foregoing summary on the 4th day of September, 2018, for publication on the 11th day of September, 2018, pursuant to Idaho Code § 50-901A.

Mayor Debbie Kling

Deborah Bishop, City Clerk

STATEMENT OF LEGAL ADVISOR
I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. 4396 and provides adequate notice to the public as to the contents of such ordinance.

DATED this 4th day of September, 2018. Mark Hilty, Attorney for City of Nampa
De-Annexation of a portion of right-of-way of Orchard Ave, Lake Lowell Ave, Madison Ave, Can-Ada Road, S. Happy Valley Road and Cherry Lane, And Annexation and zoning to adjacent zoning for a portion of right-of-way of Star Road, S. Powerline Road, Uslick Road, Greenhurst Road, Roosevelt Ave, W. Railroad St., Lake Lowell Ave., Orchard Ave, Cherry Lane, and Ten Lane. For the City of Nampa (DANX 007-18, DANX 008-15, DANX 009-18, DANX 010-18, DANX 011-18, DANX 012-18, ANN 085-18, ANN 086-18, ANN089-18, ANN090-18, ANN091-18, ANN093-18, ANN094-18, ANN095-18, ANN 096-18, ANN097-18, ANN 098-18)
ORDINANCES OF THE CITY OF NAMPA
NOTICE OF ADOPTION AND SUMMARY OF
CORRECTED ORDINANCE NO. 4396

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO, DETERMINING THAT SIXTEEN (16) STREET
RIGHT-OF-WAY SEGMENTS LAY CONTIGUOUS TO THE CITY LIMITS OF NAMPA, CANYON
COUNTY, IDAHO, AND THAT SAID SEGMENTS SHOULD BE ANNEXED INTO THE CITY OF
NAMPA, CANYON COUNTY, IDAHO, AND BE ASSIGNED A ZONING DESIGNATION
CORRESPONDING TO ADJOINING PRIVATE LANDS; DECLARING SAID LANDS BY PROPER
LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON
COUNTY, IDAHO; DETERMINING THAT NINE (9) STREET RIGHT-OF-WAY SEGMENTS SHOULD
BE DE-ANNEXED FROM 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, AND, IN THE CASE OF DE-ANNEXATIONS,
REMOVE SAID PROPERTY FROM THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO;
REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT
HIERWITH; 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.

Sections 1 through 26: ANNEXES sixteen (16) street right-of-way segments into the City of Nampa, Idaho,
assigning zoning designations, to the centerline of the street right-of-way segment, corresponding to the one or more
zoning designations of private lands adjacent to said street right-of-way segment, as shown on the official zoning
map and other area maps of the City of Nampa, Idaho; DE-ANNEXES eight (8) street right-of-way segments from
the City of Nampa, Idaho, returning said lands to un-incorporated Canyon County, as shown in the attached map;
Directing the City Engineer and Planning and Zoning Director to designate the annexed properties on the official
zoning map and other maps of the City of Nampa, Idaho, as lying within the city limits of the City of Nampa, Idaho,
and zoned as described above, and to show the de-annexed properties as no longer lying within the city limits.
Ordinance No. 4396 was corrected due to errors in 2 of the 24 legal descriptions referenced in the original ordinance.

Sections 27 through 29: Provides that this corrected ordinance shall be in full force and effect from and after its
passage, approval, and publication, according to law; provides for severability; repeals conflicting ordinances,
resolutions, and orders.

Corrected Ordinance No. 4396 provides an effective date, which shall be on the 24th day of September, 2019.
Corrected Ordinance No. 4396 was passed by the Council and approved by the Mayor on the 16th day of September,
2019. The full text of the Ordinance is available at Nampa City Hall, 411 3rd Street South, Nampa, Idaho 83651. The
Mayor and City Council approved the foregoing summary on the 16th day of September, 2019, for publication on
the 24th day of September, 2019, pursuant to Idaho Code § 50-901A.

Mayor Debbie Kling

ATTEST: Deborah Bishop, City Clerk (or Deputy)

STATEMENT OF LEGAL ADVISOR
I have reviewed the foregoing summary and believe that it provides a true and
complete summary of Corrected Ordinance No. 4396, and provides adequate
notice to the public as to the contents of such ordinance.

DATED this 16th day of September, 2019
Mark Hilty, Attorney for City of Nampa
De-Annexation of a portion of right-of-way of Orchard Ave, Lake Lowell Ave, Madison Ave, Can-Ada Road, S. Happy Valley Road and Cherry Lane, And Annexation and zoning to adjacent zoning for a portion of right-of-way of Star Road, S Powerline Road, Ustick Road, Greenhurst Road, Roosevelt Ave, W. Railroad St, Lake Lowell Ave., Orchard Ave, Cherry Lane, and Ten Lane. For the City of Nampa (DANX 007-18, DANX 008-18, DANX 009-18, DANX 010-18, DANX 011-18, DANX 012-18, ANN 085-18, ANN 086-18, ANN089-18, ANN090-18, ANN091-18, ANN093-18, ANN094-18, ANN095-18, ANN 096-18, ANN097-18, ANN 098-18)