City of Nampa  
Regular Council Meeting  
Livestreaming at https://livestream.com/cityofnampa  
October 21, 2019  
Regular Council – 6:00 PM  
Public Hearings – 7:00 PM*

Call to Order and Pledge to Flag

Invocation – Efrian Carreon - The Church of Jesus Christ of Latter-Day Saints

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 – October 7, 2019
   b. Special Council Meeting – October 7, 2019
   c. Special Council Meeting – October 10, 2019
   d. Nampa Council on Aging – September 17, 2019
   e. Nampa Bicycle and Pedestrian – September 12, 2019
   f. Airport Commission – September 9, 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
      • None
   b. Preliminary
      • None
   c. Short
      • None

1-4. Authorize Public Hearings
   a. Amendment of Title 10, Chapter 1, Section 19 pertaining to Professional, Public Self-Storage Facility Design and Regulations: locations allowed, structure appearance, project design and layout, lighting and security, and signage; and Amendment of Title 10, Chapter 3, Section 2 pertaining to Land Use Controls for Storage Space Rental and Storage – Conditioned Multi-Level Building for the City of Nampa (ZTA 010-19)

*Or as Soon After 7:00 PM as Each Matter may be Heard
b. Amendment of Title 10, Chapter 33 Corridor Beautification changing the title heading to include Landscaping; Amending Section 10-33-01 pertaining to the Description and Purpose of the Corridor Beautification and Landscaping Provisions; Amending Section 10-33-02 pertaining to General Landscaping Requirements; Amending Section 10-33-03 pertaining to the Definition of Corridors; and Amending Section 10-33-04 pertaining to Corridor Landscaping Requirements for the City of Nampa (ZTA 011-19).

1-5. Authorize to Proceed with Bidding Process
   a. Authorize Engineering Division to proceed with formal bid process for the FY20 Aerial Sewer Replacement Project (Approved in FY20 Budget)
   b. Authorize Engineering Division to proceed with formal bid process for the FY20 Aerial Irrigation Replacement Project (Approved in FY20 Budget)
   c. Authorize Engineering Division to proceed with formal bid process for the FY20 Waterworks Material Restock FY2020 project

1-6. Authorization for Execution of Contracts and Agreements
   a. Authorize Mayor to sign, (1) Agreement to Waive First Right of Refusal and Terminate Lease with Susan Harper dated October 9, 2006, and (2) Nampa Municipal Airport Land Lease Agreement with Delta Land, LLC (Stacey Budell), effective October 21, 2019, for Lot 2357 (Approved by Legal)

1-7. Monthly Cash Report
   a. September 2019

1-8. Resolutions
   a. None

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

1-10. Miscellaneous items
   a. None

1-11. Approval of Agenda

(2) Proclamations

2-1. Cyber Security Awareness Month
Nampa Residents Wishing to Speak on an Agenda (5 persons limit) or Non-Agenda Item (5 persons limit) (3 Minute Limit)

- Recognition of the Idaho Horseman’s Championship season

Mayor & Council Comments

(3) Agency & Commission Reports

(4) Staff Communications

4-1. Staff Report – Public Works, Director Tom Points
4-2. Staff Report – IT Director, Butch Schierman

(5) New Business

5-1. Action Item: Award Bid and authorize the Mayor to sign contract with Excelsior Construction Co. for Tenant Improvements at the Nampa Development Services Center. (approved in FY20 budget)
5-2. Action Item: Authorize Mayor to sign in support of Legislative Bill amending Idaho Code 41-1830
5-3. Action Item: 1st reading of ordinance for clerical corrections on the RS4 zoning subdivision code
5-4. Action Item: Authorize Summary Publication for the Preceding Ordinance
5-5. Action Item: 1st reading of ordinance changing amending Title 10, Chapter 1 Section 10-1-4, Pertaining to Certificate of Occupancy
5-6. Action Item: Request Council select one of the sewer trunk extension options to designate $1.5 million toward and allow the Engineering Division to proceed with project development (Approved in FY20 Budget)
5-7. Action Item: Award bid to Thueson Construction, Inc. for the Crushed Aggregate for Chip Seal FY2020 Project and authorize Mayor to sign contract (Approved in FY20 Budget)
5-8. Action Item: Authorize Mayor to Sign contract with FY20 VRT Contact in the amount of $378,139
(6) Public Hearings

6-1. **Action Item: Continued from October 7, City Council Meeting** Annexation and Zoning to BC (Community Business) for 1.851 acres or 80,630 sq. ft., and to RS6 (Single Family Residential – 6,000 sq. ft.) for .482 acres or 20,996 sq. ft. at 2123 N. Middleton Rd. located in a portion of the NE ¼ NE ¼ of Section 18, T3N, R2W, BM for Alfredo Escobedo. The Planning and Zoning Commission recommended approval (ANN 130-19)

(7) Unfinished Business

7-1. 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) Pending Ordinances (Postponed Due to Lack of Supporting Documentation)

8-1. 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)

8-2. 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)

8-3. 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)

8-4. 1st Reading of Ordinance 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) (PH was 9-3-2019)

8-5. 1st Reading of Ordinance for 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)
8-6. 1st Reading of Ordinance for 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) *(PH was 9-16-2019)*

8-7. 1st Reading of Ordinance for Zoning Map Amendment from RA (Suburban Residential) to RS6 (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 the SE ¼ of Section 29, T3N, R2W, BM for Christopher K Shultze. (ZMA 111-19) *(PH was 10-7-19)*

8-8. 1st Reading of Ordinance for Annexation and Zoning to the adjacent RS7 (Single Family Residential – 7,000 sq. ft.), RS8.5 (Single Family Residential – 8,500 sq. ft.), or RS22 (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, Idaho being the northerly 25 feet of said NW ¼ of Section 31 and the southerly 25 feet of said SW ¼ of Section 30 (50 feet X 2,640 feet – 3.03 acres or 132,000 sq. ft.) for the City of Nampa. (ANN 129-19) *(PH was 10-7-19)*

8-9. 1st Reading of Ordinance for Annexation and Zoning to RS6 Single Family Residential – 6,000 sq. ft.) 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 NE ¼ SW ¼ of Section 33, T3N, R2W, BM) for Nick Babak for The Promised Land Subdivision. (ANN 128-19) *(PH was 10-7-19)*

8-10. 1st Reading of Ordinance for Annexation and Zoning to RS6 (Single Family Residential – 6,000 sq. ft.) at 1700 E. Iowa Avenue (A .37 acre or 16,117 sq. ft. parcel situated in the SW ¼ NW ¼ of Section 35, T3N, R2W, BM) for Ronald and Janette Hanson for connection to city water and sewer services and construction of a new home. (ANN 131-19) *(PH was 10-7-19)*

*(9) Executive Sessions*

9-1. Motion to Adjourn into Executive Session Pursuant to Idaho Code 74-206 (1) (d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code;

9-2. Motion to Adjourn into Executive Session Pursuant to Idaho Code 74-206 (1) (i) To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed. The mere presence of a representative of the public agency's risk manager or insurance provider at an executive session does not satisfy this requirement;

9-3. Motion to Adjourn into Executive Session Pursuant to Idaho Code 74-206 (1) (c) To acquire an interest in real property which is not owned by a public agency;

Adjourn

Next Meeting

Regular Council at 6:00 PM – Monday, November 4, 2019 - City Council Chambers

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

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

Mayor Kling amended the agenda by removing item #5-5. Authorize the Mayor to sign the Food and Beverage contract for the Ford Idaho Center and Nampa Civic Center and removing item #5-23. Authorize the Information Technology Department to proceed with a 5year hardware lease for (100) Getac Tablets to kick-off the NPD One-to-One Device Innovative.

✧ (1) Consent Agenda (Action Items) ✧

MOVED by Haverfield and SECONDED by Hogaboam to approve the Consent Agenda as presented with the above mentioned amendments; Item #1-1. - Regular Council Minutes of September 16, 2016; Special Council Meeting Minutes September 26, 2019; Bicycle and Pedestrian Advisory Committee Minutes of July 11, 2019 and September 12, 2019; Board of Appraisers Minutes; Airport Commission Minutes; Planning & Zoning Commission Minutes of August 27, 2019 and September 10, 2019; Library Commission Minutes; Nampa Fire Local 804 Meeting Minutes of September 24, 2019; Nampa Council on Aging Minutes of August 13, 2019; Item #1-2. - The City Council dispenses with the three (3) reading rule of Idaho Code § 50-902 for all ordinances; Item #1-3. - Final and Preliminary Plat Approvals: 1) Subdivision Plat Final Approval for Carriage Hill West Subdivision No. 5, in an RS-7 (Single Family Residential – 7,000 sq. ft) zoning district, east of Midway Rd. between W. Iowa Ave. and Lake Lowell Ave. (A portion of the NW 1/4 of Section 31, T3N, R2W, BM - 97 Single Family Residential lots on 25.86 acres or 3.75 lots/gross acre) for Engineering Solutions, LLP representing Toll Southwest LLC (SPF-00103-19); 2) Subdivision Plat Final Approval for Franklin Village Subdivision No. 6, in an RS-6 (Single Family Residential – 6000 sq. ft) zoning district, north of Birch Ln and east of N Franklin Blvd, north of Franklin Village No. 5 (A parcel of land, being a portion of Lots 27, and 28 of Cortland Place Subdivision, further situated in the SE ¼ of the NW ¼ of Section 11, T3N, R2W, BM - 50 Single Family Residential lots on 10.23 acres for 4.89 lots/gross acre) for KM Engineering representing Franklin Village Development, LLC - Mitch Armuth (SPF-00100-19); 3) Subdivision Plat Final Approval for Covey Run Subdivision, in an RD (Residential Two Family – Duplex) zoning district, at the southeast corner of S. Sugar Ave. and E. Victory Rd. (14 Four-Unit Condo Townhomes and 1 Two-Unit Condo Townhome for a total of 58 units on 5.569 acres for 10.42 units per gross acre - A portion of the E ½ of the NW ¼ of the NW ¼ of the NE ¼ Section 26, T3N, R2W, B.M.) for Kent Brown representing Providence Properties (SPF-00104-19); 4) Subdivision Plat Final Approval for Gateway Industrial Park Phase 2 in an IL (Light Industrial) zoning district, at 1019 N. 39th St. (13 industrial lots on 7.59 acres for 1.7 lots per gross acre - A parcel of land located in the SW 1/4 of Section 13, T3N, R2W, BM) for Kent Brown Representing KNR Newby LLC (SPF-0105-19) Item #1-4. - Authorize Public Hearings: 1) Midland Blvd Re-Striping (Greenhurst Rd to Caldwell Blvd); Item #1-5. - Authorize Public Comment Period: 1) None; Item #1-6. - Authorize to Proceed with Bidding Process: 1) Authorize Engineering Division to proceed with formal bid process for the FY19 Stormwater Repairs; Item #1-7. - Authorization for execution of Contracts and Agreements: 1) Authorize Mayor and Public Works Director to sign contract with Dustbusters, Inc. to deliver road salt for use during winter of FY20 and FY21; 2) Authorize Fleet Services Division to Proceed with Purchasing Various Vehicles and Equipment for Code Compliance Division, Engineering Division, Environmental Compliance Division, Fleet Services Division,
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Nampa Police Department, Parks Department, Street Division and Water Division (As Approved in Fiscal Year 2020 Budget); 3) Provide approval for the Mayor to sign the Memorandum of Understanding with Nampa Development Corporation for the City of Nampa to provide maintenance of Library Square, maintenance and operations of the Parking Garage and professional service for the administration of the Nampa Development Corporation. In addition, NDC commits to pay 50% of the personnel costs for Main Street Program Manager for the term of the MOU; 4) Provide approval for the Mayor sign the Contract for Professional Services with Sheri Freemuth, AICP for the completion of the Historic Preservation Plan; Item #1-8. - Monthly Cash Report: 1) None; Item #1-9. - Resolutions: 1) Disposal of surplus equipment/vehicles for Fire Department; Item #1-10. - License for 2019: a) Renewal Alcohol: 1) None; b) New Alcohol: 1) None; Miscellaneous Items: 1) Approve appointments to Canyon County hazard mitigation planning partnership. 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 – Pregnancy Loss Month

Whereas, David’s Hope Pregnancy Loss Ministry and other nonprofit organizations comfort grieving parents who have experienced the death of a child during pregnancy through early childhood; and

Whereas, many of these parents live in, deliver in, have a child die in, or bury a child in our community; and David’s Hope Pregnancy Loss Ministry was founded to support parents whose child/children died from miscarriage, ectopic pregnancy, molar pregnancy, stillbirth, neo-natal death, sudden unexplained death of a child, sudden infant death syndrome, birth defects, illness, accident, and all other types of infant and early childhood death; and

Whereas, bereaved parents around the world remember their children annually on October 15th with a candle lighting at 7:00 p.m., some will remember their child/children in their homes while others will remember them in small gatherings around the state, across the nation and around the world;

Whereas, this remembrance and awareness would unify these parents and the community in tribute to their children; and

Whereas, in 1988, President Ronald Reagan proclaimed October as National Pregnancy and Infant Loss Awareness month;
Whereas, in honor of the thousands of children that die each year in Idaho, David’s Hope Pregnancy Loss Ministry requests that October 15th, 2019 be recognized as Pregnancy and Infant Loss Remembrance Day.

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

“NATIONAL PREGNANCY AND INFANT LOSS 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 7th day of October in the year of our Lord two thousand nineteen.

❖ Mayor Kling asked if there was any Nampa Residents wishing to speak on any agenda item (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): ❖
  • Fire Chief Kirk Carpenter – National Fire Awareness Week – Firefighter are in the community doing safety training
  • William Rex, 1216 Holly Street – Code Enforcement Violations
  • Police Chief Joe Huff – introduced two newly promoted Lieutenants Oren McGuire and Don Peck
  • J. Frazier, 2016 5th Street – getting in and out of basement apartments need egress window
  • L. D. Moffin, 3318 East Sherman – the turnaround at the end of his subdivision is not paved
  • Kathy Peterson, Meridian Idaho – wanted the Mayor to sign a petition to go to legislation on insurance bill

❖ Mayor Kling’s and Council Comments ❖
  • Mayor – December 2, 2019, moving the time to 5:00 p.m. instead of 6:00 p.m. with no public hearings; Domestic Violence Awareness Month – Family Justice Center is a big asset to Nampa; Nampa Airport Master plan meeting is October 10, 2019; October is Mayors walking challenge
  • Councilmember Rodriguez asked Daysa Peppley who was at the meeting for government class to introduce herself along with Erica Skogland who was also in attendance for class
  • Councilmember Levi talked about the Domestic Violence Awareness Month; Salvation Army Gala – Shout out to the staff
(3) Agency/External Communications
• None

(4) Staff Communications

Item #4-1. – Parks and Recreation Director Darrin Johnson presented the following updates:

**New Forester** – Adam Mancini was introduced to the Nampa City Council. Adam has been hired as the City of Nampa Forester. He replaces long-time Forester, Earl Moran, who retired after 37 years of service to the City of Nampa.

Adam has worked for the City of Nampa Parks and Recreation Department since 2015. Adam has been part of the forestry team where his responsibilities included tree pruning and supervision of seasonal staff. Adam is a certified arborist with the International Society of Arboriculture and holds State of Idaho pesticide applicator licenses. Adam has over 20 years of experience in the green industry. He has held positions in the nursery setting and has experience working in landscape management and development.

To earn an ISA Certified Arborist credential, the candidate must be trained and knowledgeable in all aspects of arboriculture. The ISA Certified Arborist must have met all requirements to be eligible for the exam, which includes three or more years of full-time, eligible, practical work experience in arboriculture and/or a degree in the field of arboriculture, horticulture, landscape architecture, or forestry from a regionally accredited educational institute. This certification is accredited by the American National Standards Institute.

Adam Mancini addressed council and explained that he wants to finish the Urban Forest Plan, establishing a more consistent pruning system; work to educate the community on the city codes; and minimize the hazards in the right of way. He wants to work with the Street Department to make sure that the equipment has clearance when doing chip sealing. He chose the Christmas tree – the tree will be used November 14.

Item #4-1. – Planning and Zoning Director Norm Holm presented the following updates:

**Comprehensive Plan 2040 Status** –
• Department Head Meetings – September/October
• City Council/Planning and Zoning Commission/Advisory Committee – Monday October 28th or Tuesday October 29th
• Planning and Zoning Commission Public Hearing/Recommendation – Tuesday, November 12th
• City Council Public Hearing/Decision – Monday, December 16
Zoning Ordinance Status –
- Public Self-Storage Chapter 1, Chapter 3 Code Amendments – P&Z hearing 10/8
- Corridor Beautification, Landscaping Chapter 33 – P&Z hearing 10/8
- RS4 Zoning/Subdivision ordinance Clerical Corrections at 10/21 City Council.
- Mobile Home, Mobile Home Park, Manufactured Home, RV Park – Chapters 28, 29, 32 and PUD Chapter 26 – P&Z hearing to be scheduled before end of 2019.
- Rest of Zoning Chapters to be updated by the end of FY 2020.

Zoning District – Permitted for Consideration on the Planning and Zoning Web site –
- Prepared update to the Planning and Zoning Department Website for easy look-up of permitted and conditional uses for each zoning district.
- https://www.cityofnampa.us/255/Planning-Zoning

Conditional Use Permits for Consideration of City Council Approval - (Seek City Council direction. Possible P&Z recommendation with City Council approval or other process to be determined.)
- Multi-family Residential in BC District
- Drug/Alcohol Addiction Treatment Center
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- Shelter/Temporary Housing
- Public Self-Storage Units (Included in code amendment hearing before PZ tomorrow evening)
- Bars (not associated with restaurant)
- Recreational Vehicle Parks

❖ (5) New Business ❖

Item #5-1. - Mayor Kling presented the request for appointment of Work Force Development Director.

Mayor Kling presented a staff report explaining that Jaime Chapman would be the new Work Force Development Director.

MOVED by ????? and SECONDED by ??? to approve the appointment of Jaime Chapman as the Work Force Development Director. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the MOTION CARRIED

❖ (6) Public Hearings ❖

Item #6-1. - Mayor Kling opened a public hearing for Annexation and Zoning to BC (Community Business) for 1.851 acres or 80,630 sq. ft., and to RS6 (Single Family Residential – 6,000 sq. ft.) for .482 acres or 20,996 sq. ft. at 2123 N. Middleton Rd. located in a portion of the NE ¼ NE ¼ of Section 18, T3N, R2W, BM for Alfredo Escobedo. The Planning and Zoning Commission recommended approval (ANN 130-19).

Principal Planner Rodney Ashby presented the following staff report explaining that the request is for annexation and zoning to BC (Community Business) for 1.851 acres and to RS-6 (Single Family Residential – 6,000 sq. ft) for .48 acres at 2123 North Middleton Road. The applicant stated the purpose is to split the property for a house and a vehicle dealership.

General Information

Planning and Zoning History: The property is a part of a 1 (one) property enclaved area. Annexation Location: 2123 N. Middleton Rd (a portion of the NE ¼ NE ¼ of Section 18, T3N, R2W, BM). Total Size: 2.33 acres or 101,494.8 sq. ft. Proposed Zoning: RS6 (single-family residential) for the portion of the property where a single-family home and yard already exists, and BC (Community Business) for the western portion of the property (west of the existing garage). Comprehensive Plan Designation: Community Mixed Use. Surrounding Land Use and Zoning: North- Saint Alphonsus Urgent Care, BC (Community Business) zoning district; South-
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Ag pasture & single family home, BC (Community Business) zoning district; East- Middleton Rd, RS6 (single family 6,000 sf lots) zoning district; and Karcher Church of the Nazarene, BC (Community Business) zoning district; West- Elijah Drain and Vacant land, RMH (Multiple-Family Residential) zoning district.

**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 all its sides.

**Existing Uses:** It appears to have been used for a residential home and for vehicle and vehicle parts storage.

**Special Information**

**Public Utilities:** 18” sewer main in Karcher Rd - 12” water main in Middleton Rd - 6” pressure irrigation main in Middleton Rd. **Public Services:** Police and fire already service city incorporated areas near the location. **Transportation:** Access to the parcel is from Middleton Rd. Nampa Engineering will require the access be moved to the southern end of the property.

**Staff Recommendation**

During the Planning & Zoning Commission public hearing process, we learned that the developer of the St. Al’s urgent care facility to the north, had entered into an agreement with the City of Nampa for access to the facility. The agreement stipulated that if properties to the south were developed/redeveloped, that the City would require that access to both properties would need to be by way of a shared access driveway at the southern end of the applicant’s property. Neither the applicant, nor any previous owner of the property, was involved in this agreement. The new access was necessary due to the safety concerns arising from projected traffic increases on Middleton Rd. Several conditions have made the implementation of the agreement challenging. The property is not fully redeveloping, leaving the existing home fronting Middleton Rd. If the access were to be placed as stipulated in the agreement, the shared driveway would require the removal of the home. The applicant plans to live in the home with his family. The access to the applicant’s proposed auto dealership to the rear of the home needs to be moved to the south portion of his property, conflicting with an existing storage structure. Planning & Zoning and Engineering staff have met with the St. Al’s developer and the applicant to discuss these details. We have come to a preliminary verbal agreement how to proceed. The City Engineering Division is working with the City Attorney on an amendment to the existing access agreement which will include the applicant and outline conditions of when the shared drive will need to be constructed and by whom. In order to ensure understanding, due to language barriers, staff requests additional time to finalize the agreement.
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Staff proposes City Council open the public hearing and then continue it until the 21st of October 2019. Staff will finalize the agreement and will provide a full staff report then.

MOVED by Hogaboam and SECONDED by Haverfield to continue the hearing until October 21, 2019. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Mayor Kling recused herself from the below public hearing due to being related to the applicant.

Item #6-2. – Council President Skaug opened a public hearing for Appeal of Planning and Zoning Commission Approval of a Conditional Use Permit (CUP 149-19) for a Lounge in a DH (Downtown Historic) zoning district at 217 14th Ave. So. (A .16 acre or 7,000 sq. ft. parcel situated in the SE ¼ of Section 22, T3N, R2W, BM also Tax 18605 in the Lots 31 and 33, Block 35, Nampa Original Townsite for Tim Wangler. Appeal filed by Carolyn Kling Keech (APL 010-19.)

Carolyn Kling Keech, 220 ???? presented the request.

Tim Wangler, 217 14th Avenue South presented information on the V-Cut Lounge.

Rodney Ashby presented the following staff report explaining that the request is for an appeal of Planning and Zoning Commission approval of a Conditional Use Permit for a Lounge in a DH (Downtown Historic) zoning district at 217 14th Avenue South for Tim Wangler. (CUP 149-2019)

General Information


Specific Information

V-Cut Lounge Stated Purpose: V-Cut Lounge desires to be a classic cigar lounge that will create an inviting experience for the patron. The lounge plans to house an 8X10 walk-in humidor and provide a space for customers to relax and enjoy their cigar while sipping coffee, Idaho wine and
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beer, and/or whiskey. The patrons will also have the opportunity to purchase food from H&M Meats while at the establishment. **Public Utilities in alleyway:** 8” Sewer Main - 4” Water Line. **Transportation:** The property fronts 14th Ave S. and backs up to an alleyway. **Parking:** The property is in the downtown area with no off-street parking required. However, on-street parking and parking lots are available in the area.

**Correspondence**

**City of Nampa Planning & Zoning Commission:** Approved the Conditional Use Permit for a Cigar Lounge in a DH zoning district, finding that the use would generally not adversely affect the livability or appropriate development of the abutting properties and the surrounding neighborhood. Further, the business will enhance the successful operation of the surrounding area in its basic community functions or provide an essential service to the community. See attached action letter.

**Rick Bray - Pastor of Bible Pentecostal Church:** Attached is a letter from the Bible Pentecostal Church. Pastor Bray argues primarily that he believed ordinances were in place to prevent “lounges” from being approved near schools and churches. He did not comment on the requested Conditional Use Permit when it went to Planning & Zoning Commission because he assumed the city would inform the applicant of the condition in the code that does not allow a bar near a church. Pastor Bray is concerned that the allowance of the V-Cut Lounge would set a precedent that bars can be near churches and schools in Nampa. He also expressed concern that this type of establishment creates a “risk” for members of his church.

**Bible Pentecostal Church Petition:** Fifteen (15) people signed a petition opposing the V-Cut Lounge being permitted to locate at 217 14th Ave. So.

**David Ferdinand:** Representing the Bible Pentecostal Church argued that the state code restricts alcohol sales near churches and that the appropriate testimony wasn’t heard by Council at the time they granted the alcohol license. He argues that the church would not be able to sell their building to another church with the V-Cut Lounge being allowed to sell alcohol there.

**Nampa & Meridian Irrigation District:** no comment

**City of Nampa Engineering Division:** no comments

**Idaho Transportation Department:** Does not anticipate any significant traffic impact to the State Highway system
Applicable Regulations

Nampa City Code, Title 10, Chapter 25 sets forth the criteria of approval for conditional use permits. These criteria essentially require that the use be compatible with and not adversely affect the livability or appropriate development of the surrounding neighborhood. Section 10-25-4 states the general criteria for approval of a conditional use permit. These findings are placed in the “Recommended Conditions” for your consideration of approval.

NCC 10-3-2B Unlisted Land Uses: Where a use is proposed and ambiguity exists concerning the appropriate district or procedure for the establishment of that particularly proposed use, said use may be established by obtainment of a conditional use permit in accordance with the provisions of chapter 25 of this title until such time as this section is amended to specifically include such use. (Ord. 4088, 12-16-2013)

Idaho Code 23-913
“Licensee not allowed near churches or schools — Exceptions. No license shall be issued for any premises in any neighborhood which is predominantly residential or within 300 feet of any public school, church, or any other place of worship, measured in a straight line to the nearest entrance to the licensed premises, except with the approval of the governing body of the municipality; provided, that this limitation shall not apply to any duly licensed premises that at the time of licensing did not come within the restricted area but subsequent to licensing came therein.”

Idaho Code 23-1011B
“No license shall be issued for any place where beer is sold or dispensed to be consumed on the premises, whether conducted for pleasure or profit, that is within three hundred (300) feet of any public school, church, or any other place of worship measured in a straight line to the nearest entrance to the licensed premises, except with the approval of the governing body of the municipality; provided that this limitation shall not apply to any duly licensed premises that at the time of licensing did not come within the restricted area but subsequent to licensing came therein.”

Staff Findings & Discussion

V-Cut Lounge approached Planning staff to determine if their proposed business was allowed at 217 14th Ave. So. It appeared to Planning staff that a conditional use permit (CUP) was required for the operation of the “Lounge.” V-Cut Lounge indicated that the “lounge” is not a bar, but they also indicated that they would be serving alcohol. V-Cut Lounge owners agreed to proceed through the Conditional Use Process to ensure compliance with our code even though they did not agree that they were a bar. Since the CUP application, V-Cut Lounge owners submitted a business plan claiming that only 11% of their income will come from the sale of alcohol. Nampa City Code 10-1-2 under definition of “restaurant” distinguishes restaurants from bars if less than 40% of sales are from alcohol sales. Though the proposed use is not a restaurant, they will allow consumption
of food from the H&M Meats in their lounge and they claim that cigars and related products are the primary product to be served/consumed. Since the definition does not reasonably fit into any specific land use in our schedule of land uses, the Planning Director has concluded the need for the conditional use permit as allowed by City Code 10-3-2B. I have attached as an exhibit the business proposal submitted to Council at the April 15th City Council meeting for an alcohol license. The City Council granted an alcohol license at that time. This proposal also shows the building layout in relation to H&M meats. The V-Cut Lounge has already begun modification of the building based on the approval of the Conditional Use Permit.

Regarding the concerns expressed by Pastor Bray of Bible Pentecostal Church, staff presents the following findings. As noted in the “Applicable Regulations” section of this report, the condition for not allowing a bar near a school or church is a State code. This code basically says that the sale of alcohol cannot be within three hundred feet (300’) of a school or church, without first getting the consent of the City Council. The Nampa City Council granted an alcohol license to V-Cut Lounge on April 15th, 2019, eliminating the three hundred-foot (300’) restriction.

From a land use standpoint, the location is in Nampa’s downtown. It is a unique land use that some argue is in demand, as evidenced by the letters of support from other nearby businesses (attached in the business proposal). From the pictures shown in the proposal, the proposed atmosphere appears to be an establishment that would be well kept, and likely to attract customers who may support other businesses in the area.

V-Cut Lounge appears to be proposing to provide a service that is not currently provided in the downtown. At the time of the original CUP staff report, I only had received letters of support from businesses in the downtown.

Ms. Carolyn Keech attended the Planning & Zoning Commission meeting and opposed the Conditional Use Permits on the basis of facts stated in her attached appeal letter. These include concerns about:

- The impact the cigar lounge would have on her nutrition business
- Nampa government supporting more alcohol sales in the downtown
- Nampa government supporting an establishment that is unhealthy in the downtown
- The type of atmosphere this establishment creates
- The type of people frequenting a lounge of this kind and concerns about safety
- The economic deterrent that lounges may have on businesses contemplating locating downtown
- Smoking near her business establishment which is meant to encourage good health.

One purpose of a Conditional Use Permit is to allow neighbors to express their support or concerns regarding the proposed development’s ability to not adversely affect the neighborhood. City Council will need to weigh the support of business owners identified in the alcohol license
application, as well as the opposition of the appeal applicant, a neighboring business. To approve the appeal, Council will need to find that the proposed V-Cut Lounge does not comply with one of the three required findings for a Conditional Use Permit listed in the following “Conditional Use Permit Findings” section of this report.

**Conditional Use Permit Findings**

If the City Council votes to approve the appeal of the subject Conditional Use Permit, Council will need to identify which of the following findings the V-Cut Lounge does not comply with. The following findings are necessary for approval of a CUP:

1. The location, size and design and operating characteristics of the proposed business will be compatible with and not adversely affect the livability or appropriate development of abutting properties and the surrounding neighborhood, with consideration to be given to harmony in scale, bulk, coverage and density, to the availability of public facilities and utilities; to the harmful effect, if any, upon desirable neighborhood character; to the generation of traffic and the capacity of surrounding streets; and to any other relevant impact of the development.
2. The location, design, and site planning of the proposed business will provide a convenient and functional living, working, shopping, or civic environment, and will be as attractive as the nature of the use and its location and setting warrants.
3. The proposed business will enhance the successful operation of the surrounding area in its basic community functions or will provide an essential service to the community or region.

Councilmembers asked questions of legal and staff member.

Those appearing in favor of the request were: Aaron Berkowitz, 11202 West Chadford Avenue; Mike Gadd, 4212 Grey Stone Drive; Marian Holzschult, 224 14th Avenue South; Thom Holzchutz, 224 14th Avenue South; Jennifer Wanger, 521 Arora Drive; Robert Baker, 506 Crosspoint Avenue; Hunter Wollman, 1104 11th Street South; Carolyn Summerton, 216 14th Avenue South; Kenny Wrotten; Dr. Bloomquist.

Those appearing in opposition of the request were: David Ferdinand, 2419 West Herron Loop; Jodee Nelsen, 2313 River Oaks Court; Harold Keech, 954 West Mollywood Drive; Dale Nelsen, 2313 River Court; Tom Wedeven, 2001 South Palamar Court; Val Dille, 117 14th Avenue South.

The applicant Carolyn Kling Keech presented a rebuttal.

The property owner Tim Wanger presented a rebuttal.
MOVED by Bruner and SECONDED by Rodriguez to close the public hearing. Council President Skaug asked all in favor say aye with all Councilmembers present voting AYE. Council President Skaug declared the

MOTION CARRIED

MOVED by Haverfield and SECONDED by Hogaboam to deny the appeal for the Conditional Use Permit (CUP 149-19) for a Lounge in a DH (Downtown Historic) zoning district at 217 14th Ave. So. (A .16 acre or 7,000 sq. ft. parcel situated in the SE ¼ of Section 22, T3N, R2W, BM also Tax 18605 in the Lots 31 and 33, Block 35, Nampa Original Townsite for Tim Wangler. Council President Skaug asked for a roll call vote with Councilmembers Bruner, Levi, Skaug, Hogaboam, Haverfield voting YES. Councilmember Rodriguez voting NO. Council President Skaug declared the

MOTION CARRIED

✧ (5) New Business ✧

Item #5-3. – The following Resolution was presented:

Fire Chief Kirk Carpenter presented a staff report explaining that the Nampa Premier Soccer Club is currently home to 674 kids from ages 4 up to 18 who play Fall soccer right here in Nampa, ID. Our Spring season usually hosts over 800. Our soccer fields are located at the CWI Nampa Campus just north of the Ford Idaho Center. Since 2001 the Nampa Premier Soccer Club has been the largest recreational soccer club in Nampa and thanks to a host of volunteers, thousands of Nampa kids have been able to learn life lessons through the game of soccer over the past 18 years ... And we look forward too many more!

We have a trailer that was donated to our club about 10 years ago. We use it as our main point of communication during our "Soccer Saturdays" at CWI. From this trailer we dispense information, receive feedback from participants, hand out uniforms, and provide a small "non-cooked" variety of snacks and goodies for sale. This "Communication" trailer/booth as it has become known is the central hub of our soccer complex. Everyone knows that if they have a question or concern, they can come to this booth and find the answer.

Our single axle trailer has seen better days and it has become too small to meet the needs of our organization. We use it to store soccer related items like nets and corner flags along with other supplies, extra loaner uniforms, and referee equipment needed to run our Saturday games. Most of all, our current trailer is not in good shape when being towed from one location to another. The hitch does not latch properly, and the lights are not in working order. We only have need to trailer it twice per year, from where it is stored during the off season to where it is used during the season, and then back again. This now requires a pilot car and another following behind with flashers going in order to safely move it along the roadway. It also is not super secure and has been broken
into on a few occasions. It is secured only by a simple master lock "latch and lock" and the wooden door frame can easily be broken to allow for easy entry.

The City of Nampa Fire Department trailer that was brought to my attention would be such a welcomed addition to our soccer club! It would provide the solution to all of our needs and concerns with our current trailer. It is even the same colors as our uniforms, red and white, so it would fit in well! We are a non-profit 501C-3 organization under the tax ID number 80-0016428. The actual name of our organization is NAMPA KIDS IN DEVELOPMENTAL SOCCER, but we have a DBA, Nampa Premier Soccer Club. We are also very excited about a recent sponsorship we secured with Dave Edmark and his local Nampa Toyota Dealership! Thanks to Dave and Toyota, we will be around for a long time to provide the youth of Nampa a place to play soccer and learn the life skills that come along with it. This new trailer would really meet the needs of our growing club.

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 Haverfield and SECONDED by Rodriguez to pass the resolution as presented. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the resolution passed, numbered it 48-2019 and directed the clerk to record it as required.

MOTION CARRIED

❖ (6) Public Hearings ❖

Item #6-3. - Mayor Kling opened a public hearing for Zoning Map Amendment from RA (Suburban Residential) to RS6 (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 the SE ¼ of Section 29, T3N, R2W, BM for Christopher K Shultze. The Planning and Zoning Commission recommended approval (ZMA 111-19).

Christopher Shultz, 409 South Midland Boulevard presented the request.

Planning and Zoning Director Norm Holm presented the following staff report explaining that the request is for a zoning map amendment from RA (Suburban Residential) to RS-6 (Single Family Residential – 6,000 sq. ft) at 409 south Midland Boulevard for a .71 acre or 30,747 sq. foot parcel for Christopher K Shultz. The existing land use is single family residential home with large shop/garage building behind.
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**General Information**

**Planning and Zoning Commission Recommendation:** Approval subject to stated conditions.

**Planning & Zoning History:**
- One property of a group 10 west Nampa enclaved parcels annexed by the City in March of 1999.
- Permit issued for the construction of the 4,000 sq. ft. garage/shop structure behind and west of the home on June 21, 2007.
- Deferral of driveway improvements granted by the City Council on April 2, 2012. The City Council also voted to require that on the north entrance of the property for 20 feet from the sidewalk that recycled material be laid down.

**Proposed Land Uses:** The Owner is requesting the zoning change in order to allow for a split of the front single family dwelling off from the rear shop/garage building. He is looking to remodel and move into a portion of the shop/garage building as his residence. **Surrounding Land Use and Zoning:** North- Single Family Residential, RS 6 (Single Family Residential – 6,000 sq. ft.) - South- Single Family Residential, RS 6 - East- Rural Residential/Agricultural, Enclaved - County R1 (Single Family Residential) - West- Single Family Residential, RS 6. **Comprehensive Plan Designation:** Medium Density Residential. **Applicable Regulations:** Rezones or zoning map amendments must be reasonably necessary, in the interest of the public, further promote the purposes of zoning, and agree with the adopted comprehensive plan for the neighborhood.

**Special Information**

**Public Utilities:** No Sewer available - 12” Water main available in S. Midland Blvd. 10” Irrigation main available adjacent and across north, south, and west property lines. **Public Services:** All present. **Transportation and Traffic:** The property has frontage and access from S. Midland Blvd. **Environmental:** The rezone would have little effect on the adjoining properties. The impact of rezoning the property from RA to RS6 would have little or no impact on the neighborhood.

**Staff Findings and Discussion**

The requested rezone is appropriate. The parcel is on the designated on the comprehensive plan future land use map as Medium Density Residential. The requested zoning map amendment from RA to RS 6 complies with this designation.

If the City Council accepts the Planning Commission recommendation and votes to approve the rezone the following findings are suggested:
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1) Rezone of the subject property to RS 6 is reasonably necessary in order to allow the applicant to use the property as proposed.
2) Rezone of the subject property to RS 6 is in the interest of the property owner(s) and conforms to the adopted comprehensive plan designation of Medium Density Residential use.
3) The proposed split of the subject property with the conversion of a portion of the existing garage/shop into a dwelling unit will be compatible with the existing residential uses already established in the immediate vicinity.
4) The use of a development agreement to establish any conditions for the rezone of the property serves no purposes.

At the date of this memo no statements of opposition or support from any property owners or residents in or around the area have been received.

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

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

MOTION CARRIED

MOVED by Haverfield and SECONDED by Hogaboam to approve the Zoning Map Amendment from RA (Suburban Residential) to RS6 (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 the SE ¼ of Section 29, T3N, R2W, BM for Christopher K Shultze and authorize the City Attorney to draw up the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #6-4. - Mayor Kling opened a public hearing for Annexation and Zoning to the adjacent RS7 (Single Family Residential – 7,000 sq. ft.), RS8.5 (Single Family Residential – 8,500 sq. ft.), or RS22 (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, Idaho being the northerly 25 feet of said NW ¼ of Section 31 and the southerly 25 feet of said SW ¼ of Section 30 (50 feet X 2,640 feet – 3.03 acres or 132,000 sq. ft.) for the City of Nampa. The Planning and Zoning Commission recommended approval (ANN 129-19).

City Engineer Daniel Badger presented the request.

Norm Holm presented the following staff report explaining that the request is for annexation and zoning to the adjacent RS-7, RS-8.5 or RS-22 zoning for Lake Lowell Avenue for the northerly
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25.00’ of the NW ¼ of Section 31 and for the southerly 25.00’ of the SW ¼ of Section 30 to clean up roadway annexations for the City of Nampa and the Nampa Highway District along Lake Lowell Avenue.

**General Information**

**Planning and Zoning Commission Recommendation:** Approval with no conditions.  
**Annexation Location and Acreage:** Lake Lowell Avenue located in the NW ¼ of Section 31 and the SW ¼ of Section 30, T3N, R2W, BM, Canyon County, Idaho - 50 feet X 2,640 feet – 3.03 acres or 132,000 sq. ft.  
**Zoning & Planning History/Background:** The City of Nampa and the Nampa Highway District in November of 2016 entered into a cooperative agreement regarding roadway maintenance and annexation of roadways. The agreement states that: “When 55% or more of a total road frontage is annexed within a 1/2-mile length of road the City shall annex the entire 1/2-mile section.” Several locations annexed prior to the agreement do not follow this new standard. This proposed annexation addresses these older annexations and better delineates maintenance responsibility for Lake Lowell Avenue.  
**Applicable Regulations:** In order for right-of-way lands to be annexed they must be contiguous with city limit boundaries or be enclaved by other properties and touching previously annexed property.  
**Existing Uses:** This Lake Lowell Avenue right-of-way segment is a previously established and developed street.

**Special Information**

**Public Services:** Police and fire already service city incorporated areas surrounding the right-of-way location.  
**Physical Site Characteristics:** Existing previously constructed street locations.  
**Correspondence:** Following adjacent property owner notification mailings Staff received a few calls from property owners adjacent this section of Lake Lowell Avenue. The matter is a bit confusing, but once explained no opposition was stated. No communications have been received since the Planning and Zoning Commission hearing.

**Staff Findings and Discussion**

If the City Council accepts the Planning & Zoning Commission recommendation and votes to approve the requested annexation and zoning the following findings are suggested:

1) Annexation and Zoning to the same zoning as the adjacent private properties is requested for this Lake Lowell Avenue right-of-way section, comprising a total of 3.03 acres or 132,000 sq. ft.

2) The proposed zoning to that of the adjacent private properties for the right-of-way annexation conforms with the city’s comprehensive plan future land use map for this Lake Lowell Avenue right-of-way section.
3) The City of Nampa and the Nampa Highway District in November of 2016 entered into a cooperative agreement regarding roadway maintenance and annexation of roadways. The agreement states that: “When 55% or more of a total road frontage is annexed within a ½ mile length of road the City shall annex the entire ½ mile section.”

4) Several street locations annexed prior to the agreement did not follow this new standard.

5) The proposed street right-of-way annexation addresses the older annexations and better delineates maintenance responsibility for the Lake Lowell Avenue roadway.

**Recommended Conditions of Approval** – None required.

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

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

**MOTION CARRIED**

**MOVED** by Levi and **SECONDED** by Rodriguez to **accept the Annexation and Zoning** to the adjacent RS7 (Single Family Residential – 7,000 sq. ft.), RS8.5 (Single Family Residential – 8,500 sq. ft.), or RS22 (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, Idaho being the northerly 25 feet of said NW ¼ of Section 31 and the southerly 25 feet of said SW ¼ of Section 30 (50 feet X 2,640 feet – 3.03 acres or 132,000 sq. ft.) for the City of Nampa and authorize the City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

**MOTION CARRIED**

**#6-5.** - Mayor Kling opened a **public hearing** for **Annexation and Zoning** to RS6 Single Family Residential – 6,000 sq. ft.) 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 NE ¼ SW ¼ of Section 33, T3N, R2W, BM) for **Nick Babak** for The Promised Land Subdivision. The Planning and Zoning Commission recommended approval (ANN 128-19).

Nick Babak, 700 West Mariah Avenue presented the request.

Senior Planner Kristi Watkins presented the following staff report explaining that the request is for annexation and zoning assignment of land to RS-6 pertaining to A 7.44-acre portion of land at 700 E Mariah Ave (6 single family detached lots for 1.24 dwelling units per gross acre) on a portion of lots 7,8, & 9 of Home Acres Subdivision No. 14, in the NE ¼, SW ¼ of Section 33, T3N, R2W, BM, Canyon County, Nampa, Idaho (hereinafter the “Property”)… for Nick Babak, owner/developer.
Findings of Fact & Conclusions of Law regarding annexation and zoning

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.

Zoning: Regarding Applicant’s Annexation and Zoning Request (to RS6) 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,
   
   **North:** RS 6 – Iowa Meadows Subdivision  
   **South:** Canyon County, Enclaved, one single family parcel  
   **East:** RS 6 – The Woodlands Subdivision  
   **West:** RS 6 – Taylor Glenn Subdivision

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

4. **Proposed Zoning:**
   That the proposed RS6 district, “…is intended for medium density, 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 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) 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 enclave by City 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 residential zoning was already approved for the properties to the north, east and west and the property to the south is of larger acreage; 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,

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, 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, subdivision design, etc.); and,

8. Comprehensive Plan:
The Property is positioned in an “Medium Density “setting” per the Future Land Use Map associated with the City’s adopted Comprehensive Plan. The Medium Density Designation calls for a density of 4-9 units per acre.

The Planning and Zoning Commission recommends approval for Annexation and Zoning to RS 6 to match the surrounding zoning districts.

Nampa City Code, 10-2-3C Conclusions of Laws Pertinent to Proposed Zoning Map Amendments. #1 states: “The proposed map amendment(s) is, are or would be in harmony with the city’s currently adopted comprehensive plan and comprehensive plan land use map”; and #4 says: “The proposed map amendment(s) is not, are not or would not create a ‘spot’ zone (having a section of one kind of zoning surrounded by another) having no supportive basis per the adopted comprehensive land use map so as to only serve(s) to benefit the applicant(s).”

10. Services:
That utility and emergency services are, available to the Property…

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 City Council in case the requested entitlement is considered for approval.
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Staff has provided the City Council with all of the relevant report/packet documentation or visual information available to us at the time this report was generated. Notification of the City 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 Engineering under special circumstances. No taking of other parties’ property(ies) 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 October 1, 2019] is hereafter attached to this report, to include:

1. An August 8, 2019 email printout from the Nampa Highway District #1 authored by Eddy Thiel, indicating that they have no comment; and,

2. An August 12, 2019 email printout from Neil Jones with the Nampa Building Department 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. An August 13, 2019 email printout from the Nampa Parks Department authored by Cody Swander indicating that they request that 20’ from the top of the north bank along the Edwards/Deerflat Canal be deeded and dedicated to the City of Nampa for the future location of the Edwards Pathway as indicated on the City of Nampa Bicycle and Pedestrian Master Plan; and,

4. A telephone conversation with the Applicant on August 29, 2019, indicates that they are not opposed to being assigned an RS6 or RS 8.5 zoning designation if the Planning and Zoning Commission feels that is more appropriate for the area, provided that any animal uses already on-site may continue. Staff assured them that existing animal uses, at the time of annexation, would be allowed to continue; and,

5. A memo, dated September 2, 2019, authored by Caleb LaClair, stating the following:
Engineering Project Comments
A. The project site is located at 700 and 701 W Miranda Ave and will take access from W Miranda Ave and W Mariah Ave, both classified as a “Local Road”.
B. Both Miranda and Mariah Ave are fully developed with pavement, rolled curb, and sidewalk up to the property. No additional right-of-way dedication or improvements are necessary for these roads with this development.
C. The project intends to provide access to the internal lots with a new private road parcel within a 56’ wide common lot. The roadway design shall provide at a minimum two 12’ paved travel lanes with 3’ compacted gravel shoulders on both sides.
D. 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” sewer main in Miranda and Mariah Ave;
   • 8” water main in Miranda and Mariah Ave; and,
   • 6” and 3” pressure irrigation main along the north, east, and west property boundaries.
E. Due to the shallow nature of the sewer in Miranda and Mariah Ave, the property requested approval from council to allow private on-lot septic systems on account the proposed lot sizes exceed 1.0 acres in size. City Council granted approval as a business item during the May 20 hearing.
F. The Developer is required to extend public water main into the property and provide domestic water and pressure irrigation service hook-ups for the proposed lots.
G. An Erosion Control Permit with City of Nampa is required prior to the start of any earth disturbing activities.
H. A Right-of-Way Permit with City of Nampa is required prior to any work within the Mariah Ave and Miranda Ave right-of-way.

Engineering Final Plat Comments
1. Revise “Jerusalem Street” to “S. Jerusalem Lane” and “Samaria Avenue” to “W. Samaria Lane”.
2. Add to Note 11 “to be maintained by The Promised Land Subdivision Homeowner’s Association”.
3. Add note that subdivision is subject to The Promised Land Subdivision Covenants, Conditions, and Restrictions (CC&R’s) recorded as Instrument #________. CC&R’s should specify maintenance and cost share responsibilities for the shared driveway and drainage improvements.
4. Check for any spelling or punctuation errors in the notes and legend and correct.

Engineering Conditions of Approval
1. The Developer’s Surveyor shall address all Final Plat comments prior to City Engineer signature of the plat.
2. Developer’s Engineer shall address all Construction Drawing and Drainage Report comments identified in the “The Promised Land Subdivision – Construction Drawings & Final Plat – 1st Review” letter from the Nampa Engineering Division, dated 9/2/2019 prior to construction drawing approval.

3. CC&R’s or alternative agreement shall be submitted to the Nampa Engineering Division for review prior to City Engineer signature of the plat. CC&R’s shall specify maintenance and cost share responsibilities for the shared driveway and drainage improvements and the recording instrument number shall be noted on the plat.

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

5. Drainage shall be retained on site in accordance with approved plans. Inspection and certification of work shall be by the Engineer of Record (EOR). EOR shall provide a letter to the Nampa Engineering Division certifying on-site drainage facilities were installed in substantial conformance with the approved plans and specifications at the time of Record Drawing submittal and prior to City Engineer signature of the Final Plat.

6. Developer shall obtain a septic permit from Southwest District Health Department and submit a copy to the Nampa Building Department prior to Building Permit approval for any and all lots within the subdivision.

**Recommended Conditions of Approval**

Should the City Council vote to approve of the Annexation and Zoning to RS 6 request for the property located at 700 W Mariah Avenue, staff would suggest the following as (a) Condition(s) of Approval (most of which apply to the platting of the property for the Promised Land Subdivision) for adoption with any such vote/action (note: the Council may obviously add, subtract and/or modify conditions as it deems appropriate):

1. The Developer/Development shall comply with all requirements imposed by City 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. Deed & dedicate 20’ from the top of the north bank of along the Edwards/Deer Flat Canal to the City of Nampa for future pathway construction; and,

4. The Developer’s Surveyor shall address all Final Plat comments prior to City Engineer signature of the plat.
5. Developer’s Engineer shall address all Construction Drawing and Drainage Report comments identified in the “The Promised Land Subdivision – Construction Drawings & Final Plat – 1st Review” letter from the Nampa Engineering Division, dated 9/2/2019 prior to construction drawing approval.

6. CC&R’s or alternative agreement shall be submitted to the Nampa Engineering Division for review prior to City Engineer signature of the plat. CC&R’s shall specify maintenance and cost share responsibilities for the shared driveway and drainage improvements and the recording instrument number shall be noted on the plat.

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

8. Drainage shall be retained on site in accordance with approved plans. Inspection and certification of work shall be by the Engineer of Record (EOR). EOR shall provide a letter to the Nampa Engineering Division certifying on-site drainage facilities were installed in substantial conformance with the approved plans and specifications at the time of Record Drawing submittal and prior to City Engineer signature of the Final Plat.

9. Developer shall obtain a septic permit from Southwest District Health Department and submit a copy to the Nampa Building Department prior to Building Permit approval for any and all lots within the subdivision.

10. 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; and,

11. <Any other conditions by City Council…>

Councilmembers asked questions.

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

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

MOTION CARRIED

MOVED by Hogaboam and SECONDED by Rodriguez to approve the Annexation and Zoning to RS6 Single Family Residential – 6,000 sq. ft.) 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 NE ¼ SW ¼ of Section 33, T3N, R2W, BM for Nick Babak for The Promised Land Subdivision with staff conditions and authorize the City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the MOTION CARRIED

Item #6-6. - Mayor Kling opened a public hearing for Annexation and Zoning to RS6 (Single Family Residential – 6,000 sq. ft) at 1700 E. Iowa Avenue (A .37 acre or 16,117 sq. ft. parcel situated in the SW ¼ NW ¼ of Section 35, T3N, R2W, BM) for Ronald and Janette Hanson for connection to city water and sewer services and construction of a new home. The Planning and Zoning Commission recommended approval (ANN 131-19).

Ron Hanson, 1700 East Iowa Avenue presented the request.

Norm Holm presented the following staff report explaining that the request is for annexation and zoning to RS-6 (Single Family Residential – 6,000 sq. ft) at 1700 East Iowa Avenue for Ronald and Janette Hanson for connection to city water and sewer services and construction of a new home. A manufactured home previously existed on the property and has been removed. (ANN 131-19)

**General Information**

**Planning and Zoning Commission Recommendation:** Approval subject to below specified conditions. **Zoning & Planning History:** The applicant/owner requests to hook up to city water and sewer service and construct a new home on the property. **Status of Applicant:** Owner and future resident. **Annexation Location:** 1700 E. Iowa Avenue situated in the SW ¼ NW ¼ of Section 35, T3N, R2W, BM. **Proposed Zoning:** RS6 (Single Family Residential – 6,000 sq. ft.). **Size:** A .37-acre or 16,268 sq. ft. parcel. **Existing Zoning:** County R1 (Single Family Residential). **Comprehensive Plan Designation:** Presently Employment Center but proposed to be changed to Medium Density Residential under current Comprehensive Plan Update. **Surrounding Land Use and Zoning:** North- Single family residential and rural residential; enclosed County- R1 single family residential - South- Single family residential and rural residential; enclosed County- R1 - East- Single family residential and rural residential; enclosed County- R1 - West- Single family residential; Enclaved county- R1. **Applicable Regulations:** In order for a property to be annexed it must be contiguous with the city limits or be enclosed by other properties so annexed. The parcel connects with the city limits at its frontage on E. Iowa Avenue. The parcel is part of an approximate 41-acre enclaved area. **Existing Uses:** Vacant residential parcel.
Regular Council  
October 7, 2019  

Special Information  

Public Utilities: 18" and 15" sewer main in E. Iowa Avenue - 10" water main on north side of E. Iowa Avenue - 8" pressure irrigation main on south side of E. Iowa Avenue. Public Services: Police and fire already service city incorporated areas near the location. Physical Site Characteristics: Existing single-family residential parcel. Transportation: Access to the property is from E. Iowa Avenue- classified as "Local Road". Correspondence: No correspondence has been received from any area property owners or residents either opposing or supporting the request for annexation and zoning to RS6.  

Staff Findings and Discussion  

From a land use standpoint, the location is shown on the proposed update of the comprehensive plan “future land use map” for medium density residential use as being compatible with the zoning that has been requested. If the Planning & Zoning Commission recommends approval of the requested annexation and zoning the following findings are suggested:  

1) The parcel connects with the city limits at its south E. Iowa Street frontage. The parcel is part of an approximate 41-acre enclaved area.  

2) The area can reasonably be assumed to be available for the orderly development of the city with the city limits having grown into the area and the adjacent lands have been annexed and developed.  

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

4) The property owner requested annexation and zoning to RS6 to city water and sewer service and build a new single-family dwelling.  

Recommended Conditions of Approval  

Staff suggests the City Council accept the Planning and Zoning Commission recommendation and approve the Annexation and Zoning to RS6 subject to the following engineering required conditions of approval:  

1) 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.
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2) 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.

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

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

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

Councilmember Bruner left the meeting at 9:30 p.m.

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

MOTION CARRIED

MOVED by Rodriguez and SECONDED by Haverfield to approve Annexation and Zoning to RS6 (Single Family Residential – 6,000 sq. ft.) at 1700 E. Iowa Avenue (A .37 acre or 16,117 sq. ft. parcel situated in the SW ¼ NW ¼ of Section 35, T3N, R2W, BM) for Ronald and Janette Hanson for connection to city water and sewer services and construction of a new home with staff conditions and being able to use the well for irrigation purposes and authorize the City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

❖ (5) New Business ❖

Item #5-2. - Mayor Kling presented the request to authorize the Mayor to sign the Firefighters IAFF Local 804 contract. (reviewed and approved by the City Attorney).

MOVED by Haverfield and SECONDED by Levi to authorize the Mayor to sign the Firefighters IAFF Local 804 contract. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #5-4. - Mayor Kling presented the following resolution and approval of the contract for the lease of a new fire engine.
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Fire Chief Kirk Carpenter presented a staff report explaining that the memo is to refresh everyone’s memory about the purchase of a replacement pumper for Nampa Fire Station 4. The City of Nampa and the Nampa Fire Department signed a contract to purchase a new Rosenbauer pumper with Graham Fire in December 2018.

November 2019 Graham Fire notified the Nampa Fire Department that the replacement chassis should arrive in mid to late October. This is an important milestone because if we pay for the chassis upon arrival at the factory the City of Nampa will receive a discount of $9,770.00.

To ensure we receive the discount Nampa Fire Department contacted the Community Leasing Partners and asked them to partner with the City of Nampa to create a lease agreement for the purchase of the replacement apparatus. With this leasing agreement in place, Community Leasing Partners will be able to release funds immediately upon arrival of the chassis at the Rosenbauer factory.

Attachment 2, Payment Schedule: 
$522,657.00 (purchase price) – $9,770.00 (discount) = $512,572.00 (total lease agreement) 
Payments will start October 2020.

SCHEDULE OF EQUIPMENT NO. 01, DATED 10/1/2019, TO MASTER EQUIPMENT LEASE PURCHASE AGREEMENT, DATED AS OF 10/1/2019, BETWEEN COMMUNITY FIRST NATIONAL BANK, AS LESSOR, AND CITY OF NAMPA, AS LESSEE.

MOVED by Haverfield and SECONDED by Rodriguez to pass the resolution as presented. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the resolution passed, numbered it 49-2019 and directed the clerk to record it as required. MOTION CARRIED

Item #5-5. - Mayor Kling presented the request to authorize the Mayor to sign a Food and Beverage Contract for the Ford Idaho Center and Nampa Civic Center was postponed at the request of staff.

Item #5-6. - Mayor Kling presented the request to authorize the Mayor to sign a non-alcohol beverage agreement with Pepsi Beverages Company – Bottling Group, LLC. for divisions within the Nampa Parks and Recreation Department that include the Nampa Recreation Center, Ridgecrest Golf Course, Centennial Golf Course and beverage services through the Recreation Division.

Darrin Johnson presented a staff report explaining that the Parks and Recreation Department advertised a Request for Proposal (RFP) seeking exclusive service for non – alcohol beverages.
Nampa Parks and Recreation Department has a current agreement with Pepsi Beverages Company with the expiration date of September 30, 2019.

After advertising the RFP, two proposals were received for consideration. Pepsi Beverages Company and Swire Coca-Cola both submitted proposals. A committee representing all parks and recreation divisions reviewed the proposals and it was a unanimous decision that the proposal submitted by Pepsi was the most advantageous for the City. The total financial contributions and service levels were comparable. However, Pepsi offered the lowest overall product prices which made Pepsi Beverages Company the best choice. Attached is a comparison sheet that shows financial contributions and proposed prices.

The attached contract and agreements have been reviewed by Nampa’s legal counsel.

MOVED by Hogaboam and SECONDED by Haverfield to authorize the Mayor to sign a non-alcohol beverage agreement with Pepsi Beverages Company – Bottling Group, LLC. for divisions within the Nampa Parks and Recreation Department that include the Nampa Recreation Center, Ridgecrest Golf Course, Centennial Golf Course and beverage services through the Recreation Division. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #5-7. – The following Resolution was presented:

Mayor Kling presented a staff report.

THE STATE OF IDAHO AUTHORIZED THE CREATION OF REGIONAL PUBLIC TRANSPORTATION AUTHORITIES UNDER CHAPTER 21, TITLE 40 OF THE IDAHO CODE TO “... PROVIDE PUBLIC TRANSPORTATION SERVICES, ENCOURAGE PRIVATE TRANSPORTATION PROGRAMS AND COORDINATE BOTH PUBLIC AND PRIVATE TRANSPORTATION PROGRAMS, SERVICES AND SUPPORT FUNCTIONS...”.

MOVED by Haverfield and SECONDED by Rodriguez to pass the resolution as presented. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the resolution passed, numbered it 50-2019 and directed the clerk to record it as required.

MOTION CARRIED

Item #5-8. - Mayor Kling presented the request to authorize the Mayor to sign the Memorandum of Understanding (MOU) between Mr. Francisco Ramirez Escobar defining the construction and cost share responsibility for drainage facility to be located on Mr. Escobar’s property. (approved in the FY20 budget)
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Daniel Badger presented a staff report explaining that the Heco Engineering, representing Mr. Francisco Ramirez Escobar, has approached the Nampa Engineering Division about pursuing development of an unaddressed parcel owned by Mr. Escobar located between 711 and 629 Lone Star Road (Tax Parcel # R1521601200); See Exhibit “A-1”. Upon review it was determined Mr. Escobar’s property is located at a low point in Lone Star Road that accepts runoff from approximately 1,360-ft of roadway. Heco Engineering and Mr. Escobar are requesting shared cost for required drainage improvements since the facility will be sized to accept regional runoff from beyond the property frontage. The following facts are associated with this request:

The Lone Star Road low point at this property is subject to periodic flooding due to lack of drainage facilities.

The Nampa Engineering Division previously planned to construct a drainage facility at this location as part of a Lone Star Road Rehabilitation Plan in 2015 (Project # 02-1412); See Exhibit “A-2” for plan excerpts. The project was tabled due to changes in capital improvement project priorities that year.

Lone Star Road is classified as a “Minor Arterial”. Nampa City Code Section 9-3-1 requires development to construct storm drainage facilities along their project frontage designed to handle the required drainage per the City’s adopted Engineering Process and Policy Manual.

The total road frontage tributary to the Lone Star Road low point is approximately 1,360-ft, while the total Escobar property frontage is 194-ft. A drain inlet is located approximately 440-ft west of the property, and a high point is located approximately 730-ft east of the property. The percentage of property frontage to the total tributary area is approximately 14%.

Heco Engineering has prepared a conceptual design plan and preliminary cost estimate for the proposed drainage facility (Exhibits “A-3” and B). The total estimated cost is approximately $29,900, resulting in a maximum estimated City contribution of $25,700. These funds will be allocated out of the FY20 Stormwater Project Budget.

The Nampa Engineering Division feels it is appropriate to share in the cost of the drainage facility design and construction since it has regional benefits beyond the property. The Engineering Division recommends entering into a Memorandum of Understanding (MOU) to define the responsibilities and conditions of this collaboration. The City attorney has reviewed the MOU.

MOVED by Haverfield and SECONDED by Hogaboam for approval to allow the Mayor to sign the Memorandum of Understanding (MOU) between Mr. Francisco Ramirez Escobar defining the construction and cost share responsibility for a drainage facility to be located on Mr.
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Escobar’s property. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #5-9. - Mayor Kling presented the request to approve right-of-way encroachment requested by Mission Aviation Fellowship for a company sign to be located adjacent to their property at 4411 Airport Road and allow Mayor to sign the Encroachment Agreement under the following conditions:

♦ A licensed public works contractor performs the installation and all future work/maintenance;
♦ All current and future permits needed for installation and maintenance be obtained through the City of Nampa prior to start of work.

Tom Points presented a staff report explaining that the Mission Aviation Fellowship has requested for the allowance of a sign to encroach into an existing public right-of-way, located adjacent to their property at 4411 Airport Road described as “Parcel 1, a part of the SE ¼ NE ¼, Section 24, T3N, R2W” (see Exhibit A-1). The following facts are associated with this request:

• The consultant for Mission Aviation Fellowship (MAF), Keith Smith, reached out to the City of Nampa in July of 2019 with MAF’s request to install a company sign within the cities right-of-way and was notified that an encroachment agreement would need to be established. MAF, through Mr. Smith, then formally submitted a request to encroach into the existing public right-of-way in September of 2019 (see Exhibit B). This is also when Mr. Smith submitted documentation of MAF’s proposed sign location and dimensions (see Exhibits C & D, respectfully).
• In August of 2019, Mr. Smith was given Jeff Barnes contact information with the purpose of finding out what projects, if any, were planned in this location. Mr. Smith has stated that he spoke with Mr. Barnes and verified that the City of Nampa has no plans in the immediate future, nor any plans scheduled within the next 5 years that would utilize this portion of city right-of-way.
• Nampa Engineering Division staff has reviewed the record of survey for this parcel, past related civil plans and reviewed GIS data. It was determined that this sign would not be in conflict with any existing utilities or other easements.
• Nampa Engineering Division staff has reviewed the proposed placement of the sign and verified that it is outside of required vision triangle in accordance with City policies. Nampa Engineering Division has also reached out to the Planning and Zoning department and it has been verified that if this encroachment agreement is established that setback distances will not apply to this sign or its placement.
• Mission Aviation Fellowship has provided a formal letter stating that it will be the sole responsibility of MAF to remove/relocate this sign if the City of Nampa ever needs to use the right-of-way space (see Exhibit B).

MOVED by Hogaboam and SECONDED by Skaug to approve the public right-of-way encroachment requested by Mission Aviation Fellowship for the sign to be located adjacent to their
property at 4411 Airport Road and allow the Mayor to sign the attached Encroachment Agreement (Exhibit A) under the following conditions: 1. A licensed public works contractor performs the installation and all future work/maintenance; 2. All of the current and future permits needed for installation and maintenance be obtained through the City of Nampa prior to start of work. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

**MOTION CARRIED**

**Item #5-10.** - Mayor Kling presented the request to **authorize the Mayor to sign a Memorandum of Understanding (MOU)** allowing construction of a **private driveway** within the unimproved public right-of-way and authorize deferral of public street improvements as stipulated by the MOU and to enter into a formal Deferral Agreement with Wolf Building Company, LLC. (approved by legal)

Tom Points presented a staff report explaining that the City Engineering Division has received a request from Blake Wolf representing Wolf Building Company, LLC to allow construction of a private driveway within an unimproved public right-of-way, as well as, deferral of public street improvements within said right-of-way. The subject property is located at 904 W Greenhurst Road and is reflected in attached Exhibit “B”. The following facts are associated with this request:

- The public right-of-way was originally created as part of the “Home Acres Subdivision No. 6” in 1941. The intent was to provide access to two lots located along the Heron Lateral. Since that time, lot lines have been modified rendering the right-of-way unnecessary for direct lot access.
- Since development has not yet occurred in this block of the City, the right-of-way was never improved, and the land has been sitting vacant. The adjacent properties to the east and west, including the subject property, have been utilizing and maintain the ground generally as pasture.
- The Engineering Division does not support vacating the right-of-way at this time as it could be utilized to support future development of the ground adjacent to the Herron Lateral. At the same time, the Engineering Division sees no purpose in improving and maintaining the right-of-way until such time a more comprehensive development plan is presented.
- The subject property was recently approved for annexation into the City with application ANN-00114-2019. As part of this approval, the Engineering Division required additional public right-of-way dedication including 10’ along the W Greenhurst Road frontage for 50’ total, and an additional 2’ along the western edge of the unimproved right-of-way to eventually support a minimum 44’ wide total right-of-way width.
- The Engineering Division does not oppose the request from Wolf Building Company, LLC to utilize the unimproved public right-of-way as a shared driveway access under the condition that the property owners bear the full responsibility and cost of construction and long-term maintenance. The Engineering Division recommends entering into a
Memorandum of Understanding (MOU) to define the conditions of this allowance (see Exhibit “A”).

- The Engineering Division does not oppose the request from Wolf Building Company, LLC to defer public street improvements within the unimproved right-of-way under the condition the property owner(s) will be responsible to fund an equal share of the half street improvements along the existing +/-330’ length of right-of-way at the time public street improvements are deemed necessary.

- The City attorney has reviewed both the MOU and the associated Deferral Agreement.

MOVED by Rodriguez and SECONDED by Skaug to approval to allow the Mayor to sign the Memorandum of Understanding (MOU) allowing the construction of a private driveway within the unimproved public right-of-way and authorizing deferral of public street improvements as stipulated by the MOU and to enter into a formal Deferral Agreement (Exhibit “C”) with Wolf Building Company, LLC. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #5-11. - Mayor Kling presented the request to authorize the Mayor and Public Works Director to sign a Task Order and Contract with Paragon Consulting, Inc. for professional services on Lake Lowell Ave Rebuild (Midland Blvd to 12th Ave Rd) project in the amount of $179,085.00 (T&M N.T.E.).(approved in FY20 budget)

Tom Points presented a staff report explaining that the City identified the need to rebuild Lake Lowell Avenue between Midland Boulevard and 12th Avenue, approximately one mile. (Exhibit A)

Engineering reviewed the first-choice consultant roster and conducted consultant interviews, selecting Paragon Consulting to perform professional design services for the Lake Lowell Avenue Rebuild project.

Paragon Consulting provided a scope of work to provide design services for roadway improvements including roadway reconstruction and widening to include a paved shoulder, curb, gutter, sidewalks, intersection improvements, pedestrian crossing facilities, water, sewer, irrigation and drainage improvements in the amount of $179,085.00. (Exhibit B).

The scope of work acknowledges the new construction in front of Nampa High School and these new improvements will remain and not be disturbed.

The Lake Lowell Avenue Rebuild project will be designed in FY20 with construction in FY21. This schedule allows time for right of way acquisition required for roadway widening within portions of the project. The current approved design budget is $500,000 and is from the FY20 Streets Division.
Engineering Division has reviewed the Scope of Work and recommends approval of the task order to Paragon Consulting in the amount of $179,085.00.

MOVED by Rodriguez and SECONDED by Haverfield to authorize the Mayor and Public Works Director to sign a Task Order and Contract with Paragon Consulting, Inc. for professional services on Lake Lowell Avenue Rebuild (Midland Boulevard to 12th Avenue Road) project in the amount of $179,085.00 (T&M N.T.E.). The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #5-12. - Mayor Kling presented the following resolution and to approve the State-Local Agreement for Midland Blvd UPRR RRX project and authorize Mayor to sign it. (approved the FY20 budget)

Tom Points presented a staff report explaining that this project will install a concrete median along the centerline of Midland Boulevard, North and South of the railroad tracks to prevent vehicles from attempting to maneuver around stopped vehicles and the lowered mast arm when a train is present. These safety improvements are in response to the near fatal accident caused when a driver bypassed stopped vehicles and the lowered mast arm and was struck by a train.

The city was approved for up to $70,000 in funding for this safety improvement project, including construction and inspection costs, from the Idaho Transportation Department. Funds are 90% federal and 10% state funds. The project will be paid for by the City and reimbursed by the Idaho Transportation Department for the full construction cost.

The Design will be completed by City staff and the City will select a consultant to perform Construction Inspection.

Estimated project costs are the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Environmental Design (ITD)</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Design (In House)</td>
<td>$ 0</td>
</tr>
<tr>
<td>Estimated Construction</td>
<td>$55,000</td>
</tr>
<tr>
<td>Estimated Construction Engineering and Inspection (CE&amp;I)</td>
<td>$10,000</td>
</tr>
<tr>
<td>Total Estimated Project Costs</td>
<td>$70,000</td>
</tr>
</tbody>
</table>

Council approval of the State-Local Agreement will facilitate getting this important safety improvement project constructed.

THE IDAHO TRANSPORTATION DEPARTMENT, HEREAFTER CALLED THE STATE, HAS SUBMITTED AN AGREEMENT STATING OBLIGATIONS OF THE STATE AND
Regular Council
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THE CITY OF NAMPA, HEREAFTER CALLED THE CITY, FOR DEVELOPMENT AND CONSTRUCTION OF MIDLAND BLVD. UPRR RRX.

MOVED by Hogaboam and SECONDED by Haverfield to pass the resolution as presented and approve the State-Local Agreement and authorize the Mayor to sign. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the resolution passed, numbered it 51-2019 and directed the clerk to record it as required.

MOTION CARRIED

Item #5-13. - Mayor Kling presented the request to award the bid and authorize the Mayor to sign a contract for the FY19 Water Improvement Project – 11th Ave N at 2nd St N and 4th St N with Titan Technologies, Inc., in the amount of $232,500.00. (approved in the FY20 Waterworks contingency)

Tom Points presented a staff report explaining that the Engineering Division, as part of the Public Works Asset Management Program, identified the following deteriorated water lines to be replaced in 11th Avenue North (see Exhibit A):

1. 8” water line in 2nd Street North crossing 11th Avenue North
2. 6” water line in 4th Street North crossing 11th Avenue North

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

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

Prior Council actions include

- Authorized a Task Order with Mountain Waterworks on December 17, 2018.
- Authorized proceeding with the bid process for the project on May 6, 2019.
- Authorize award to Cascade Pipeline for the project on June 17, 2019

Project was not started due Cascade Pipeline going out of business therefore being unable to fulfill the construction contract. The project was recently rebid.

The City received one bid from Titan Technologies in the amount of $232,500.00 (see Exhibit B).

The estimated FY19 Water Improvement Project – 11th Ave/2nd St & 11th Ave/4th project costs are as follows:

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Design (FY19 Water funds)</td>
<td>$ 27,360.00</td>
</tr>
<tr>
<td>Construction Low Bid Amount</td>
<td>$ 232,500.00</td>
</tr>
</tbody>
</table>
Regular Council
October 7, 2019

<table>
<thead>
<tr>
<th>Construction Engineering &amp; Inspection</th>
<th>$   17,235.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total estimated cost</td>
<td>$   277,095.00</td>
</tr>
</tbody>
</table>

The approved project budget is $344,000.00 waterworks budget.

Engineering recommends awarding contract to the low bidder, Titan Technologies.

**MOVED** by Rodriguez and **SECONDED** by Haverfield to **award** the **bid** and **authorize** the **Mayor** to **sign contract** for the **FY19 Water Improvement Project** - 11th Ave N at 2nd St N & 4th St N with Titan Technologies Inc., in the amount of **$232,500.00**. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the **MOTION CARRIED**

**Item #5-14.** - Mayor Kling presented the request to **authorize** the **Mayor** and **Public Works Director** to **sign** a **Task Order** and **Contract** with **Mountain Waterworks, Inc.** for professional services on Flamingo Avenue Waterline Replacement Project (Middleton Road to Cassia Street) in the amount of **$90,230.00** (T&M N.T.E.). (approved in the FY20 budget)

Tom Points presented a staff report explaining that the City recently experienced two water main breaks along Flamingo Avenue between Middleton Road and Cassia Street. (Exhibit A)

Waterworks Division was able to perform spot repairs to have the line operational after the first and second breaks however the decision was made to isolate the troubled area to reduce the chance of future pipe break.

Several potholes were completed along Flamingo Avenue to observe the waterline and it was determined that the cause of the pipe breaks was due to improper bedding materials during the initial installation of the pipe.

Engineering reviewed the first-choice consultant roster and selected Mountain Waterworks to perform professional design services for the Flamingo Avenue Waterline Replacement project.

Mountain Waterworks provided a scope of work to provide design services for approximately 2,650 feet of 12-inch water main, new isolation valves, new connections to services, fire hydrant replacements, surface repairs and investigation of the existing storm drain system that was washed out in the area in the amount of $90,230.00. (Exhibit B)

The Flamingo Avenue Waterline Replacement project will be designed and constructed in FY20. This project was not budgeted for in the FY20 budget due to the timing of the breaks. The design work will be paid for from the contingency amount approved in the FY20 Waterworks budget. Construction funding will be identified prior to authorization to bid.
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Engineering Division has reviewed the Scope of Work and recommends approval of the task order to Mountain Waterworks in the amount of $90,230.00.

**MOVED** by Haverfield and **SECONDED** by Rodriguez to **authorize** the **Mayor** and **Public Works Director** to **sign** a **Task Order** and Contract with **Mountain Waterworks, Inc.** for professional services on Flamingo Avenue Waterline Replacement Project (Middleton Road to Cassia Street) in the amount of **$90,230.00** (T&M N.T.E.)  The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the  **MOTION CARRIED**

**Item #5-15.** - Mayor Kling presented the request to **award** the **bid** and **authorize** the **Mayor** to **sign a contract** for the **Irrigation Electrical Improvements FY19 project** with AME Electric, Inc. in the amount of **$157,800.00**. (approved in FY20 budget)

Tom Points presented a staff report explaining that the Waterworks Division will replace Variable Frequency Drive (VFD) systems, harmonic filters and flow meters at four irrigation pump stations (see Exhibit A).

- Amity Avenue Pump Station
- Lone Star Pump Station
- Vista Ridge Pump Station
- Oakhurst Pump Station

This is part of the City’s Asset Management Program implemented in 2007 to strategically and cost effectively maintain/replacement equipment within the current asset management zone.

Waterworks Division hired Mountain Waterworks to provide design and construction, engineering and inspection services for $21,813.00.

The City received four bids, the apparent low bidder is AME Electric, Inc. for $157,800.00 (see Exhibit B).

The Water Electrical Improvements FY19 estimated project costs are as follows:

<table>
<thead>
<tr>
<th>Design &amp; Construction Engineering &amp; Inspection (CE&amp;I)</th>
<th>$ 21,813.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Low Bid Amount</td>
<td>$ 157,800.00</td>
</tr>
<tr>
<td>Total estimated cost</td>
<td>$ 179,613.00</td>
</tr>
</tbody>
</table>

The approved project budget is $200,000.00 from irrigation budget, the FY20 projects identified for upgrades will not be constructed as those funds will be utilized for FY19 projects.

Engineering recommends awarding contract to the low bidder, AME Electric, Inc.
MOVED by Haverfield and SECONDED by Hogaboam to award the bid and authorize the Mayor to sign a contract for the Irrigation Electrical Improvements FY19 project with AME Electric, Inc. in the amount of $157,800.00. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #5-16. - Mayor Kling presented the request to award the bid and authorize the Mayor to sign a contract for the Water Electrical Improvements FY19 project with Challenger Companies, Inc. in the amount of $157,133.00. (approved in FY20 budget)

Tom Points presented a staff report explaining that the Waterworks Division will replace Variable Frequency Drive (VFD) systems and chlorinators at well four and well six. (see Exhibit A)

This is part of the City’s Asset Management Program implemented in 2007 to strategically and cost effectively maintain/replace equipment within the current asset management zone.

Waterworks Division hired Mountain Waterworks to provide design services for $20,133.00.

The City received three bids, the apparent low bidder is Challenger Companies, Inc. for $137,000.00 (see Exhibit B).

The Water Electrical Improvements FY19 estimated project costs are as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design &amp; Construction Engineering &amp; Inspection (CE&amp;I)</td>
<td>$20,133.00</td>
</tr>
<tr>
<td>Construction Low Bid Amount</td>
<td>$137,000.00</td>
</tr>
<tr>
<td>Total estimated cost</td>
<td>$157,133.00</td>
</tr>
</tbody>
</table>

The approved FY20 project budget is $150,000.00 from waterworks budget, the FY20 projects identified for upgrades will not be constructed as those funds will be utilized for FY19 projects. Project overages will be paid for via project savings from upcoming FY20 projects.

Engineering recommends awarding contract to the low bidder, Challenger Companies, Inc.

MOVED by Haverfield and SECONDED by Skaug to award the bid and authorize the Mayor to sign a contract for the Water Electrical Improvements FY19 project with Challenger Companies, Inc. in the amount of $157,133.00. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED
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**Item #5-17.** - Mayor Kling presented the request to **authorize** the **Mayor** to **approve purchase** of additional **Meter Transmission Units** (MTUs) at **Aclara Technologies, LLC**, contract unit price, not to exceed the budget amount of **$681,500.00**. (approved in FY20 budget)

Tom Points presented a staff report explaining that the Water Division continues to implement the Automated Meter Reading (AMR) System Project and needs to purchase additional meter transmission units (MTUs) and meters.

The MTU’s are paired with water meters to allow for automated meter reading as previously discussed and approved by Council.

As of August 2019, there are more than 11,700 customers on the AMR system.

7,200 MTUs/Parts need to be purchased for the FY 2020 installation plan.
- (6,000) MTU’s
- (500) Dual Port MTU’s (2 meters 1 tub)
- (700) MTU Antennas

Contract prices for the units are established under the Automated Meter Reading System Project contract with Aclara Technologies LLC, which expires in 2020.

The total automated MTU unit purchase value is $681,500.00. This purchase will be made with Fiscal Year 2020 Water Division Meter Budget.

Public Works reviewed the purchases and recommends approval.

**MOVED** by Haverfield and **SECONDED** by Levi to **authorize** the **Mayor** to **approve purchase** of additional meter transmission units at the **Aclara Technologies, LLC** contract unit price, not to exceed the budget amount of **$681,500.00**. The Mayor asked for a roll call vote with all Council members present voting **YES**. The Mayor declared the **MOTION CARRIED**

**Item #5-18.** - Mayor Kling presented the request to **authorize** the **Mayor** to **approve purchase** of additional **water meters** at **Hydro Specialties Company** contract unit price, not to exceed the budget amount of **$886,946.00**. (as approved in the FY20 budget)

Tom Points presented a staff report explaining that the Water Division continues to implement the Automated Meter Reading (AMR) System Project and needs to purchase additional water meters.

The water meters are paired with meter transmission units to allow for automated meter reading as previously discussed and approved by Council.
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7,000 meters need to be purchased to continue the FY 2020 installation plan.
  o (100) 5/8” meters
  o (1,075) 3/4” meters
  o (5,675) 1” meters
  o (50) 1 ½” meters
  o (100) 2” meters

Contract prices for the units are established under the 2019 Water Meter Equipment contract, approved by City Council on February 4, 2019, with Hydro Specialties Company, expiring on December 31, 2020.

The total meter unit purchase value is $886,946.00. This purchase will be made with fiscal year 2020 Water Division Meter Budget.

Public Works reviewed the purchase and recommends approval.

MOVED by Rodriguez and SECONDED by Skaug to authorize the Mayor to approve purchase of additional meters at the Hydro Specialties Company contract unit price, not to exceed the budget amount $886,946.00. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #5-19. - Mayor Kling presented the request to authorize the Mayor and Public Works Director to sign a Task Order for Scope of Work with CTA Architects Engineers for the Nampa Wastewater Treatment Plant Phase II Upgrades Project Group E-Administration and Laboratory Building Renovation Design and Services During Construction.

Tom Points presented a staff report explaining that the Nampa Wastewater Program is beginning design and construction activities for Phase II Upgrades at the Nampa Wastewater Treatment Plant (WWTP). Phase II Upgrades are proposed to be constructed in four project groups

Project Group E, one of the four planned projects in the Phase II Upgrades, will improve the City of Nampa’s current Administration and Laboratory Building to meet the needs of the expanding operations. Project Group E will begin construction in Spring 2020 and is estimated to take 12 months
The City requested qualifications from consultants that were identified from the Request for Qualifications (RFQ) First Choice Consultant Hiring Roster. The consultant was selected by a panel of Public Works Department staff based on the response of the request, as well as the first-choice consultant rankings
Staff recommends CTA Architects Engineers perform the professional services for design given their specific expertise, knowledge, and performance on the Phase II Upgrades Preliminary Design.

Staff has negotiated a scope and fee with CTA for design and services during construction for Project Group E (see Exhibit A). The primary elements are as follows:

- Architectural, Structural, Mechanical/Plumbing, Electrical and Fire Protection design
- Workshop meetings with staff
- Laboratory equipment and process decision document
- Document compliance with regulatory requirements
- Review code compliance
- Construction cost estimates
- Plan approval process for City Building Department and Idaho Department of Environmental Quality permits

The Wastewater Division fiscal year 2020 budget for design on Project Group E is $233,000.

City staff and CTA have agreed upon a scope and fee in the amount of $207,233 T&M NTE (time and material not to exceed)

MOVED by Haverfield and SECONDED by Hogaboam to authorize the Mayor and Public Works Director to sign a task order for attached scope of work with CTA Architects Engineers for the Nampa Wastewater Treatment Plant Phase II Upgrades Project Group E – Administration and Laboratory Building Renovation Design and Services During Construction in the amount of $207,233.00 T&M NTE. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the MOTION CARRIED.

Item #5-20. - Mayor Kling presented the request to authorize the Mayor and Public Works Director to sign a Task Order for Scope of Work with Keller Associates, Inc., for Kings Road and Victory Road Roundabout Project Design Services.

Tom Points presented a staff report explaining that the City is moving forward on design and right-of-way acquisition for the Kings Road and Victory Road Roundabout Project.

The all way stop-controlled intersection is experiencing extended delays and congestion due to increasing traffic volumes (see Vicinity Map, Exhibit A). Five-year accident data reveals an increasing number of injury and property damage related crashes.

This project is part of a citywide strategic transportation upgrade. The future of Nampa’s transportation system is at a critical juncture with an estimated $17 million-dollar annual deficit.
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for transportation funding. In FY19, staff developed a three-phase strategy to fund transportation needs. The plan is designed to be equitable, incremental and achievable, utilizing multiple funding options to share responsibility amongst all those using the system.

Phase I is well underway and included a significant increase in growth related development impact fees and grants. As a result, the City is moving forward on 14 intersection projects including:

1. Kings/Victory Roundabout (design and property acquisition FY20).
2. Midland/Lake Lowell Intersection (design and construction anticipated in FY20).
3. Midland/Iowa Intersection (concept design and property acquisition in FY20).
4. Franklin Road/Birch Roundabout (concept design in FY20).
5. Idaho Center/Cherry Intersection (concept design and property acquisition in FY20).
6. Midland/Marketplace Intersection (concept design and property acquisition in FY20).
7. Garrity/39th Street North Intersection (property acquisition in FY20).
8. Franklin Road/Karcher Intersection (anticipated design in FY20).
9. Franklin Road/Industrial/3rd Avenue North Intersection (anticipated concept design in FY20).
11. Sunnybrook Drive/Greenhurst Intersection (anticipated construction in FY20).
13. Middleton/Lone Star Intersection (anticipated construction FY21).

Engineering staff reviewed the City’s Request for Qualifications (RFQ) First Choice Consultant Hiring Roster, conducted consultant interviews, and selected Keller Associates, Inc., to design the project.

Keller provided an initial scope of work and labor estimate (see Exhibit B) to provide roundabout design and right-of-way planning in FY20 for a time and material not to exceed (T&M NTE) amount of $181,495.00. Final design is anticipated to be completed in FY20. Construction is anticipated 2020-2022 and is dependent upon Phase II of the FY19 Transportation Funding Plan.

The Kings and Victory Intersection Improvement Project is impact fee eligible. The FY20 budget and expenses are summarized below:

<table>
<thead>
<tr>
<th>Budget Summary</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FY20 Streets</td>
<td>$ 101,250</td>
</tr>
<tr>
<td>FY20 Impact Fees</td>
<td>$ 123,750</td>
</tr>
<tr>
<td>Total</td>
<td>$ 225,000</td>
</tr>
</tbody>
</table>
Expense Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Task Order</td>
<td>$181,495</td>
</tr>
<tr>
<td>Estimated Right-of-Way</td>
<td>$43,505</td>
</tr>
<tr>
<td>Total</td>
<td>$225,000</td>
</tr>
</tbody>
</table>

Public Works staff has reviewed the scope of work and labor estimate and recommends approval.

MOVED by Rodriguez and SECONDED by Levi to authorize the Mayor and Public Works Director to sign a task order for attached scope of work with Keller Associates, Inc., for Kings Road and Victory Road Roundabout Project design services in the amount of $181,495.00 T&M NTE. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #5-21. - Mayor Kling presented the request to authorize the Mayor and Public Works Director to sign a Task Order for Scope of Work with Precision Engineering, LLC for Franklin Road and Birch Lane Roundabout Project Concept Design Services and Right-of-Way Acquisitions.

Tom Points presented a staff report explaining that the City is moving forward on the concept design for the Franklin Road and Birch Lane Roundabout.

The all way stop-controlled intersection is experiencing extended delays and congestion due to increasing traffic volumes (see Vicinity Map, Exhibit A). Five-year accident data reveals an increasing number of injury and property damage related crashes.

The future of Nampa’s transportation system is at a critical juncture with an estimated $17 million-dollar annual deficit for transportation funding. In FY19, staff developed a three-phase strategy to fund transportation needs in 10-15 years. The plan is designed to be equitable, incremental and achievable, utilizing multiple funding options to share responsibility amongst all those using the system.

Phase I is well underway and included a significant increase in growth related development impact fees and grants. As a result, the City is moving forward on fourteen intersection projects including:

- Kings/Victory Roundabout (design and property acquisition FY20).
- Midland/Lake Lowell Intersection (design and construction anticipated in FY20).
- Midland/Iowa Intersection (concept design and property acquisition in FY20).
- Franklin Road/Birch Roundabout (concept design in FY20).
- Idaho Center/Cherry Intersection (concept design and property acquisition in FY20).
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- Midland/Marketplace Intersection (concept design and property acquisition in FY20).
- Garrity/39th Street North Intersection (property acquisition in FY20).
- Franklin Road/Karcher Intersection (anticipated design in FY20).
- Franklin Road/Industrial/3rd Avenue North Intersection (anticipated concept design in FY20).
- Middleton/Smith Intersection (anticipated construction in FY20).
- Sunnybrook Drive/Greenhurst Intersection (anticipated construction in FY20).
- Holly/Colorado Intersection (anticipated construction in FY20).
- Middleton/Lone Star Intersection (anticipated construction FY21).
- Midland/Ustick Intersection (anticipated construction FY21).

Engineering staff reviewed the City’s Request for Qualifications (RFQ) First Choice Consultant Hiring Roster and conducted consultant interviews, and selected Precision Engineering, LLC to design the Franklin and Birch Roundabout Project.

Precision provided an initial scope of work and labor estimate (see Exhibit B) to provide concept design and right-of-way planning in FY20 for a time and material not to exceed (T&M NTE) amount of $93,934.60. Right-of-way acquisitions and final design is anticipated to be completed in FY21.

The Franklin and Birch Roundabout Project is impact fee eligible and has an approved FY20 Street Division budget summarized below:

<table>
<thead>
<tr>
<th>Budget Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY20 Streets</td>
</tr>
<tr>
<td>FY20 Impact Fees</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expense Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concept Design</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

Public Works staff has reviewed the scope of work and labor estimate and recommends approval.

**MOVED** by Haverfield and **SECONDED** by Levi to **authorize** the **Mayor** and Public Works **Director** to **sign a task order** for attached scope of work with **Precision Engineering, LLC** for Franklin Road and Birch Lane Roundabout Project concept design services and right-of-way acquisitions in the amount of **$93,934.60** T&M NTE. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the **MOTION CARRIED**.
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**Item #5-22.** - Mayor Kling presented the request to authorize the Mayor and Public Works Director to sign a Task Order for Scope of Work with Kittelson & Associates, Inc. for Midland Boulevard and Iowa Avenue Intersection Improvements Project Concept Design Services and Right-of-Way Acquisitions.

Tom Points presented a staff report explaining that the City is moving forward on the concept design for the Midland Boulevard and Iowa Avenue Intersection Improvement Project.

The all way stop-controlled intersection is experiencing extended delays and congestion due to increasing traffic volumes (see Vicinity Map, Exhibit A). Five-year accident data reveals an increasing number of injury and property damage related crashes.

The future of Nampa’s transportation system is at a critical juncture with an estimated $17 million-dollar annual deficit for transportation funding. In FY19, staff developed a three-phase strategy to fund transportation needs in 10-15 years. The plan is designed to be equitable, incremental and achievable, utilizing multiple funding options to share responsibility amongst all those using the system.

Phase I is well underway and included a significant increase in growth related development impact fees and grants. As a result, the City is moving forward on fourteen intersection projects including:

1. Kings/Victory Roundabout (design and property acquisition FY20).
2. Midland/Lake Lowell Intersection (design and construction anticipated in FY20).
3. Midland/Iowa Intersection (concept design and property acquisition in FY20).
4. Franklin Road/Birch Roundabout (concept design in FY20).
5. Idaho Center/Cherry Intersection (concept design and property acquisition in FY20).
6. Midland/Marketplace Intersection (concept design and property acquisition in FY20).
7. Garrity/39th Street North Intersection (property acquisition in FY20).
8. Franklin Road/Karcher Intersection (anticipated design in FY20).
9. Franklin Road/Industrial/3rd Avenue North Intersection (anticipated concept design in FY20).
11. Sunnybrook Drive/Greenhurst Intersection (anticipated construction in FY20).
13. Middleton/Lone Star Intersection (anticipated construction FY21).

Engineering staff reviewed the City’s Request for Qualifications (RFQ) First Choice Consultant Hiring Roster, conducted consultant interviews, and selected Kittelson & Associates to design the Midland and Iowa Intersection Improvement Project.
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Kittelson provided an initial scope of work and labor estimate (see Exhibit B) to provide concept design and right-of-way planning in FY20 for a time and material not to exceed (T&M NTE) amount of $123,176. The final design is anticipated to be completed in FY21.

The Midland and Iowa project is impact fee eligible and has an approved FY20 Streets Division budget summarized below:

<table>
<thead>
<tr>
<th>Budget Summary</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FY20 Streets</td>
<td>$ 100,000</td>
</tr>
<tr>
<td>FY20 Impact Fees</td>
<td>$ 100,000</td>
</tr>
<tr>
<td>Total</td>
<td>$ 200,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expense Summary</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Task Order</td>
<td>$ 123,176</td>
</tr>
<tr>
<td>Estimated Right-of-Way</td>
<td>$  76,824</td>
</tr>
<tr>
<td>Total</td>
<td>$ 200,000</td>
</tr>
</tbody>
</table>

Public Works staff has reviewed the scope of work and labor estimate and recommends approval.

MOVED by Rodriguez and SECONDED by Hogaboam to authorize the Mayor and Public Works Director to sign a task order for attached scope of work with Kittelson & Associates for Midland Boulevard and Iowa Avenue Intersection Improvements Project concept design services and right-of-way acquisitions in the amount of $123,176.00 T&M NTE. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the MOTION CARRIED

Item #5-23. - Mayor Kling presented the request to authorize the Information Technology Department to Proceed with a 5yr Hardware Lease for (100) Getac Tablets to kick-off the NPD One-to-One Device Innovative was postponed at the request of staff.

(7) Unfinished Business

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

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL, MODIFYING THE ANNEXATION & ZONING DEVELOPMENT AGREEMENT TO WHICH THAT CERTAIN REAL PROPERTY COMMONLY KNOWN AS 16852 IDAHO CENTER BOULEVARD, NAMPA, CANYON COUNTY, IDAHO, COMPRISING APPROXIMATELY 24.53 ACRES, MORE OR LESS, IS SUBJECT, DESCRIBED IN ORDINANCE NO. 3554, AND RECORDED MARCH 20, 2006, AS INSTRUMENT NO. 200629961, RECORDS OF CANYON COUNTY, IDAHO, SO AS TO ALTER CERTAIN REQUIREMENTS RELATED TO COMMERCIAL
DEVELOPMENT AND SO AS TO FACILITATE DEVELOPMENT OF THE “LAGUNA FARMS SUBDIVISION”; DIRECTING THE CITY PLANNING DIRECTOR TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH. (Applicant Kent Brown)

The Mayor declared this the first reading of the Ordinance.

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

MOVED by Haverfield and SECONDED by Hogaboam to pass the preceding Ordinance under suspension of rules. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the ordinance duly passed, numbered it 4464 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 3315 CALDWELL BOULEVARD, NAMPA, IDAHO 83651, COMPRISING APPROXIMATELY .9 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 Byron Healy)

The Mayor declared this the first reading of the Ordinance.

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

MOVED by Haverfield and SECONDED by Hogaboam to pass the preceding Ordinance under suspension of rules. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the ordinance duly passed, numbered it 4465 and directed the Clerk to record it as required.

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

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL, REPEALING, REVOKING, RESCINDING, AND TERMINATING THE “DEVELOPMENT AGREEMENT” TO WHICH THAT CERTAIN REAL PROPERTY COMMONLY KNOWN AS 17155 AND 17175 STAR ROAD, NAMPA, CANYON COUNTY, IDAHO, COMPRISING APPROXIMATELY 20.12 ACRES, MORE OR LESS, IS SUBJECT, DESCRIBED IN ORDINANCE NO. 3613, AND RECORDED SEPTEMBER 12, 2006, AS INSTRUMENT NO. 200674066, RECORDS OF CANYON COUNTY, IDAHO; DIRECTING THE CITY PLANNING DIRECTOR TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH. (Applicant Planning and Zoning Department)

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 Levi and SECONDED by Hogaboam to pass the preceding Ordinance under suspension of rules. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the ordinance duly passed, numbered it 4466 and directed the Clerk to record it as required.

MOTION CARRIED

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

8-1. 1st reading of ordinance for Annexation and Zoning to 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)

8-2. 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)

8-3. 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)
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8-4. 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)**

8-5. 1st Reading of Ordinance 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) **(PH was 9-3-2019)**

8-6. 1st Reading of Ordinance for 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)**

8-7. 1st Reading of Ordinance for 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) **(PH was 9-16-2019)**

❖ (9) Executive Session ❖

Item #9-1- None

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

MOTION CARRIED

Passed this 21st day of October 2019.

____________________________________
MAYOR

ATTEST:

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

Clerk made note that all Councilmembers present.

**Introduction**

Why This Plan Update – And Why Now?

The City of Nampa’s (City) last Transportation Master Plan (TMP) was adopted in April of 2012. Since that time, much has changed across the Treasure Valley in general, and within the City specifically. This change – increases in residential development and population, employment, industry, health care, and retail – has resulted in major growth and changing travel patterns within the City, and in our connections to our neighbors. Current trends indicate that this growth will continue over the coming years. Infrastructure planning should reflect these projections to ensure that systems are in place to support the changes that growth will bring, and to continue to provide a safe, functioning, connected transportation network that allows people to get to the places they live, work, shop, and enjoy recreation.

**Plan Purpose and Intent**

The purpose of this Transportation Master Plan (referred to hereafter as the Plan) is to provide a long-range blueprint for a citywide transportation network that is in alignment with the City’s land use plan, is consistent with other planning efforts within the City, and is compatible with planned regional transportation improvements (see Chapter 1). The “horizon year” for the Plan is 2040.

The Plan was developed with input from many residents and stakeholders. Workshops were held during key planning milestones and public involvement ranged from helping to craft goals and objectives of the Plan, to identifying current system deficiencies, to developing priorities for implementation (see Chapter 2).

The intent of the Plan is to review the existing network, assess the impacts of anticipated growth, identify system deficiencies in capacity and safety, develop a list of projects that could address those deficiencies, review possible funding strategies, identify priority projects, and consider timing and phasing of those improvements.

The document is organized with chapters to address each of these elements. Additional detail, such as traffic count volumes, crash data, and cost assumptions, is included in the Plan Appendices. The full Transportation Capital Improvement Plan (CIP), which summarizes projects, design and construction timing/phasing, and project costs, is also provided as an appendix.

**What Comprises the Network?**
The Plan will focus primarily on connectivity, capacity, and safety of on-street and along-street transportation facilities within the Nampa city limits. This includes roadways, intersections, bike lanes and freight mobility. The City also recognizes the importance of a complete multi-modal network, including pedestrian and bicycle off-street trails and paths, and remains committed to the Nampa Bicycle and Pedestrian Master Plan (2012) and ValleyRide’s ValleyConnect 2.0 (2018). In combination, these three documents provide the foundation for planning a transportation network that is safe, efficient, and connected for cars, freight mobility, pedestrians, bicycles, and public transportation.
Existing Conditions

To understand how to best plan for the future, it is important to first look at existing conditions – the trends, traffic patterns, and network characteristics that exist today. This helps to provide context and to identify needs and deficiencies (see Chapter 3).

Trends and Patterns

The City’s population in 2017 was nearly 107,000 people (with a median age of 30 years) – a nearly 19 percent increase from 2010. Data show that of the roughly 30,000 jobs in the City, about one-third of these are held by residents, with the remaining jobs filled by people commuting into the City for employment. Additionally, nearly 25,000 residents commute to places of employment outside of the City. This would indicate that internal work trips (those starting and stopping within the city limits) – and the road network that supports them – account for a relatively small number of total commuters. A large percentage of residents leave the City for employment, and a similar number of non-residents commute into the City. This would indicate that the facilities that accommodate regional connections are critical to commuters, both those who start their day in Nampa, and those who leave for employment elsewhere.

Most (90 percent) of the commute trips occur in cars, trucks, or vans – of those, nearly 78 percent drive alone, and 12 percent carpool. Other modes (transit, motorcycle, bicycle, pedestrian) are significantly less utilized for work trips; approximately 5 percent work from home. This data helps to illustrate why the City’s Plan is primarily focused on those on-street facilities (roads and intersection) which improve capacity, safety, and mobility while protecting non-motorized uses.

Of all the jobs located within the City, most are in three sectors – retail (14 percent), health care (14 percent), and manufacturing (10 percent). The existence of manufacturing jobs is typically an indicator of truck traffic and freight movement, and this is carefully considered and addressed in this Plan.

In terms of land use, infill development has largely already occurred, and much of the new residential growth has occurred (as indicated by permits and approvals) along the City’s outer edges. Connections to and through the City core – and the edges – are both important considerations as a future network is envisioned and constructed.

Network Characteristics

Several components help to characterize the City’s existing network. These include Functional Classification, asset management, intersection control, and pavement conditions. Functional Classification is a means for identifying how a roadway is primarily utilized and the type, speed, and volume of traffic that it is intended to move. The system ranges from interstate (I-84) to principal arterials (Caldwell Boulevard), to minor arterials (Victory Road), to collectors (S. Powerline Road). Other than the interstate classification, there are numerous roads in each classification throughout the City, each serving specific local or regional functions, and each designed with the “cross section” (number of lanes, sidewalks, bike lanes) most appropriate to its use.
Most roads within the City limits are owned by the City – but ITD, Nampa Highway District, and Canyon Highway District also have jurisdiction of roads, bridges, and culverts. Coordination and cooperation with these entities is a crucial part of the transportation planning process.

Where and how roads intersect is another key element of a transportation network. Intersections are very important areas where cars, trucks, pedestrians, and bicycles must interact in a way that promotes safety while still efficiently moving traffic. In the City, there are many different intersection controls used – stop signs, signals, and roundabouts. Selecting the most appropriate intersection control for a specific location includes assessing the volume of different modes, the amount of right and left turns, the total number of lanes, and many other factors. Many options are now available to help provide information about pedestrian crossings and to enhance safety, and the City has employed signals, flashers, High-Intensity Activated cross WalK (HAWK) beacon and closed-circuit television (CCTV) devices. In addition to stop and signals controls, today, there are now four roundabout controlled intersections in the city limits and impact area, with several more planned.

**Safety**

Existing safety conditions are reflected through crash data, which indicate that most recorded crashes were in the downtown area, due to higher population densities and number of intersections. Outside the downtown, crashes appear to be clustered around intersections, with a higher concentration of crashes along higher volume facilities. While it is to be expected that more crashes would occur along facilities with higher traffic, the City recognizes that such risk must be minimized wherever possible.

**Non-Motorized Travel**

In addition to city sidewalks in public rights-of-way, there are approximately 26 miles of existing pathways. These include the Grimes, Indian Creek, Stoddard, and Wilson Pathways, as well as the Nampa Recreation Center Fitness trail. The on-road cycling infrastructure includes conventional bike lanes, designated shoulder bikeways, and shared lanes.

**Future Conditions and Trends**

Once existing conditions and constraints are understood, it is important to look at future trends and assess how those will impact the City, the transportation network, and the patterns created by land use.

The gap between existing conditions and future impacts begins to define a list of needs and focus areas – which in turn fosters a list of projects and priorities (see Chapter 4).

**Anticipated Growth of City**

The City saw major growth between 2010 and the present, and growth is not expected to slow in coming years. In fact, estimates are for the population to grow by over 50 percent, from 107,000 in 2017, to 161,000 people by 2040. Household size is expected to decrease – meaning that population will grow, but there will be even greater growth in the number of households in the future. The highest increase in population is anticipated at the urban edges and along major transportation routes.

Job estimates and projections are also expected to continue growing, with an increase of 67 percent by 2040; that equates to over 70,000 total jobs inside the city limits. Following the population trend, most job growth is anticipated to occur along the urban edge.

Manufacturing jobs will continue to put freight mobility pressure on the transportation network. Several approaches can be taken to ensure safe and efficient movement of trucks, including truck
routes, freight-intensive land use zones (freight activity centers), and coordination with regional and state planning efforts. Both ITD and COMPASS have identified Critical Urban Freight Corridors (CUFC) – public roadways that connect the highway system with ports, public transportation, and intermodal transportation centers. There are several CUFCs comprising 16.45 miles in total within the Nampa city limits, including Karcher Road, Caldwell Boulevard, Garrity Boulevard, Franklin Road, and Franklin Boulevard. There may be cause to identify additional freight corridors as the City continues to add manufacturing employment.

Impacts to Network

As growth puts pressures on the routes that connect people to places – between homes and jobs, between gathering places and recreating spaces – the network will be impacted, and improvements will be needed. This Plan addresses impacts to the on-street transportation facilities – the roadways and intersections that support the greatest movement of people and goods.

To evaluate impacts, future traffic volume is compared to a facility’s total capacity – in other words, comparing the number of cars trying to get to/through a place (volume) to a road or intersection’s ability to move those vehicles at a reasonable level (capacity).

The Community Planning Association of Southwest Idaho (COMPASS) is the agency responsible for taking growth projections and turning that data into vehicle trips. COMPASS’ traffic model takes into consideration regional land use, population factors, and current and planned future roadway network to produce future-year volumes. These volumes are then applied to the City’s network, which show up as vehicle trips on the City’s arterials and collectors. The total volumes are assessed against the City’s adopted level of service (LOS) standard of “D.” Any facility with a level lower than “D” (i.e., a facility showing more traffic volume than the City considers “acceptable”) would therefore not meet the City’s accepted standard.

In addition to impacting the total acceptable “carrying capacity” of the road network in relation to projected growth, it is also important to understand how increased traffic volumes impact safety, non-motorized travel, and freight mobility. This Plan looks at each of these components of the City’s total transportation network and assesses growth impacts to each.

Corridors and Connectivity

Growth impacts not only the City’s network, but also the major highways, roadways, and corridors that support regional travel. Because these facilities are owned, maintained, and funded by many different jurisdictions as they cross City, County, and eventually even state lines, the City of Nampa’s Transportation Master Plan considers these corridors, but does not propose specific improvements nor does it include funding for these regional projects. However, it is important to understand where the impacts are, and how future growth could further impact them.

For purposes of this Plan, the following corridors are considered to warrant additional study, in partnership with other agencies:

- A “Southern Corridor Connectivity Enhancement” that would provide connection to a future extended SH 16, from the vicinity of Robinson Boulevard (ITD).
- A “SH 45 Realignment” that would re-route and alleviate (truck) traffic at the downtown library block, and addresses the impacts of that realignment to I 84 B/Caldwell Boulevard (ITD).
SPECIAL COUNCIL
October 7, 2019

- A “I 84 B/Caldwell Boulevard, from Northside Boulevard – Homedale Boulevard Exchange” that would allow ITD to vacate that ROW and have City assume responsibility. Should be considered in tangent with, or packaged with, the “SH 45 Realignment” above.

**Needed Improvements – Current Year Through 2040**

Based on the traffic analysis, a total of 141 network improvement projects, costing over $532M, will be needed to address capacity, safety, bicycle and pedestrian, and freight mobility issues between now and 2040.

Detailed project needs – and associated timeframes and costs – are addressed in Chapter 5 of this Plan, as well as in Appendix F (Transportation CIP).

Network improvements are organized into several categories:

**Capacity (Roadway and Intersection)**

Capacity projects are intended to move higher volumes of traffic along a roadway or through an intersection. Typical capacity improvement projects include widening, adding lanes, managing access, and controlling intersections by adding stop signs, signals, or roundabouts.

**Safety (Roadway and Intersection)**

Safety projects focus on providing enhancements to roadways and intersections in order to reduce the number of crashes or minimize impacts from them. Safety projects are typically focused on areas with highest number of incidents, or places where there may be interactions between transportation modes. Such improvements may include speed reduction, protected pedestrian crossings, adding left-turn lanes, access control (adding medians or eliminating the number of driveways), etc.

**Bicycle and Pedestrian**

Needed bicycle and pedestrian improvements can be on-road, off-road, or at crossings. On-road improvements include adding bike lanes or multi-purpose non-motorized lanes adjacent to traffic. Crossing improvements include signalized intersections, HAWK, and other protections for safe crossings of arterials and collectors. This Plan does not include off-road facilities such as trails and separated pathways. Those improvements are included in the City’s 2012 Bicycle and Pedestrian Master Plan.

**Freight Mobility**

Freight mobility improvements include designating truck routes and ensuring safe, efficient access to industrial properties, and providing for appropriate circulation to separate truck and vehicle movements where possible.
Cost Assumptions

A key element of creating the Transportation Capital Improvement Plan is developing project costs. In a Plan of this nature, with over 100 projects to consider, the costs are generated using a set of assumptions. These assumptions are based on engineering judgement, bids and costs of components of recent projects, average per-mile costs, and data from other recent studies, analyses, or regional construction projects. Project costs include several elements – design, right-of-way, bridges/culverts, and construction. Right-of-Way (ROW) costs are based on recent costs per square foot as paid by the City on recent transportation projects, or a percentage of construction cost. See Chapter 6 for additional information related to cost assumptions used in generating the Transportation CIP.

Table ES-1 through Table ES-3, and the accompanying figures, illustrate the total transportation network needs between now and 2040. The tables are presented for all projects, by improvement type, and by mode, respectively.
**Table ES-1. Transportation CIP Summary, Current Year – 2040**

<table>
<thead>
<tr>
<th>Project Type</th>
<th>Estimated Cost</th>
<th>Number of Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roadway Capacity</td>
<td>$346,823,000</td>
<td>35</td>
</tr>
<tr>
<td>Intersection Capacity</td>
<td>$33,397,000</td>
<td>29</td>
</tr>
<tr>
<td>Roadway Safety</td>
<td>$5,904,000</td>
<td>13</td>
</tr>
<tr>
<td>Intersection Safety</td>
<td>$22,488,000</td>
<td>16</td>
</tr>
<tr>
<td>Bike/Ped. On-Street</td>
<td>$36,541,000</td>
<td>16</td>
</tr>
<tr>
<td>Bike/Ped. Intersection Crossing</td>
<td>$2,743,000</td>
<td>6</td>
</tr>
<tr>
<td>Freight Mobility</td>
<td>$84,539,000</td>
<td>26</td>
</tr>
<tr>
<td><strong>Total Cost, All Projects:</strong></td>
<td><strong>$532,435,000</strong></td>
<td><strong>141</strong></td>
</tr>
</tbody>
</table>

![Pie chart showing the distribution of project types by estimated cost percentage.]}
Table ES-2. CIP Summary by Improvement Type, Current Year – 2040

<table>
<thead>
<tr>
<th>Project Type</th>
<th>Estimated Cost</th>
<th>Number of Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capacity</td>
<td>$380,220,000</td>
<td>64</td>
</tr>
<tr>
<td>Safety</td>
<td>$28,392,000</td>
<td>29</td>
</tr>
<tr>
<td>Bike/Ped.</td>
<td>$39,284,000</td>
<td>22</td>
</tr>
<tr>
<td>Freight</td>
<td>$84,539,000</td>
<td>26</td>
</tr>
<tr>
<td><strong>Total Cost, All Projects:</strong></td>
<td><strong>$532,435,000</strong></td>
<td><strong>141</strong></td>
</tr>
</tbody>
</table>
Table ES-3. CIP Summary by Mode, Current Year – 2040

<table>
<thead>
<tr>
<th>Project Type</th>
<th>Estimated Cost</th>
<th>Number of Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roadway &amp; Intersection</td>
<td>$408,612,000</td>
<td>93</td>
</tr>
<tr>
<td>Freight</td>
<td>$84,539,000</td>
<td>26</td>
</tr>
<tr>
<td>Bike/Pedestrian</td>
<td>$39,284,000</td>
<td>22</td>
</tr>
<tr>
<td><strong>All CIP Projects:</strong></td>
<td><strong>$532,435,000</strong></td>
<td><strong>141</strong></td>
</tr>
</tbody>
</table>
Implementation – Projects Needed in the First Planning Cycle

The analysis indicates a need for 141 network improvement projects to the City’s existing transportation system between now and 2040. Many of these projects are projected to be needed late in the 2040 planning horizon, and conditions leading to their need may also change over the next 20+ years. Therefore, the implementation component of this Plan focuses only on the first group of needed projects, between now and 2022. Chapter 6 includes more information on how the Plan is implemented.

Between now and 2022, the CIP indicates a need for 47 projects. Of those, 74 percent are related to roads and intersections, 17 percent address freight mobility, and 9 percent are on bicycle and pedestrian facilities (Figure ES-5). The total funding need for these projects is just over $79 million. See Table ES-4 for the list of projects.

Figure ES-5. Network Needs, All Projects, Current Year – 2022, Summary by Mode

Summary as a Percentage of Total Cost

Funding Outlook

Funding transportation system expansion is one of the most difficult processes in which any public agency engages. These improvements are generally very expensive, far more so in an urbanized area like Nampa than in less intensely developed areas. State and federal governments apply user fees (typically in the form of fuel taxes) and distribute these funds, often competitively. Collectively, however, these funds fall far short of providing adequate dollars to maintain and expand the City’s transportation system as Nampa grows. Most other funding alternatives involve the City of Nampa providing locally-generated funds or working cooperatively with other jurisdictions to increase funding collectively for all.

This Plan addresses three topics:

- What funding sources are used currently to implement safety improvements and capacity expansion of Nampa’s transportation system?
- What additional sources might be available?
- Is there a path forward that can conceivably fund many or most of the CIP projects?

Despite all the previous caveats, the Plan proposes several alternatives that have the potential to increase annual dollars for safety, congestion, and economic development to a level that funds the Plan’s anticipated annual need. Figure ES-6 illustrates how that goal can be accomplished by 2034, utilizing a mix of incremental property tax increases, re-allocation of some existing funds, and substantial increases in impact fees paid by new development. Chapter 7 of this Plan addresses specific funding strategies in more detail.
Transportation Master Plan & Bicycle & Pedestrian Master Plan

Public Works Department
Planning Department
Parks Department

Special City Council Meeting
October 7, 2019
Mayor’s Citizen Survey

Highest Needs
- Streets
- Public Safety
- Parks

Q1 Would you generally support additional funding to help improve Nampa’s streets and roads?

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>81.73%</td>
</tr>
<tr>
<td>No</td>
<td>18.27%</td>
</tr>
</tbody>
</table>

Total Respondents: 542
Q2 Would you support any of the following specific additional funding sources? (Check all that apply)

- No further funding is needed
- County registration fee
- County registration fee graduate scale for new vehicles
- Local sales option tax
- Property taxes
- Impact fees
- We don't support raising taxes

Citizen Survey

Safety  Economy  Livability  Mobility

Transportation Master Plan

Special City Council Meeting
October 7, 2019
Transportation Master Plan

Purpose

1. Update the existing, outdated Plan
   - Dramatic growth
   - New traffic patterns
   - Revised funding expectations

2. Develop a prioritized long-range plan
   - Supports all users, all modes, and prioritizes safety
   - Identify funding needs and options

Process

- March 2018
  - Data Collection

- June – October
  - Future Conditions
  - Develop Draft Transportation Network

- November – March
  - Develop CIP
  - Draft Plan

- Workshop #1
  - Existing Conditions

- Workshop #2

- Workshop #3

- April – July 2019
  - Finalize Plan
What is working well?

- Roundabouts
- Bicycle / Pedestrian Infrastructure
- Improved Road Maintenance on Arterials

PUBLIC WORKSHOP
RESULTS

What is not working well?

- Congestion & delays
- Public transportation
- Trucks through downtown
- Access to I-84
CAPITAL IMPROVEMENT PLAN ESTABLISHED

141 IMPROVEMENTS NEEDED BETWEEN NOW & 2040 COSTING $532 M

---

All Projects, Current Year – 2040

<table>
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<th>Project Type</th>
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</tr>
</tbody>
</table>

**Total Cost, All Projects:** $532,435,000 (141 Projects)

---

Funding Needs

To maintain LOS D, $17.3 million of City funds are needed per year.
Funding Plan

Phase 1
- Impact Fees
- 1% Tax Increase

Phase II
- Registration Fee Increase
- GO Bond Reallocation

Phase III
- Stormwater Utility
Phase I
2019 - 2020

2019
Development Impact Fee Increase
- Approximately $40 million over ten years.

1% Property Tax Increase/Adjustment
- 1% (1/3rd) of the available 3% for up to 10 years.
- $550,000 increased revenue per year or $10.50 per household, building on the prior year’s increase.

2019–2029

Phase II
2021 - 2024

2020
Vehicle Registration Fee Increase
- $25 per vehicle would yield $2.5 Million annually.
- County-wide majority vote & Hey. Dist. Agreement.

GO Bond Reallocation
- General Obligation (GO) Bond paid off in 2024.
- Plan requests $580,000 per year of the available $2.5 million starting in 2025.

2024
Launching the Plan
14 Intersection Improvement Projects Underway

1. Kings/Victory
2. Midland/Lake Lowell
3. Midland/Iowa
4. Franklin Rd/Birch
5. Idaho Center/Cherry
6. Midland/Marketplace
7. Garrity/39th St N
8. Franklin Rd/Karcher
9. Franklin Rd/Industrial
10. Middleton/Smith
11. Sunnybrook Dr/Greenhurst
12. Holly/Colorado
13. Middleton/Lone Star
14. Midland/Ustick

Phase III (2025)

Stormwater Funding
- Revisit stormwater funding options such as the stormwater utility presented in 2012.

State Gas Tax
- Support state-wide transportation funding increase
Plan Purpose
Update the existing, outdated 2011 plan

- $15 million in projects completed from original 2011 plan—more projects need to be identified
- Expand the citywide pathway system
- Determine pathway connectivity to regional Bicycle and Pedestrian Plans
- Revise design standards
- Determine funding options

Bike Walk to Downtown Pathway along Front Street
Process

April - May 2019
- Existing Conditions
- Public Input – Online webmap & survey

July
- Develop Draft
  Recommended Network,
  project sheets, maps & design guidelines

Aug - September
- Compile Input
- Draft Plan
- Staff & Committee
  Review

Oct - Dec
- Finalize & Adopt Plan

Steering Committee Meeting #1
Steering Committee Meeting #2
Open House

Bicycle & Pedestrian Plan Strategies

Determine top 10 priority projects
Compete for grant opportunities
Coordinate with development to incorporate bike and ped Improvements
Implement bike and ped improvements with City capital projects
Coordinate with other public entities such as ITD and Irrigation Districts
18th Ave Bike Boulevard

14 Miles of Pathway Constructed

Wilson Pathway (Lighthouse) – 2012
16 Pedestrian Crossing Lights

- Wilson Pathway and Lake Lowell Rd.
- Wilson Pathway and Midland Blvd.
- Stoddard Pathway and Greenhurst Rd.
- Stoddard Pathway and Amity Ave.
- Indian Creek Pathway and Sugar Ave.
- Wilson Pathway and W. Roosevelt Ave.

Development Driven Pathways

- Indian Creek Pathway west of Northside Blvd.
- Joseph Pathway south of Smith Avenue
- Elijah Pathway west of S. Powerline Rd.
- Elijah Pathway west of Happy Valley Rd. to Osborne Park
- Wilson Pathway east of Sunny Ridge Road to Wilson Springs
- Grimes Pathway east of Franklin Blvd. to Birch Lane
Future Stoddard Pathway Extension

Questions?

The City of Nampa and project staff would like to thank the residents, elected officials and professional staff who supported this effort. In particular, we are indebted to the Steering Committee for their time and commitment to improving walking and biking in Nampa and providing valuable input throughout the project.
Jeff Barnes summarized the workshop and answered questions that councilmembers had.

MOVED by Haverfield and SECONDED by Rodrigquez to adjourn the meeting at 5:21 p.m. The Mayor declared the

MOTION CARRIED

Clerk made note Councilmember Bruner left the meeting at 4:45 p.m.

Passed this 21st day of October 2019.

____________________________________
MAYOR

ATTEST:

____________________________________
NAMPA CITY CLERK
Mayor Kling called the meeting to order at 8:05 a.m.

Clerk made note that all Councilmembers were present.

**Item #1-1.** - Mayor Kling presented the request to **authorize** the **Information Technology Department** to Proceed with a **5yr Hardware Lease** for **(100) Getac Tablets** to kick-off the NPD One-to-One Device Innovative.

IT Director Butch Schierman presented a staff report explaining that we are bringing this to the attention of the council in order to follow the process which requires expenditures of this size ~$95K for 2020 to be brought to their attention. The total cost for 100 GETAC computers is ~$416K which we cannot afford to purchase outright immediately. In order to accomplish acquiring these computers we have established a lease to purchase agreement in which the GETACs will be fully purchased over the term of 5 years. We are asking for approval to move forward with the lease for 2020 so that the GETACs can be acquired. If we do not receive approval at this time we will be placed in the backlog queue for GETAC computers and cannot receive any of them before late next spring at best.

**MOVED** by Hogaboam and **SECONDED** by Rodriquez to **authorize** the **Information Technology Department** to Proceed with a **5yr Hardware Lease** for **(100) Getac Tablets** to kick-off the NPD One-to-One Device Innovative. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

**MOTION CARRIED**

**Item #1-2.** - Mayor Kling presented the request to **authorize Mayor** to sign **Food and Beverage Contract** for the Ford Idaho Center and Nampa Civic Center.

Mayor and Council had discussion on the proposals received. Approval of this item was postponed until the October 21st council meeting.

**MOVED** by Skaug and **SECONDED** by Rodriquez to **adjourn** the **meeting** at 9:00 a.m. The Mayor declared the

**MOTION CARRIED**

Passed this 21th day of October 2019.

__________________________________
MAYOR

ATTEST:

__________________________________
NAMPA CITY CLERK
1. **Call to Order:** The meeting was called to order by President Lana Grimmett.

2. **Invocation:** The invocation was given by Gary Hindman.

3. **Roll Call:** A quorum was declared by Gary Hindman with the following members present: Lana Grimmett, Gary Hindman, Gene Dinius, Mary Herron, Terry Zink, Susan Geier, Richard Straw, Donna Eason, and Rita Overman. Members excused: Carolyn Clark, Karen Stephenson, Jan MacKenzie and Wally Binford; also present, ex-officio: Sam Atchley, Coordinator. Other guests: Sandy Levi (Nampa City Council), Kortnie Mills (Rec. Center) and Andy Dodson (Edward D Jones Co.) Other guests for today include Rosie Dupree, Jeanette Jones, Mick Morlan and Nick Treiner.

4. **Open Session** (guest speaker for today: Andy Dodson of Edward D. Jones)
   Andy discussed the two accounts that Jones oversees for the Board and shared that both are making good interest in this good market year. We have been using funds from one of the accounts as needed but, to date, have not used any of the funds in the larger, capital account. We discussed the value of keeping them separate or merging them but since it does not make a lot of difference, they are staying separate at this time.
   It was VOTED to consider changing the balance of fund #2 (the capital fund) at the October meeting to make ratio that will protect the principal in case we get into a bear market. (Note: this is an actionable item and cannot be completed until the next meeting of the Board.)

5. **Minutes:** It was VOTED to approve the 8/13/19 minutes as presented.

6. **Treasurer’s Report:** The report was shared with board members and items were discussed. It was VOTED to accept the report as presented.

7. **Coordinator’s Report and Communication**
   Thank you notes where shared with the Board by Sam from Mountain West Bank and the Boise Rescue Mission.
   A letter of resignation was shared from Wally Binford to the Board. It was VOTED to accept her resignation with reluctance.
   Other: a note of concern was written regarding “sale” of cinnamon bread and concern for a fair way to distribute the bread to any/all who want the bread. After an explanation by Sam of how this is currently done, it was accepted as an adequate answer to the concern raised in the letter.

8. **Reports of Officers, Committees, etc.** (no reports)

9. **Unfinished Business:**
   It was VOTED to go into Executive Session and we asked that Sandi Levi and Kortnie Mills stay with us for the discussion to deal with personnel matters.
   Employee raises: after looking at the employee evaluations and considering that the cost-of-living is 2.7%, the board considered raises for the staff. It was VOTED to give a raise to all members of the staff for the coming fiscal year. Note: Because we are a 501C3 we have the latitude to proceed the way we did according to the city attorney.
10. **New Business** (Topic /Presenter)

Shari Sifers – 90 day evaluation: It was VOTED to commend Shari on her work and to continue to have her as an employee of the center. Overtime for employees---example, Saturday work for floors, freezer defrosting, racks and other cleaning--needs to be compensated and comes under the heading of maintenance. It may take a couple of days work for the kitchen staff. It was VOTED to have the staff work on this project and receive their proper hourly wage.

11. **Non-agenda Items** (discussion only)

   *Current number of active board members until end of year*: Suggestion: keep the Board going with the existing 12 members until a new slate are voted in.

   *Handicap Parking Spaces – Rita*. There are currently 8 handicap spaces but none near this part of the building for seniors but the number of spaces is determined by the needs of the whole rec department. We may not be able to expand the number or the location of handicap spaces at this time. Kortney has been looking into this matter and will discuss it further with Sandi Levi and report back to the Board.

   *Amount of Kitchen Employees*: there was concern that the Board may have originally thought of the newest employee as part-time but she is working each day. Lana instructed everyone to look back through their minutes to research this and it will be discussed again at the next meeting.

   *Committee for Senior Faire – Civic Center--October 12th from 9 to 3*. (The theme this year is “Super Heroes”.) We are looking for more volunteers to help out. Susan Geier said she would head it up and she will work at getting a theme to represent the center.

12. **Adjournment**: The meeting was adjourned at 3:00 pm. The next meeting is slated for Tuesday, October 8, 2019 at 1:00 p.m.

Respectfully Submitted,

Gary Hindman, Secretary

**corrected 10/09/19**
The regular monthly meeting of the Nampa Bicycle and Pedestrian Advisory Committee (NBPAC) was held at Nampa City Hall, City Council Chambers, on Thursday, September 12, 2019, beginning at 4:00 P.M., pursuant to notice duly posted by the City Clerk and provided to the individual committee members by e-mail. Present at the meeting were the following:

**Committee Members:**
- Phil Peterson, Vice Chair
- Bruce Wiley, Secretary
- Kasey Ketterling
- Bruce Purcell
- Tim Rigsby

**City of Nampa Staff:**
- Kristi Watkins, Planning & Zoning
- Jeff Barnes, Engineering
- Cody Swander, Parks Department
- Rodney Ashby, Planning & Zoning
- Clemente Salinas, Engineering

**Others Present:**
- Joe Barton, Paragon Consulting
- Braden Cervetti, COMPASS
- Marvin Curtis, NPD

Approval of Minutes from July 11, 2019 – Motioned, Seconded, Approved.

**WELCOME VISITORS**
Welcomed Marv Curtis our new representative for the Police Department and introductions all around.

**COMMUNICATIONS:**
Bruce Wiley thanked the City of Nampa for the sidewalk repairs on 14th Ave N.

**OLD BUSINESS**

**Update on Bike/Ped/Pathway Plan – Draft Plan Review**
Draft of plan was passed around and discussed. See attached list of edits and maps included in the plan.

LaRita emailed a question…Does a city plan talk about transit? Jeff stated that the transportation plan does reference transit and the route maps. Bruce W. expanded on the concern about whether or not transit was considered when the recommended network was created and priority projects were ranked? This is a question for the consultants. Since we don’t have many routes in Nampa, it seems that our map covers the routes that currently serviced. Transit does not appear to be part of the evaluation criteria. While Transit is not covered specifically in the Bike Ped Plan it is covered in the Transportation Plan. Should we add a section on transit stops and accommodation for bikes at the stops?

Bend, Oregon, was used as an example of lots of focus on bicycle facilities.

MINUTES - September 12, 2019
Kristi requested to have edits back by September 20 so it can go to the joint meeting on October 7 at 4:30pm in the City Council Chambers.

**NEW BUSINESS:** Please attend joint public meeting with Planning & Zoning and City Council on Monday, October 7 at 4:30pm till 5:45pm. This is public meeting to present the information to the two boards, no public input will be requested at this time.

The Public Hearings for P & Z and City Council will be in November and December. Please come and show your support for the Bike Ped Plan. Dates to be determined. Kristi will notify when she has confirmation.

**Next Meeting** - Bike & Ped Plan Open House, Thursday, October 10, 4:00 p.m., Nampa City Hall, Council Chambers. (Kasey Ketterling and Bruce Purcell will not be able to make it in October)

**Adjournment**
Time: 4:53PM

Bruce Wiley
Secretary

Kristi Watkins
Senior Planner, P & Z Dept.
The meeting was called to order at 5:30 pm by Chairman Aaron Bear

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

1-Administrative

**Item 1-1 Action Item:** Approval of the minutes from the 08-12-19 regular meeting.

MOVED by Miller to **approve the minutes** for the **regular** meeting of August 12, 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- Commissioner Miller reported he and the Airport Superintendent met with a contractor who specializes in moving buildings. The Contractor provided an estimate of $75,000 to move the two shade hangars. The shade hangars would be split into 200’ sections for the move. The longer unit would be broken into three pieces and the shorter unit would be broken into two pieces for relocation. Relocation would take approximately five days. The relocation estimate does not include the cost for preparing the new site. Footings or foundations would need to be designed by a structural engineer and installed. He also noted, this contractor recently relocated a shade hangar unit at the Boise Airport. When the shade hangar was relocated, the Boise Airport installed exterior walls and doors creating multiple T-hangars. This is a quick and easy way to generate more revenue.

Councilman Haverfield noted a structural engineer and survey work would be needed for the relocation. He questioned who will be paying for the relocation and prep work? Will this come from the Airport budget? Is this project solely to facilitate the Warhawk Air Museum’s expansion?

Commissioner Miller noted relocating the shade hangars does assist the Warhawk with their proposed expansion. The relocation also creates a larger ramp space for large visiting aircraft the Fixed Base Operator (FBO), AvCenter, cannot currently host or provide service for. He also noted the plan is to relocate the shade hangars to the east side tie down area on the Airport. Currently, staff is collecting informational data for the project.

Councilman Haverfield asked for confirmation that this project is still in the informational period and not an action item that will be coming before Council. Commissioner Miller confirmed, yes, the proposed expansion is still in the information gathering process and is not ready for Council action.

Jeff Barnes, Deputy Public Works Director (DPWD) noted a Conceptual Plan Review (CPR) meeting is the next step for the Warhawk Air Museum (WAM). The Mayor requested the DPWD update the Mayor and City Council with a brief staff report at the September 16 City Council Meeting regarding the WAM expansion proposal.
Councilman Haverfield noted when the WAM expansion proposal goes before council, staff should have a detailed breakdown regarding any impacts to current Airport revenues and how the expansion will be funded. The presentation should detail any items the Airport will give up for WAM to expand.

Item 1-3: Staff Report:

1-3a: Jon Ziessler, Airport Operations and Maintenance Technician, presented the following staff report:

- Monte Hasl, Airport Superintendent, is attending a General Aviation conference in Minneapolis, Minnesota this week.
- Open Units; Wait List; Fuel Report. August fuels sales were up this year, staff believes the B-17/B-25 visit and the Warhawk Warbird Roundup is a factor in the increased fuel sales.
- Airfield Conditions; RWY/TWY & Apron in good shape; RWY/TWY lighting systems operating normally; PAPI operating normally, alignment checked/cleaned; AWOS operating normally, however transmitting intermittently. A NOTAM has been issued and Jon is working with the vendor to fix the transmission issues.
- Miscellaneous; NOTAM has been issued for the east side taxi lane construction, partial C-7 taxiway closure; August 30: Runway incident- a Kitfox flipped on its back, the pilot was not injured and his passenger suffered non-life-threatening injuries; Scheduling the Terminal 1st floor – flooring replacement for this month.
- Warhawk Warbird Roundup was well attended. Event vehicle parking along Airport Rd/Municipal Dr/39th Street caused some issues with visibility for vehicles; Ramp safety/security issues with WAM spectators crossing the active parallel taxiway at the end of the event; These issues must be addressed prior to future events.
- 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.

Commissioner Thiel reported he spoke with a pilot who flew in to attend the Warbird Roundup. The pilot felt that attendees that flew in were not accounted for, attendee airplane parking was not easily identifiable nor was there any direction for attendee pilots flying in for the event.

Chairmen Bear asked if the Warhawk purchased their fuel for the event from onsite fuel services this year. Jon reported WAM did coordinate with AvCenter to buy on-site fuel this year.

1-3b: Jeff Barnes, Deputy Public Works Director (DPWD), updated the Commission on the Airport Business Plan (ABP) for the Airport. He has put together a group to begin the work on the ABP. The ABP will follow the FAA format for business plans. The ABP will be a tool to develop staff level/decision level data and provide a plan to develop and market the Airport. The ABP will go hand in hand with the Master Plan. The FAA outline helps an Airport to adhere to the grant assurance of sustainability. A business plan creates a strategy to manage airport owned assets, reduce expenses, promote economic development, brand and market the Airport, and assist with securing capital funding.

He is also putting together a steering committee for the ABP. The ABP will look at documents like lease agreements and rules and regulations, Douglas Waterman with the City Attorney’s office is assisting with document reviews. The plan will also look at simplifying rental rates. A Cost of Service (COS) study is underway. The COS will evaluate expenses and revenues to determine if any user group on the field is subsidized by other user groups. The COS will also compare Nampa to other similar Airports.
Recently when taking a land lease to council, the question has arisen, is the Airport lease structure and rate sustainable? The Mayor has indicated she would like the master plan, business plan and a re-evaluated rate structure to be in place before moving forward with any more development at the Airport. The ABP should be complete in 2020. In the meantime, how do we proceed without curtailing development at the Airport? With the current lease language, we do have the ability to adjust lease rates in years that end in 0 or 5. Or, do we issue a short-term lease until the ABP is finalized?

The Commission asked if the upcoming business plan needs to be factored into the agenda items tonight. Chairman Bear asked, based on the current lease language, is the ability to adjust a lease in the 0 and 5 ending years not sufficient? Is the desire to issue a month to month land lease? Douglas Waterman, City Attorney, noted while we are reviewing documents and rates it would be ideal to have the ability to modify these leases in the future. This could be done by granting or assigning a lease that is month to month with the acknowledgement that once the ABP is complete a new full lease will be issued with the new terms.

Commissioner Miller expressed concerns with asking a person who is investing at least $250,000.00 into an improvement on the Airport to sign a month to month lease and then potentially quadrupling their lease rate or something else. The lessee would be invested in the asset and now forced into a higher rate. He also noted the existing land we have available will be built out soon. It will be several years until more land is available for development. Why not continue with the status quo for the existing land. The business plan could then address future development.

Chairman Bear feels it is counterproductive to stop current growth for the ABP. However, the ABP will be a great tool for future development on the Airport.

DPWD Barnes would like proposing developers to know the ABP is in progress and there is the potential for some changes to the rate structure and lease language. He does not want to stifle growth. He noted the Mayor wants more data to evaluate the current lease agreements and rates.

Commissioner Miller noted the land lease rate is not the issue most hangar owners have. Most hangar owners would be ok if the lease rate were to double. The issue most owners have is the personal property tax amounts.

Chairman Bear asked if the Mayor’s office understands we are currently almost out of developable property. Why would we stifle development for the available lots while the ABP is developed? The ABP should focus on the 18+ acres the Master Plan has identified for future development.

Councilman Haverfield noted he sees the need to continue with current development that has infrastructure in place. The ABP should focus on the upcoming growth areas that will need infrastructure and improvements to support development. An ABP would provide a significant benefit to the growth potential for the Airport.

Chairman Bear asked, if the Commission approves the hangar sale and lot reservation tonight, will the Mayor or Council send it back? DPWD Barnes will present the Mayor with the Commissions concerns regarding current Airport development.
Commissioner Miller noted we have people here at this meeting tonight who are ready to move forward with their investment on developable land at the Airport today. The future growth area that has been identified for development is potentially five or ten years down the road. Stopping development now is a bad idea. Potentially we could issue ten more leases, if their lease rate was $800 and you were to double that rate you are only going to generate an additional $8,000.00 per year. He feels the Airport should continue development with the existing lease document and rate structure to continue working with people who want to invest now. Why wait on what could become years to allow development on the Airport.

Chairman Bear recapped, the Commission wants the Airport to continue to move forward with development on the Airport and he is willing to meet with the Mayor on behalf of the Commission to address the Commission’s concerns regarding the remaining available land at the Airport.

2-Airport Grant Update

Item 2-1: AIP-29 (Phase 2 Environmental Study for Purchase of Land in the Runway 11 RPZ) – Tom 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 has sent their consultation letter to the State Historic Preservation Office (SHPO). The letter addresses the desired demolition of structures on the property. Now that SHPO has the letter from the FAA they have a period to review the request and respond. Typically, this review takes 30 days or less. Once the SHPO determination is received J-U-B will update the Environmental Report and will begin the three-week advertising period for a public meeting. Once the public meeting is held there is a public comment period of one month. After the comment period J-U-B will update the Environmental Report with any public comments and submit the final report to the FAA.

Item 2-2: AIP-31 (Construct Hangar Taxi lanes and Taxiways) - Tom Lemenager, J-U-B Engineers updated the Commission on the Taxiway/Taxilane Extension Project. August 26 the contractor began the installation of C-7/C-6/C-5/C-4 extensions. Excavation is 95% complete. The pavement will be a total of 18” thick, this includes an 8” aggregate base. The recent rain has not caused any delays. Taxilane C-4 did hit a small rock bed approximately 10 cubic yards. The rock will be removed, J-U-B and the contractor did discuss the option of leaving the rock in place. They determined how the rock is situated in the C-4 taxiway it could cause long term settling issues if left in place.

The project is on schedule and under budget. The budgetary savings have come from a lack of subgrade failures and less rock has been encountered than anticipated.

Item 2-3: AIP-30 (Master Plan Update) – Rick Patton, T-O Engineers, updated the Commission on the Master Plan. The Master Plan is coming together. T-O is working on the implementation plan. The implementation plan is different than the Capital Improvement Plan (CIP) for federally eligible projects. The implementation plan looks at the whole picture, not just the FAA CIP projects but also the low FAA eligibility projects and non-eligible FAA projects. The implementation plan will be worked into the business plan DPWD Barnes presented earlier.

A General Aviation (GA) airport will never be 100% self-sustaining, there will always be a subsidy of some sort. An example would be a total runway project could cost $15,000,000.00. Without an FAA grant a community could not afford the cost of the rehabilitation. To show sustainability, the Airport should show they can meet the match for the project. The implementation plan will include the City’s match for
anticipated projects like these. It will also look at matters regarding capital projects. If a hangar is being built by the City, the business plan and implementation plan should be able to show the general public the cost for the hangar is being funded by airport operations and not taxpayer subsidies.

Mr. Patton passed out an updated Airport Layout Plan (ALP) draft. He pointed the Commission to page 7-b. They have identified a shade hangar in red to be removed to open a wider path to the museum. The drawing also shows the potential WAM expansion area. Pages 7-c and 7-d show the new growth areas and the potential developments in those areas. The ALP will show the new hangar areas as being phased in, he anticipates the phasing will be 2 or 3 hangar rows at a time. The new hangar development areas will be developed in 3-phases. One item to note, hangars are FAA grant eligible however they are rated as a very low eligible item; this makes it extremely unlikely the FAA will ever fund hangars. The new hangar areas offer flexibility to allow box hangars or t-hangars to fit a developer’s plan. The areas that are designated for future hangars should not be redesigned to be something like a new terminal. This would require a new airspace review from the FAA.

October 10th a public meeting will be held. This meeting will be a joint meeting with the transportation plan which affects the same Airport neighbors. The meeting format will be similar to the last public meeting, a brief group introduction with master plan stations that the public can visit. There will also be a station for the transportation plan.

The master plan is on track to be submitted to the FAA by the end of the year.

3-Airport Business

Item 3-1 Action Item: Request from Andrew George to discuss lot reservation for lots 2410, 2412 and 2414—Andrew George addressed the Commission. He is also on the agenda to address some Master Plan questions he has. In trying to resolve his current hangar situation he has been working with staff to identify alternate locations for his proposal. He has expressed interest in the land south of Mission Aviation Fellowship (MAF) and north of Kachina. He noticed on the Master Plan draft ALP the new hangar development areas have taxiways parallel to the perimeter fence lines eliminating commercial lots. Commercial lots require public access. He is concerned the draft plan eliminates potential commercial growth at Nampa. Also, he noted a fuel site for the east side is not shown in the draft ALP. If you add the number of hangars as proposed and do not leave room for a fueling center, you will create a bottleneck and taxiing issues on the parallel taxiway with pilots trying to taxi to the existing fuel islands to fuel their aircraft.

The issue with the reservation for lots 2410, 2412 and 2414 is that the 185’ east – west lot is not the buildable space. There are utilities and setbacks on the east and west sides of the lot that reduce the buildable area to approximately 155’. He is now unable to build three 60’x 60’ hangars in the location. He is able to construct 2 hangars in this location; 2 hangars make the project not as economically efficient. He suggested the Airport ask the engineers to create a buildable plat map to accurately identify the buildable areas on the airport.

He has spoken with the City Engineer to identify the pressurized sewer line location and set back on the west side of the lot. On the east side of the lot there is the joint trench. He has been unable to identify the required set back from the joint trench.
Chairmen Bear asked if there are any other lots available on the field that could accommodate his proposal. Mr. George noted the area south of MAF does have the pressurized sewer line but does not appear to have the joint trench along the east side.

DPWD Barnes indicated staff should sit down with Mr. George to identify other potential locations for his concept plan. Mr. George also indicated he would like to keep the existing reservation in place while alternate locations are investigated. He still would like to move his business to Nampa and build hangars for himself and the two other individuals who would like personal hangars.

Chairman Bear acknowledged the issues with the current reservation and asked staff to continue working with Mr. George to identify alternate sites. He also asked that staff work to create a buildable plat for future development.

**Item 3-2:** Request from Julie Schelhorn to resume discussions of privacy fencing for hangar areas—Julie Schelhorn addressed the Commission. Ms. Schelhorn reported, recently a hangar owner was putting his airplane away and an Airport neighbor was “hanging” on the fence harassing this pilot asking if he was the one flying over his house, etc. This incident did escalate, the police were called out. The hangar owner has indicated he will be installing security cameras. Motion activated security cameras will be activated by every vehicle that drives along Airport Road and thereby notifying the owner of movement. Ms. Schelhorn would like to know if the Commission is willing to allow privacy slats if the hangar owners are willing to install them. They feel the slats will reduce the vehicle motion the camera may pick up. She also noted the hangar owners in the area are willing to deactivate the drive through gate to the east hangars on Airport Road.

Jon Ziessler, Airport Operations and Maintenance Technician reported the individual described by Ms. Schelhorn sounds like a fellow who came into the Airport Admin Office before the Warbird Roundup with a letter saying he is being harassed by law enforcement. Shortly after the Warbird Roundup and the described incident a fellow came into the office expressing frustration with the aircraft who is flying over his home and shining a light on him making him hot. He has not come back to the office.

Ms. Schelorn noted the incident is the only through the fence incident she is aware of.

Chairman Bear noted that Commissioner Beverly, who was unable to attend tonight’s meeting, sent a letter indicating he is still against privacy slats in the fence. Additionally, the TSA does not recommend privacy slats in perimeter fencing at a GA airport. Four months ago. when the topic was first addressed, the decision was no. Additional security signs have been ordered for the fences.

Commissioner Miller indicted he is still not in favor of privacy slats. Once an individual is over a fence with slats, they now have free reign to access the airport without being seen. He is also concerned the slats could cause changes to structural soundness of the fence.

Commissioner Theil noted the Airport has been here for a very long time. A fence with or without privacy slats will not stop someone who really wants to access the field.
Chairman Bear noted the Commission is still not in favor of slats in the perimeter fencing. However, staff can monitor the situation, if further incidents occur the Commission could revisit the discussion at that time.

Tom Lemenerger, J-U-B Engineers, asked if this section of fencing is the 7’ with barb wire at the top? This is TSA standard. The fence areas that are not TSA standard are FAA eligible for upgrades. Ms. Schelhorn noted the fence in the area she is requesting slats currently meets the TSA standard.

**Item 3-3:** Review Lot 2425 Concept Reservation for Corey Barton– Scotty Crandlemire introduced Mr. Barton to the Commission and presented the request. Mr. Barton would like to build a single building with two hangars. The doors will face west and there will be parking to the east along Pilatus. The north hangar wall will be 4 feet from the Blue Max lot line. The south hangar wall will be 30 feet from the Northwest Backcountry lot line. The hangar colors will match the Northwest Backcountry hangars.

Commissioner Miller indicated he has no objections to the proposal and feels it is a great use of space.

MOVED by Miller and seconded by Thiel:

>The Airport Commission hereby grants Corey Barton a 90-day reservation for lot 2425.

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

**MOTION CARRIED**

DPWD Barnes noted, the next step for this proposal is a Conceptual Plan Review (CPR) meeting to review the development proposal.

**Item 3-4:** Request from Haley Contracting (Leland Haley); has received an offer to purchase the hangar improvements on Lot #2376 from Robert Elson: a) Agreement to Waive First Right of Refusal and Terminate Lease with Haley Contracting for Lot #2376; b) New Standard Land Lease with Robert Elson for Lot #2376 – Chairman Bear presented the hangar sale to the Commission. The Commission discussed the sale.

MOVED by Miller and seconded by Thiel:

>The Airport Commission hereby waives the first right of refusal for lot 2376.

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

**MOTION CARRIED**

Miller AMENDED the previous Motion and seconded by Thiel:

>Recommend to City Council they Authorize Mayor to sign, Agreement to Waive First Right of Refusal and Terminate Lease with Haley Contracting dated September 18, 2018, and Nampa Municipal Airport Land Lease Agreement with Robert Elson, effective September 16, 2019, for Lot 2376.

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

**MOTION CARRIED**

MOVED by Bear 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 6:42 PM

Passed this 14\textsuperscript{th} day of October 2019

\[\text{[Signatures]}\]

COMMISSION CHAIRMAN
AIRPORT SUPERINTENDENT, SECRETARY

AIRPORT SUPERINTENDENT, SECRETARY
COMMISSION CHAIRMAN
CONSENT TO BID

Aerial Sewer Replacement FY20 Construction

(as approved in the FY20 Wastewater 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.

• For FY19 the Wastewater Division identified six (6) aerial sanitary sewer crossings in need of replacement of these sites, (Exhibit A). Site 1 has visible holes and has been accelerated for completion.

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

• The aerial crossings where designed in FY19 and construction in FY20 to coincide with the irrigation offseason.

• The Aerial Sewer Replacement project has an approved FY20 Wastewater Division budget surplus of $440,000.
  
  o  Construction Estimate $320,000

• Engineering Division recommends authorization for the bidding process.

REQUEST: Authorize Engineering Division to proceed with the formal bid process for the FY20 Aerial Sewer Replacement Project.
CONSENT TO BID

Pressure Irrigation Aerial Crossing Improvements FY20 Construction
(as approved in the FY20 Waterworks budget)

• Each year as part of the City’s Asset Management program the Water Division identifies irrigation lines and infrastructure that need rehabilitation or replacement.

• For FY18 the Water Division identified two (2) aerial irrigation crossings in need of replacement (Exhibit A).

• Keller Associates was selected by interview to design the project.

• The aerial crossings where designed in FY19 and construction in FY20 to coincide with the irrigation offseason. Constructing the project during the irrigation offseason will improve constructability and is a requirement of the district.

• The Aerial Irrigation Replacements FY20 project has an approved FY20 Water Division budget of $150,000.
  o Construction Estimate $62,500

  • Engineering Division recommends authorization for the bidding process.

REQUEST: Authorize Engineering Division to proceed with the formal bid process for the FY20 Aerial Irrigation Replacement Project.
Project Location
Elijah Drain at
Middleton Rd

Project Location
Phyllis Canal at
Davis Ave
BID CONSENT
WATERWORKS MATERIAL RESTOCK FY2020
(As Approved in FY20 Budget)

- Waterworks Division performs the required maintenance and repairs for both the Domestic and Pressure Irrigation distribution systems.

- Many of the repairs are due to mainline breaks and require immediate repair and therefore Waterworks needs to have the necessary materials on hand.

- The Waterworks Division has identified a list of materials they need to re-stock their inventory. An annual audit is conducted to ensure that materials are on hand in appropriate quantities for the fiscal year.

- The approved FY20 budget for these materials is $200,000.

- Engineering staff recommend approval of proceeding with bid process for this purchase. Bids will be presented to Council at a future meeting for award.

- Engineering Division staff recommends authorization of the bid process.

REQUEST: Council authorize Engineering Division to proceed with the formal bid process for the Waterworks Material Restock FY2020 project.
APPROVE NEW LEASE AT NAMPA MUNICIPAL AIRPORT
FOR LOT 2357
(Reviewed and Approved by Legal Counsel)

• On October 9, 2006, Susan Harper signed a 30-year land lease for Lot 2357 (see vicinity map, Exhibit 1)

• On September 17, 2019, Airport staff received a letter from Susan Harper (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 Delta Land, LLC (Stacey Budell)

• On September 17, 2019, Stacey Budell submitted a lease application

• On September 30, 2019, Lessee signed and returned the termination agreement
  ○ The termination agreement is contingent upon the sale of the land lease with improvements

• On October 2, 2019, Stacey Budell signed and returned the Land Lease Agreement

• On October 14, 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 Susan Harper (see Attachment A) dated October 9, 2006, and sign new Nampa Municipal Airport Land Lease Agreement (see Attachment B) with Delta Land, LLC (Stacey Budell) effective October 21, 2019, for Lot 2357

REQUEST: Authorize Mayor to sign, (1) Agreement to Waive First Right of Refusal and Terminate Lease with Susan Harper dated October 9, 2006, and (2) Nampa Municipal Airport Land Lease Agreement with Delta Land, LLC (Stacey Budell), effective October 21, 2019, for Lot 2357.
AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL
AND TERMINATE LEASE – LOT # 2357

THIS AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL AND TERMINATE LEASE (the “Agreement”) is made and entered into this 21st day of October 2019, between the City of Nampa, a Municipal Corporation of the State of Idaho (“Lessor”) and Susan K. Harper (“Lessee”).

WHEREAS, on or about October 9, 2006 Lessor and Lessee entered into a Standard Land Lease (“Lease) for a 50’w x 30’d hangar improvement on Lot #2357 (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 September 17, 2019 Lessor received from Lessee a Notice offering to sell the improvement to it for the sum of $50,000.00

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 September 17, 2019.

2. Lessor and Lessee agree to terminate the Lease effective October 21, 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”

Susan K. Harper

By: ______________________________
AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL AND TERMINATE LEASE - 2

TOOTHMAN-ORTON ENGINEERING COMPANY
CONSULTING ENGINEERS, SURVEYORS AND PLANNERS
9777 CHIDEN BOULEVARD
BOISE, IDAHO 83714-2008
208-323-2208 • FAX 208-323-2399
boise@toengco.com

PROJECT: 04003
DATE: February 17, 2006
PAGE: 1 of 1

EXHIBIT “A”
DESCRIPTION OF LEASE PARCEL 2356 / 2357
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.55°39’42”E., 921.62 feet to a point marking the northwest corner of said Lease Parcel 2356, and the POINT OF BEGINNING; thence,

1) N.90°00’00”E., 60.00 feet; thence,

2) S.00°00’00”W., 50.00 feet; thence,

3) S.90°00’00”W., 60.00 feet; thence,

4) N.00°00’00”E., 50.00 feet to the POINT OF BEGINNING.

CONTAINING 3600 square feet, more or less. Hangar 2357 - East Half only -1500 Square Feet

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

HANGAR LOT 2357
IMPROVEMENTS PURCHASED FROM SUSAN HARPER

LESSEE:
DELTA LAND, LLC
STACEY BUDELL
4601 AVIATION WAY
Caldwell, ID 83605

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

EFFECTIVE TERM:
OCTOBER 21, 2019 – OCTOBER 31, 2039
This lease agreement (the “Agreement”) is entered into this 21st day of October 2019 by and between the City of Nampa, a Municipal Corporation of the State of Idaho (“Lessor”), and Delta Land, LLC (“Lessee”) an Idaho Limited Liability Company. 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 October 21, 2019 (the “Effective Date”), and continue for a period of twenty (20) years from the effective date of this lease, terminating on October 31, 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; AIRCRAFT STORAGE RENTAL.**
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:

Current Year’s Rent = Last Year’s Rent x (Current CPI-U/Last Year’s CPI-U).

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 uncured, 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 **STACEY BUELL** shall cease to remain responsible for the day-to-day operation of the rights and obligations of Lessee as set forth in this agreement.

13. **Future Construction by Lessor.**

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.

14. **Future Improvements by Lessee.**

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>
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<tbody>
<tr>
<td>Nampa Municipal Airport</td>
<td>Delta Land, LLC</td>
</tr>
<tr>
<td>c/o Airport Superintendent</td>
<td>Stacey Budell</td>
</tr>
<tr>
<td>116 Municipal Drive</td>
<td>4601 Aviation Way</td>
</tr>
<tr>
<td>Nampa, ID 83687</td>
<td>Caldwell, ID 83605</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 2 1. Department of Transportation-Effectuation Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, 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:

Delta Land, LLC

By:

Stacey Budell, Manager

By:

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

By:

Stacey Budell

Date

By:

Date
Exhibit A

Airport Lot #2357: 50’ wide x 30’ deep = 1,500 square foot at $0.269 per square foot
= $403.50 per year.

Payment by Susan Harper for 2019 will be transferred. No additional payment due for 2019
TOOTHMAN-ORTON ENGINEERING COMPANY
CONSULTING ENGINEERS, SURVEYORS AND PLANNERS
9777 CHINDEN BOULEVARD
BOISE, IDAHO 83714-2008
208-323-2288 • FAX 208-323-2399
boise@toengrco.com

EXHIBIT “A”
DESCRIPTION OF LEASE PARCEL 2356 / 2357
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.55°39’42”E., 921.62 feet to a point marking the northwest corner of said Lease Parcel 2356, and the POINT OF BEGINNING; thence,

1) N.90°00’00”E., 60.00 feet; thence,
2) S.00°00’00”W., 50.00 feet; thence,
3) S.90°00’00”W., 60.00 feet; thence,
4) N.00°00’00”E., 50.00 feet to the POINT OF BEGINNING.

CONTAINING 3,000 square feet, more or less. Hangar 2357 - East Half only
-1500 Square Feet

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>Ending Bank Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wells Fargo Medical Trust Checking</td>
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<td>$723,466.70</td>
</tr>
<tr>
<td>Wells Fargo Depository</td>
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<tr>
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<td>$</td>
</tr>
<tr>
<td>Wells Fargo Utility Billing</td>
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</tr>
<tr>
<td>Wells Fargo Police Special Ops</td>
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</tr>
<tr>
<td>Wells Fargo Police SIU</td>
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<tr>
<td>Wells Fargo Parks Impact Fees</td>
<td>6XXXXX37001</td>
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</tr>
<tr>
<td>Wells Fargo Police Impact Fees</td>
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<tr>
<td>Wells Fargo Fire Impact Fees</td>
<td>6XXXXX37035</td>
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<tr>
<td>Wells Fargo Streets Impact Fees</td>
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<tr>
<td>Wells Fargo 2018 WW System Promissory Note Reserve Fund</td>
<td>2XXXXX4952</td>
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</tr>
<tr>
<td>Glacier Family of Banks-Intermountain Claims Acct (workers comp)</td>
<td>2XXXXX006613</td>
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<tr>
<td>Wells Fargo Workers Comp Custody Account</td>
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<tr>
<td>US Bank GO Refunding Bond Series 2012 Bond Fund</td>
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<td>$</td>
</tr>
<tr>
<td>US Bank LID No. 148 Series 2010</td>
<td>1XXXXX6000</td>
<td>$</td>
</tr>
<tr>
<td><strong>Idaho Center Accounts:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wells Fargo - ICTickets Trust Account Horse Park</td>
<td>6XXXXX17052</td>
<td>$</td>
</tr>
<tr>
<td>Wells Fargo - Idaho Center Operations</td>
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</tr>
<tr>
<td>Wells Fargo - Id Ctr ATM Bank Account</td>
<td>1XXXXX02561</td>
<td>$34,742.98</td>
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<tr>
<td><strong>Civic Center Accounts:</strong></td>
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<tr>
<td>Wells Fargo - Civic Center Operations</td>
<td>7XXXXX46329</td>
<td>$218,776.68</td>
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<tr>
<td>Wells Fargo - Civic Center Trust Account</td>
<td>4XXXXX41531</td>
<td>$128,878.24</td>
</tr>
<tr>
<td><strong>City Investment Accounts</strong></td>
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<td></td>
</tr>
<tr>
<td>LGIP 3223-LID 148</td>
<td>3223</td>
<td>$39,149.16</td>
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<tr>
<td>LGIP 2156-Pooled Cash</td>
<td>2156</td>
<td>$12,166,182.98</td>
</tr>
<tr>
<td>US Bank Custody Account</td>
<td>1XXXXX88133</td>
<td>$64,397,484.14</td>
</tr>
<tr>
<td>City of Nampa Municipal LID's</td>
<td>-</td>
<td>$345,871.96</td>
</tr>
<tr>
<td>Edward Jones Medical Welfare Benefit Plan</td>
<td>8X-XX993-1-9</td>
<td>$2,259,482.11</td>
</tr>
<tr>
<td><strong>Grand Total Cash</strong></td>
<td></td>
<td>$88,674,015.72</td>
</tr>
</tbody>
</table>
Whereas, the City of Nampa recognizes it has a vital role in identifying, protecting its citizens from, and responding to cyber threats which may have significant impact to our individual and collective security and privacy; and

Whereas, critical infrastructure sectors are increasingly reliant on information systems and technology to support financial services, energy, telecommunications, transportation, utilities, health care, and emergency response systems; and

Whereas, the STOP. THINK. CONNECT.™ campaign serves as the national cybersecurity public awareness campaign, implemented through a coalition of private companies, nonprofit and government organizations, as well as academic institutions working together to increase the understanding of cyber threats and empowering the American public to be safer and more secure online; and

Whereas, the National Institute of Standards and Technology (NIST) Cybersecurity Framework has been developed as a free resource to help organizations (large and small, both public and private) improve their cybersecurity practices through a practical approach to addressing evolving threats

Whereas, maintaining the security of cyberspace is a shared responsibility in which each of us has a critical role to play, and awareness of computer security essentials will improve the security of the City of Nampa information, infrastructure, and economy; and all citizens are encouraged to visit these websites, along with the STOP. THINK. CONNECT.™ campaign website (www.dhs.gov/stophinkconnect or www.stophinkconnect.org) to learn about cybersecurity to put that knowledge into practice in their homes, schools, workplaces, and businesses;

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

“Cybersecurity 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 15th day of October in the year of our Lord two thousand nineteen.

__________________________
Debbie Kling
Mayor, City of Nampa
End of 2019 Irrigation Season

To coincide with underlying irrigation districts shutoff dates, Water Division staff shut down the City’s pressurized irrigation system on Friday, October 4. Much of Nampa’s irrigation water comes from canals operated by Nampa Meridian, Pioneer, and Boise Kuna Irrigation Districts. Nampa Meridian delivery ended October 7, Pioneer on October 8, and Boise Kuna on October 7. The attached press release (see Exhibit A) was issued on September 19, 2019, to notify Nampa utility customers.

Wastewater Upgrades 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 Wastewater Treatment Plant (WWTP). For this reason, City consultant, Stantec, was selected to perform final design and engineering services as is consistent with Project Group C. Project Group D (PGD) 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 (PGE) encompasses the renovation of the existing WWTP Administration and Laboratory Building. PGE will be delivered using a traditional design-bid-build method that follows traditional procurement procedures. The Public Works Department Engineering Division completed 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>Event</th>
<th>Due Dates and Deadlines</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Interviews Distributed to Architectural Roster</td>
<td>Wednesday, August 7, 2019</td>
</tr>
<tr>
<td>Site Visit for Proposers</td>
<td>Wednesday, August 14, 2019, at 9:00 a.m.</td>
</tr>
<tr>
<td>Interviews</td>
<td>Week of August 26, 2019</td>
</tr>
<tr>
<td>Notify Selected Design Firm</td>
<td>Friday, August 30, 2019</td>
</tr>
<tr>
<td>Scope and Fee Negotiations</td>
<td>Monday, September 3 thru Friday, September 20, 2019</td>
</tr>
<tr>
<td>Present Contract to City Council for Approval</td>
<td>Monday, October 7, 2019</td>
</tr>
</tbody>
</table>

Construction on PGE 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 (PGF), will be delivered as a progressive design-build project.

The Request for Qualifications (RFQ) was issued on September 30, 2019 (see Exhibit B). It can also be accessed at [https://www.cityofnampa.us/443/Bid-Postings-RFP](https://www.cityofnampa.us/443/Bid-Postings-RFP). Proposer’s responses, via a Statement of Qualifications (SOQ), are due November 7, 2019.

In December, Staff will recommend to City Council three firms to be short-listed for the Request for Proposal (RFP) phase of selecting a design-build consultant. These firms will respond with a more detailed proposal. The City will then select one firm to award the contract to and enter into a partnership to complete the required work.
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</td>
<td>November 7, 2019</td>
</tr>
<tr>
<td>Deadline</td>
<td></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>

**Wastewater Upgrades - Class A Recycled Water Program**

The Idaho Department of Environmental Quality (IDEQ) put the City of Nampa’s Class A Recycled Water Draft Reuse Permit (Permit) out for a 30-day public comment starting on October 15, 2019. The Permit includes industrial and irrigation uses for the Class A Recycled Water (see Exhibit C). The Permit limits for Class A Recycled Water, delivered to the Phyllis Canal, has a no temperature limit, 0.35 mg/l phosphorus limit, and 30 mg/l nitrogen limit. City staff have been working on public outreach for the past few months to inform the organizations that usually comment on these permits. Staff met with the Concerned Citizens of Canyon County, cities in the Treasure Valley, Riverside Irrigation District, Idaho Water Users Association, Environmental Protection Agency, Trout Unlimited, Idaho Conservation League, Lower Boise Watershed Council, and Boise River Enhancement Network. If Nampa is successful in obtaining the Permit, it will be the first city in the state of Idaho to receive a reuse permit for discharge to a canal. The Permit comment period will be advertised by IDEQ and available on the website at [https://www.deq.idaho.gov/news-public-comments-events/public-comment-opportunities](https://www.deq.idaho.gov/news-public-comments-events/public-comment-opportunities).
September 19, 2019
For Immediate Release

PRESS RELEASE FROM THE OFFICE OF MAYOR DEBBIE KLING

City of Nampa irrigation to be shut off October 4

The City of Nampa will shut down its irrigation system Friday, October 4 to coincide with Nampa & Meridian Irrigation District’s October 7 shut-off.

Nampa & Meridian Irrigation District is one of three providers for most Nampa’s irrigation water. The Boise-Kuna Irrigation District ends its season October 7 and Pioneer Irrigation will wrap up tentatively October 11.

The Nampa Waterworks Division reminds individuals and companies blowing out sprinkler lines that the city valve should not be turned off. The keyed turnoff is for city emergency use only.

For more information, visit http://www.cityofnampa.us/water or call (208) 468-5860.

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

Nampa Wastewater Treatment Plant
Project Group F
Progressive Design-Build Project

Request for Qualifications Issued: September 30, 2019
Statement of Qualifications Due: November 7, 2019
City of Nampa
Nampa Wastewater Treatment Plant – Project Group F Progressive Design-Build Project

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City of Nampa
Nampa Wastewater Treatment Plant – Project Group F Progressive Design-Build Project

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Acronyms and Abbreviations

City City of Nampa
DB design-build
Facility Plan Nampa Wastewater Program Facility Plan
GP guaranteed price
GMP guaranteed maximum price
IDAPA Idaho Administrative Procedures Act
IDEQ Idaho Department of Environmental Quality
mgd million gallons per day
NPDES National Pollutant Discharge Elimination System
RFP request for proposals
RFQ request for qualifications
ROW right-of-way or rights-of-way
SOQ statement of qualifications
SRF State Revolving Fund
WWTP wastewater treatment plant
Section 1: Introduction

1.1 General Introduction

The City of Nampa (City) is requesting qualifications for the Nampa Wastewater Treatment Plant Project Group F Progressive Design-Build Project (Project). This Request for Qualifications (RFQ) invites qualified Design-Build (DB) teams, who have experience with wastewater treatment plant design and construction, to submit a Statement of Qualifications (SOQ) for the Project.

The City is using a two-step procurement process for selecting a Design-Builder. Step 1 involves evaluating SOQs, checking references, and short-listing up to three of the highest-ranked DB teams based on evaluation criteria included in this RFQ. In Step 2, the City will invite short-listed DB teams to submit proposals in response to the City’s Request for Proposals (RFP).

1.2 Project Delivery Method

The City selected progressive DB as the project delivery method due to the Project’s size and complexity, the need to maintain plant operations during construction, schedule requirements, and treatment and hydraulic performance risk transfer opportunities.

Progressive DB will deliver the Project in two phases: Phase 1 – Preliminary Services and Phase 2 – Construction and Acceptance, which may overlap.

The DB Contract will cover both Phases 1 and 2 of the Project; however, actual progression to Phase 2 will depend on the successful negotiation of a contract amendment establishing the agreed-to-price for Phase 2 (Guaranteed Price Amendment). The City may terminate Guaranteed Price Amendment negotiations if the City believes ongoing negotiations are unlikely to be successful. In that event, the DB Contract will permit the City, at its election, to terminate the DB Contract and proceed with other contractors and other project delivery methods, complete all or any portion of Phase 1 services using the design firm included on the Design-Builder’s team, continue with the DB Contract without a Guaranteed Price Amendment, or require the Design-Builder to negotiate in good faith for the performance of any portion or portions of the work covered by the DB Contract.

More specifically, the two phases of DB work include:

- **Phase 1: Preliminary Services.** During this phase, the City and Design-Builder will collaboratively progress the design and permitting of the Project. Throughout this phase, the Design-Builder will use an agreed-to-cost model to develop open-book estimates of the Guaranteed Maximum Price (GMP) for Phase 2. Estimates of the GMP will be required at major design milestones (e.g., 30 percent design) and whenever a major change occurs affecting the overall Guaranteed Price. Although the City anticipates negotiating the Guaranteed Price Amendment following completion of 60 percent design, the City may elect to accept, reject, or negotiate the Guaranteed Price Amendment at any point in the process following completion of 30 percent design. Phase 1 includes completion of 100 percent design, which is expected to overlap with the start of construction.

- **Phase 2: Construction and Acceptance.** During this phase, the Design-Builder will construct the Project, conduct commissioning and startup services, successfully complete the Acceptance Test to demonstrate Project performance, and provide other support services as defined in the Guaranteed Price Amendment.

1.3 General Program and Project Description

The Nampa Wastewater Treatment Plant (WWTP) is undergoing significant improvements to meet new, stringent water quality requirements, provide capacity for future growth, and address aging
infrastructure. The Project constitutes a major portion of the City’s planned improvements and is intended to address a number of challenges including:

- **Regulatory.** The Nampa WWTP was issued an updated National Pollutant Discharge Elimination System (NPDES) permit in September 2016. The permit contains strict limits for total phosphorus and temperature, which the Nampa WWTP is unable to achieve in its current configuration. The City has elected to implement a recycled water program as part of its overall strategy for upgrading the plant and is in the process of obtaining a Reuse Permit from the Idaho Department of Environmental Quality (IDEQ).

- **Capacity.** Future growth within the Nampa service area, which includes a diverse mix of residential, commercial, and industrial customers, will result in increased system demands. The Nampa WWTP improvements will provide treatment capacity for future population growth through 2040.

- **Aging Infrastructure.** The existing facility has undergone a series of improvements over its history, from the early 1940s to work that is currently underway or planned. Existing assets at the Nampa WWTP therefore range in their condition and performance, with some assets requiring repair or replacement in order to maintain level of service criteria.

The *Nampa Wastewater Program Facility Plan* (Facility Plan; Brown and Caldwell, 2018), adopted by the City in 2018, established the approach to challenges faced by the Nampa WWTP. The Facility Plan envisioned a recycled water program that will provide Class A recycled water.

The City is following a phased approach to upgrading the Nampa WWTP. The City will complete Phase I Upgrades in 2019. The Project constitutes a significant portion of Phase II Upgrades and will allow the Nampa WWTP to produce Class A recycled water for discharge to an irrigation canal and potentially for industrial reuse (conveyance to industrial customers will be a future project, depending on demand). The Project will comply with the Reuse Permit and will convey recycled water to Pioneer Irrigation District’s Phyllis Canal during the summer season (May 1 through September 30). During the winter season (October 1 through April 30), the Project will comply with the NPDES permit and discharge to Indian Creek.

The City has entered into an agreement with Pioneer Irrigation District to allow for summer recycled water discharge to the Phyllis Canal. The City has applied for a Reuse Permit, which is currently being developed by the IDEQ. The City expects to receive the permit prior to issuing the RFP for the Project. Figure 1 illustrates the overall recycled water program.
1.4 RFQ Organization

The RFQ organization is as follows:

- Section 1: Introduction
- Section 2: Project Overview
- Section 3: Procurement Process
- Section 4: SOQ Evaluation Process and Criteria
- Section 5: SOQ Submittal Requirements
- Section 6: Select Business Terms and Conditions
- RFQ Appendices

1.5 RFQ Definitions

The following definitions are included for the purpose of this RFQ only. Definitions may be modified or further elaborated upon in the RFP or draft DB Contract.

**Acceptance Test or Acceptance Tests:** A formal test, conducted in accordance with the Design-Builder’s Acceptance Test Plan, intended to demonstrate that the Project can successfully meet the hydraulic and treatment performance standards established in the DB Contract over a range of expected conditions. The Acceptance Test may also include other tests, such as power failure and emergency generation startup, to demonstrate Project functionality.

**Design-Builder, Design-Build Entity, or DB Entity:** The entity that will enter into the DB Contract with the City and that will be solely responsible for delivering the Project.

**Design-Build Contract or DB Contract.** The contract and contract attachments governing the performance of City and Design-Builder responsibilities on the Project.
DB Project Team: Members of the Design-Builder’s team including the Design-Builder, Engineer of Record, and other subconsultants and subcontractors that the Design-Builder will use to deliver the Project. (See definition of Key Firms).

Engineer of Record: The individual(s) in responsible charge of the design. The Engineer of Record shall be a licensed professional engineer in the State of Idaho.

Final Completion: Completion of all of the Design-Builder’s obligations under the DB Contract, except for ongoing warranty obligations, including, but not limited to, successful completion of the Acceptance Test and completion of all items identified in the punch list.

Fixed Price: The price that the City will pay for completion of Phase 2, assuming the Guaranteed Price Amendment incorporates this form of pricing. Under a Fixed Price arrangement, payment for Phase 2 work will be on a milestone/schedule of values basis.

General Conditions: General Conditions generally refers to those elements of work required to support Project construction, such as supervisory and administrative labor, field offices, temporary amenities and utilities, site security and cleanup, and Design-Builder’s safety program. Specific elements of General Conditions for the Project will be defined in the RFP and draft DB Contract.

Guaranteed Maximum Price or GMP: The Guaranteed Maximum Price is the maximum price the City will pay for completion of the Phase 2 work, assuming the Guaranteed Price Amendment incorporates this form of pricing. The GMP will contain the following elements: 1) the estimated direct cost of work, whether self-performed or subcontracted; 2) a fixed price for General Conditions based on the scope of General Conditions work defined in the DB Contract; 3) the Design-Builder’s fee for overhead and profit expressed as a percentage of the direct cost of work; and 4) a contingency.

Guaranteed Price or GP: The price for which the Design-Builder guarantees it will complete the Work except for any City-directed changes or uncontrollable circumstances. The Guaranteed Price may be a Guaranteed Maximum Price or Fixed Price, at the sole discretion of the City.

Guaranteed Price Amendment: The amendment to the DB Contract establishing the scope of construction, the Guaranteed Price, the schedule for completing the work, and various other items.

Indicative Design: The design concept prepared by the City to serve as a basis for establishing the Project cost and budget and for the purpose of obtaining IDEQ approval of the Preliminary Engineering Report. The indicative design illustrates one possible design concept for the Project. The Owner’s Project Criteria included as an attachment to the draft DB Contract will set forth mandatory Project design criteria.

Key Firms: Firms fulfilling the key roles identified below and that must be identified in Respondent’s SOQ and committed to work on the Project if Respondent is selected as the Design-Builder. At a minimum, Key Firms shall include the Design-Builder, Engineer-of-Record, Geotechnical Firm, Permitting and Approvals Firm, and General Contractor. One firm may fulfill multiple roles on the Project. Respondents may identify other firms that will play key roles on their team to deliver the Project and shall add them to the list of Key Firms.

Key Personnel: Individuals fulfilling the roles identified below and that must be identified in Respondent’s SOQ and committed to work on the Project. At a minimum, Key Personnel shall include the proposed Design-Build Manager, Design Manager, Permitting/Approvals Lead (including railroad approvals), Process Design Lead(s), Construction Manager, Construction Superintendent(s), Project Controls (Schedule and Cost Tracking) Lead, and Startup/Commissioning/Acceptance Testing Lead(s). Respondents may identify other individuals who will play key roles on their team and shall add them to the list of Key Personnel.

Owner or City: City of Nampa, Idaho.
Owner's Advisor: Brown and Caldwell (BC).

Phase: Refers to separate phases for delivery of the Project. Phase 1: Preliminary Services, generally includes design and construction planning. Phase 2 generally includes construction and Acceptance Testing. Final design completion (Phase 1) is expected to overlap with the start of construction (Phase 2).

Phyllis Canal: Pioneer Irrigation District’s irrigation canal generally located south of the Nampa WWTP. During the summer season, the Project will discharge Class A recycled water to the Phyllis Canal.


Progressive Design-Build or Progressive DB: A two-phase delivery method in which certain preliminary services (such as alternatives analysis, design to a specified level of completion, cost estimating, constructability reviews, construction schedule development, and key permits and approvals obtainment) are provided, culminating in the Design-Build’s proposed Guaranteed Price Amendment for Phase 2 services. If the City and the Design-Build agree on the Guaranteed Price Amendment, construction and acceptance testing are completed during the second phase.

Project: Nampa WWTP Project Group F.

Proposal: A response to the City’s RFP submitted by a firm short-listed following the City’s evaluation of SOQs.

Proposer: A Respondent that has been short-listed and that has submitted a Proposal in response to the City’s RFP.

Respondent: An entity responding to this RFQ by submitting an SOQ.

Reuse Permit: Permit granted by the IDEQ to modify, operate, construct, or discharge to a reuse facility per IDAPA 58.01.17.

Step: Step of the two-step progressive DB procurement process. Step 1 includes issuing the RFQ, receiving SOQs, and short-listing firms to proceed to Step 2. Step 2 includes issuing the RFP, receiving Proposals, selecting the Design-Build, and negotiating the DB Contract.

Statement of Qualifications or SOQ: The documents submitted by a Respondent in accordance with the requirements of this RFQ.

Substantial Completion: Demonstration by the Design-Build that all preconditions for achieving Substantial Completion, as set forth in the DB Contract, have been met by the Design-Build and agreed to by the City.
Section 2: Project Overview

2.1 Project Objectives

The City has identified the following key Project objectives:

- Achieve Project Acceptance no later than August 31, 2025, to provide 1 year for optimizing plant operations prior to the regulatory deadline for achieving total phosphorous limits set forth in the City’s existing NPDES permit and anticipated Reuse Permit.
- Achieve water quality requirements for Class A recycled water and surface water discharge.
- Sequence the Project construction to match funding cashflow, including availability of City funds and State Revolving Fund (SRF) loan installments.
- Maintain current plant operations, without incurring permit violations, throughout the design and construction process.
- Complete the Project at or below the Project budget.

2.2 Progressive DB Delivery Objectives

The City selected progressive DB delivery for the following benefits:

- Value engineering/opportunity for innovation
- Cost transparency
- Opportunity for greater City input in the design process relative to fixed-price DB
- Risk allocation and performance accountability
- Integration of life cycle cost considerations within design and construction decisions

Project hydraulic and treatment performance are critical success factors for the City because the Project must achieve NPDES permit, Reuse Permit, and Class A recycled water standards as well as account for growth. Effluent quality and hydraulic performance standards will therefore be a key component of the DB Contract.

2.3 Project Site and Location

The Project will be located in Nampa, Idaho, south of Interstate 84, and accessed from Nampa Boulevard and West Railroad Street. The existing Nampa WWTP outfall is to Indian Creek. Most Project components will be constructed on the existing Nampa WWTP site. Figure 2 illustrates the general location of the Nampa WWTP.
The Project also will include a pipeline, located outside of the Nampa WWTP property boundary, for conveying irrigation reuse water to Phyllis Canal. The pipeline will likely cross the Union Pacific railroad tracks to the south of the Nampa WWTP. The City is evaluating pipeline alignment alternatives and expects to select a final pipeline route during Phase 1 in cooperation with the selected Design-Builder. Figure 3 illustrates the preliminary irrigation pipeline route alternatives that the City has identified.
2.4 Project Functional Requirements, Scope, and Features

2.4.1 Existing Nampa WWTP Processes

The existing Nampa WWTP provides primary and secondary treatment of up to 18 million gallons per day (mgd) (design capacity) and operates on a continuous basis.

Existing liquid stream unit processes include the following list:

- Influent Pump Station and Headworks Building, including three influent screw pumps, three bar screens, and grit chamber
- Primary Clarifiers Nos. 1 through 3 (currently only No. 2 and No. 3 are operating)
- Trickling Filter Recirculation Pump Station (currently offline)
- Trickling Filters No. 2 and No. 3 (currently offline; the City has previously demolished Trickling Filter No. 1)
- Trickling Filter Effluent Pumps
- Secondary Clarifier No. 2 (currently out of service; unit No. 1 previously demolished)
- Primary Effluent Pump Station
Aeration Basins Nos. 1 through 3
Blower Building
Final Clarifier Flow Splitter Box
Final Clarifiers Nos. 1 through 3
Return Activated Sludge Pump Station and Pumps
Chlorine Contact Basins Nos. 1 and 2
Disinfected effluent is dosed with sodium bisulfite for dechlorination prior to splitting the flow between the internal plant non-potable water system and the Post Aeration Basin
Post Aeration Basin
Chlorine Storage and Feed Building
Outfall to Indian Creek

Figure 4 illustrates the liquid stream process flow for the existing Nampa WWTP.

**Liquid Process**

![Liquid Process Diagram](image)

*Figure 4. Existing Nampa WWTP liquid process flow diagram*
Existing solid stream processes include the following list:

- Primary Sludge Pumps (convey sludge from Primary Clarifiers)
- Equalization Tank and Primary Sludge Thickening Feed Pumps
- Return Activated Sludge/Waste Activated Sludge Pump Station
- Waste Activated Sludge Thickening Feed Pumps Nos. 1 and 2
- Rotary Drum Thickeners Nos. 1 through 3 (contained inside the Solids Handling Facility)
- Thickened Waste Activated Sludge Pumps Nos. 1 through 3 (contained inside the Solids Handling Facility)
- Thickened Primary Sludge Pumps
- Primary Anaerobic Digester Nos. 1 through 3 (No. 4 is currently under construction)
- Secondary Anaerobic Digester No. 1 and No. 2 (provide sludge storage and gas stabilization but are no longer used for sludge digestion)
- Digester Dewatering Pump No. 1 and Digested Sludge Grinders Nos. 1 through 3
- Dewatering Feed Pumps No. 1 and No. 2
- Dewatering Centrifuges No. 1 and No. 2 (contained inside the Solids Handling Facility)
- Polymer Makeup System (located inside Solids Handling Facility; includes mixing and aging tanks and polymer solution feed pumps)
- Centrate storage tank
- Centrate drain pump station, drain pumps No. 1 and No. 2, and return pipeline to the primary clarifiers
- Chemical Trim Storage Tanks and Chemical Feed Pumps Nos. 1 through 4
- Waste Gas Flare (City is currently adding a new flare and relocating this system)
- Drying Beds for Dewatered Biosolids (followed by landfill disposal)

Figure 5 illustrates the solid stream process flow for the existing Nampa WWTP.
2.4.2 Other Planned Improvements

As part of the overall planned improvements to the Nampa WWTP, the City currently has the following work in design or construction:

- Primary Digester No. 4 (currently under construction with completion scheduled for November 2019).
- Primary Digester No. 5 and Waste Gas Flare (currently in design with construction completion scheduled for approximately June 2021).
- Renovation of the existing Laboratory and Administration Building (currently in design with construction completion planned for approximately August 2021).

Subsequent to completion of this Project, the City may implement improvements to the existing Headworks Building and Primary Clarifier No. 1 or may decide to replace them.

2.4.3 Project Functional Requirements

The Project intends to upgrade the Nampa WWTP so that it can produce up to 24.1 mgd peak day flow of Class A recycled water (20.1 mgd on a maximum month basis). The Project must also be capable of directing all flow to either Indian Creek during the winter season (October 1 through April 30) or to Phyllis Canal for irrigation use during the summer season (May 1 through September 30).

2.4.4 Major Project Elements

The Project will include a range of work including demolishing certain existing unit processes and facilities, designing and constructing additional process units that parallel existing units, replacing certain equipment that exceeds its useful life, and designing and constructing new processes for filtration, disinfection, and sidestream treatment.

Overall, the Project intent is outlined below:

- Expand the secondary treatment process and supporting aeration system.
- Add new tertiary filtration to achieve total phosphorus limits in the City’s NPDES Permit (winter season) and Reuse Permit (summer season).
- Add new disinfection that satisfies IDAPA 58.01.17 requirements for Class A recycled water.
- Add the capability to convey treated water offsite to Phyllis Canal or to Indian Creek.
- Expand the solids system to handle increased solids production from tertiary treatment.

Specific project work elements are listed below:

- Demolition of Drying Beds, Trickling Filters, Secondary Clarifier and Secondary Clarifier Pump Station, and related facilities
- New Aeration Basin No. 4 (presumably a duplication of existing aeration basins)
- New Internal Mixed Liquor Recycle Pumps (pending final reuse permit)
- New Blower Building and Blowers
- New Final Clarifier No. 4 (presumably a duplication of existing final clarifiers)
- Replacement of Final Clarifier Mechanisms (presumably a duplication of existing final clarifier mechanisms)
- New Tertiary Filtration Pump Station
- New Tertiary Filtration
- New Disinfection (Class A and NPDES)
- New Irrigation Reuse Pump Station and Force Main
- Replacement of Post Aeration Basin Structure and Blower
City of Nampa
Nampa Wastewater Treatment Plant – Project Group F Progressive Design-Build Project

- Replacement of Waste Activated Sludge and Return Activated Sludge Pumps
- New Digested Sludge Storage Tank
- No. 4 Water Pump Station
- New Sidestream Treatment
- Solids Handling Facility Expansion with Co-thickening
- Motor Control Center Replacements

Figure 6 is a site plan showing the general location of Project features based on the indicative design concept being developed for the Project.

2.5 Environmental Review, Permitting and Approvals

2.5.1 General Permitting Responsibilities
Attachment C to this RFQ includes a preliminary risk allocation matrix that describes the City’s anticipated allocation of responsibilities between the City and the selected Design-Builder for obtaining certain permits and approvals.

Generally, the City will be responsible for obtaining certain permits from the IDEQ.

Generally, the Design-Builder will be responsible for obtaining design-related approvals from the IDEQ as well as required building and construction permits.

2.5.2 Environmental Review
The City’s 2017 Facility Plan included Technical Memorandum T-53: Nampa Program Environmental Information Document. Based on the environmental information document and information in the Facility Plan, the IDEQ issued a Categorical Exclusion for the Nampa WWTP Phase II Upgrades.
2.5.3 Recycled Water Permit

Under IDAPA 58.01.17, the Class A recycled water program requires a Reuse Permit issued by the IDEQ. The City submitted a reuse permit application and the IDEQ is in the process of preparing a draft permit. The City expects a final permit to be issued prior to issuance of the RFP for this Project.

2.5.4 Other IDEQ Approvals

The City will be submitting a Preliminary Engineering Report to the IDEQ for an indicative design concept; the City expects the selected Design-Builder to submit any required amendments to the Preliminary Engineering Report, if needed, based on its Project-specific design concepts. The Design-Builder will also be responsible for obtaining final IDEQ approval of its 100 percent design.

The City is in the process of discussing the Project review process with the IDEQ, including modifications to the current standard project review process that might be appropriate for progressive DB delivery. The RFP will describe the status of these discussions and any changes to the IDEQ’s review process.

2.5.5 Property Rights, Right-of-Way Approvals, and Rail Crossing Approvals

The City will be responsible for acquiring all required off-site property rights such as easements and property lease or purchases.

The Design-Builder will be responsible for obtaining off-site right-of-way (ROW) approvals and will be required to follow the City’s formal permitting process for ROW approvals. The Design-Builder will also be responsible for obtaining approvals from Union Pacific as needed for crossing or paralleling the railroad’s tracks and property.

2.5.6 404 Permit

A 404 permit from U.S. Army Corps of Engineers will be required for the outfall and discharge to Phyllis Canal. The selected Design-Builder will be responsible for entering into a license agreement with Pioneer Irrigation District and for obtaining the 404 permit for the outfall.

2.5.7 City Efforts to Facilitate Permitting

The City has been taking and will continue to take certain actions to facilitate Project permitting. These actions include or will include:

- Executing an agreement with Pioneer Irrigation District to allow discharge of recycled water into Phyllis Canal as a supplemental source of irrigation water supply and discussions regarding 404 permitting.
- Meeting with IDEQ to discuss the overall permitting and design/construction approval for the Project, given progressive DB delivery.
- Preliminary discussions regarding the Project and delivery method with Union Pacific.

For those permits assigned to the Design-Builder, the City will continue to facilitate meetings with permitting agencies and may provide other assistance as described in the RFP and draft DB Contract.

2.6 Project Funding

The City is financing the Project through a combination of the City’s Sewer Fund and an SRF loan. The SRF loan is the primary funding source of the Project. The IDEQ will issue the SRF loan installments in stages and is currently defining this process. The Design-Builder will need to comply with SRF loan requirements and match project execution with the funding cashflow.
2.7 Estimated Project Cost

The City’s current Project cost estimate is approximately $100 million (2017 dollars), based on the Project as envisioned in the Facility Plan. The City is in the process of developing an indicative design for the Project on which to base an updated cost estimate. The City expects to provide the updated cost estimate to short-listed firms for review and comment as part of the overall procurement process.

2.8 Project Schedule

Table 1 includes the City’s currently estimated Project schedule.

<table>
<thead>
<tr>
<th>Table 1. Project Milestones</th>
<th>Estimated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design-Builder Phase 1 notice to proceed</td>
<td>June 2020</td>
</tr>
<tr>
<td>GMP negotiation completed (Phase 1 completion)</td>
<td>December 2021</td>
</tr>
<tr>
<td>Phase 2 notice to proceed</td>
<td>January 2022</td>
</tr>
<tr>
<td>Construction (Phase 2) Substantial Completion</td>
<td>June 2025</td>
</tr>
<tr>
<td>Completion of Acceptance Testing</td>
<td>August 31, 2025</td>
</tr>
</tbody>
</table>

2.9 Risk Allocation, Term Sheet, and Expected Form of Contract

The City expects to use the Design-Build Institute of America’s Progressive Design-Build Contract for Water and Wastewater Projects, with City and Project-specific modifications, as the form of contract for this Project. The Project RFP will include a draft DB Contract.

Attachment C includes the City’s preliminary risk allocation matrix for the Project, setting forth the City’s preferred risk allocation, and Attachment D includes a preliminary term sheet for the Project. Section 5.5, Table 4 of this RFQ asks Respondents to submit comments on the preliminary risk allocation matrix and preliminary term sheet.

2.10 Design-Builder’s Roles and Responsibilities

The Design-Builder will collaborate with the City to complete a scope of work for Phase 1 and, if later negotiations are successful, to complete Phase 2.

The Design-Builder’s responsibilities during Phase 1 and Phase 2 generally include the following list:

- Conducting hydraulic modeling
- Developing pipe alignment and outfall alternatives for the new irrigation pumping system and pipeline and assisting the City with selecting a preferred alternative; this process will need to be coordinated with Pioneer Irrigation District
- Obtaining required governmental approvals and permits, unless specifically identified as a City responsibility
- Preparing design and construction documents
- Supervising subconsultants, subcontractors, suppliers, and Design-Builder personnel
- Providing technical input if and as required for environmental reviews
- Designing and constructing the Project in compliance with required mitigation measures identified in environmental review documents and permit conditions
- Implementing any required mitigation monitoring and reporting
- Maintaining security along the construction corridor
Coordinating with utility providers and the City for supply of temporary construction utilities
Coordinating with adjacent projects under construction by separate firms/contractors
Coordinating with and obtaining approvals from Union Pacific on required railroad corridor crossings
Providing technical support to the City for the City’s stakeholder outreach and public relations activities
Providing and implementing a Project-specific safety plan, stormwater management plan, and other plans and pollution control measures required by federal, state, and local regulations or by the DB Contract
Negotiating in good faith the Guaranteed Price Amendment
Startup, testing, and commissioning
Implementing and maintaining all quality management and control requirements and activities
Successfully completing the Acceptance Test and providing Project warranties

2.11 City’s Roles and Responsibilities
The City’s general responsibilities are listed below:
- If needed, cooperating with state and federal agencies on any environmental review under National Environmental Policy Act and any additional environmental reviews
- Furnishing data and information regarding the Project, including record drawings available to the City and existing, known geotechnical information and preliminary hydraulic studies
- Participating in the alternatives analysis process
- Reviewing and commenting on design submittals as set forth in the DB contract
- Obtaining governmental approvals and permits that the City is specifically identified as responsible for in the draft DB Contract and assisting the Design-Builder in obtaining governmental approvals and permits for which the Design-Builder is responsible
- Negotiating in good faith the Guaranteed Price Amendment
- Providing adequate funding for preliminary services and for the cost of Phase 2 subject to the agreed upon Guaranteed Price
- Establishing treatment and hydraulic performance standards
- Providing contract oversight
- Providing stakeholder outreach
- Providing Project operators for the Acceptance Test

2.12 Availability and Use of Background Documents
Attachment B: List of Project Reference Documents identifies background documents that are available on the City’s website.
[https://www.cityofnampa.us/1283/Wastewater-Upgrade---Project-Group-F-RFQ](https://www.cityofnampa.us/1283/Wastewater-Upgrade---Project-Group-F-RFQ)
The City may incorporate additional documents to the list and website by addenda to the RFQ or with the RFP. The City is providing these background documents for informational purposes only.
Section 3: Procurement Process

3.1 Procurement Process Overview

The City is conducting a two-step procurement process for the Project.

1. **Step 1: RFQ/SOQ/Short-listing.** The procurement process begins with the issuance of this RFQ. The City will then review SOQs submitted in response to the RFQ by interested Respondents and conduct reference checks. The City’s Evaluation Committee will review and score SOQs based on the criteria and weightings set forth in this RFQ and will recommend a short-list of Respondents to the Public Works Director. Based on this input from the Evaluation Committee, the Public Works Director will present a recommended short-list to the Nampa City Council (City Council) for approval. The City expects to short-list three Respondents who will then advance to Step Two of the procurement.

2. **Step 2: RFPs/Proposals/Selection.** In Step 2, the City will issue an RFP for the Project to the short-listed Respondents. Only the short-listed Respondents will be eligible to submit a Proposal. The City will review Proposals, conduct interviews, and, at its sole discretion, conduct additional reference checks. The City’s Evaluation Committee will review and score Proposals, based on the price and non-price evaluation criteria and weightings set forth in the RFP and considering information gained from interviews and reference checking, and will recommend the top-ranked Proposer to the Public Works Director. Based on this information from the Evaluation Committee, the Public Works Director will present a recommendation to the City Council for approval. The City will then negotiate with the top-ranked Proposer, as approved by the City Council, and will submit the negotiated DB Contract to the City Council for final approval. The City will then notify all Proposers of its final selection decision. If the highest ranked Proposer and the City fail to successfully reach an agreement, the City reserves the right to negotiate with the next highest-ranked Proposer.

3.2 Procurement Schedule

Table 2 summarizes the City’s anticipated procurement schedule. All dates are subject to revision at the City’s sole discretion.

<table>
<thead>
<tr>
<th>Activity/Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ issuance</td>
<td>September 30, 2019</td>
</tr>
<tr>
<td>Site tour</td>
<td>October 15 and 16, 2019</td>
</tr>
<tr>
<td>Deadline for questions on RFQ</td>
<td>October 25, 2019</td>
</tr>
<tr>
<td>SOQ submittal deadline</td>
<td>November 7, 2019</td>
</tr>
<tr>
<td>Short-list notification</td>
<td>December 2019</td>
</tr>
<tr>
<td>RFP issuance</td>
<td>Late January/February 2020</td>
</tr>
<tr>
<td>Confidential meetings</td>
<td>February 2020</td>
</tr>
<tr>
<td>Proposal submittal</td>
<td>March 2020</td>
</tr>
<tr>
<td>Interviews</td>
<td>March 2020</td>
</tr>
<tr>
<td>Selection notification</td>
<td>April 2020</td>
</tr>
<tr>
<td>Contract negotiations</td>
<td>May 2020</td>
</tr>
<tr>
<td>City approval/ preliminary services notice to proceed</td>
<td>June 2020</td>
</tr>
</tbody>
</table>
3.3 Communications with the City and Regulatory Agencies

3.3.1 City Communication Protocols

All communications regarding the Project, City data related directly or indirectly to the Project, this RFQ, the RFP, the overall Project procurement process, and the evaluation of SOQs and Proposals shall comply with the following communications protocol, which shall be in effect through execution of the DB Contract:

- All inquiries shall be addressed in writing (via email) to the City’s designated Contact Person.
- Respondents, agents of Respondents, and consultants of Respondents shall make no inquiries, orally or in writing, to any City staff (other than the designated Contact Person), the City’s Owner Advisor Team, members of the Evaluation Committee, members of the Design Review Committee, City consultants, or elected officials regarding the Project or this procurement.
- Any oral communication will be considered unofficial and non-binding to the City.
- Any verified allegation that a Respondent or an employee, agent, advisor, consultant, or subcontractor of a Respondent has engaged in prohibited communications or in an attempt to unduly influence the selection process may be cause for the City to disqualify the Respondent from participating, at the City’s discretion.

3.3.2 City Contact

Respondents shall direct all questions regarding the RFQ, RFP, Project, and procurement process generally to the following designated City Contact Person by email as follows:

Nate Runyan, P.E.
City of Nampa, Deputy Public Works Director
Email: runyann@cityofnampa.us

3.3.3 Questions, Clarifications, and Addenda

The City will provide written responses to any questions on the RFQ, RFP, Project, and procurement process to all Respondents. Where inquiries lead to changes in the RFQ or RFP, such changes will be issued by the City via addendum.

Complete digital procurement documents, City responses to questions, and addenda will be posted on the City’s website at:

www.cityofnampa.us/443/Bid-Postings.RFP

3.3.4 Confidential Meetings

After RFP issuance, the City expects to hold individual, confidential meetings with each short-listed Respondent to provide an opportunity to privately discuss the RFP, the draft DB Contract, and their Project technical concepts. Subject to Section 3.7, the City will keep discussions and/or content from these meetings confidential unless changes to the RFP or draft DB Contract result, in which case the City will issue an addendum. The specific protocol that the City will follow while conducting the confidential meetings will be described in the RFP.

3.3.5 Communications with the IDEQ and Other Permitting Agencies

Respondents are not to discuss the Project with IDEQ and/or other permitting agencies. The RFP will set forth a process for shortlisted Respondents to communicate with IDEQ and possibly with other permitting agencies.
3.4 Evaluation Committee

The City has established an Evaluation Committee responsible for reviewing and scoring SOQs and Proposals relative to the criteria and weightings described in the RFQ and RFP, respectively; ranking SOQs and providing recommendations for short-listing firms; ranking Proposals; and recommending the top-ranked Proposer with which to initiate negotiations.

The Evaluation Committee will make its recommendations to the City Public Works Director, who, considering the recommendations of the Evaluation Committee, will make his own recommendations regarding short-listing and Design-Builder selection to the City Council for approval. The City’s legal and technical advisors will assist the Evaluation Committee; these advisors will not be voting members of the committee.

3.5 Eligibility/Disallowed Firms

The City has retained the following consulting firms to provide guidance in preparing this RFQ, the RFP, and input to related financial, contractual, and technical matters. These firms are prohibited from responding to this procurement, joining any Respondent’s team, or otherwise assisting any Respondent with this procurement process.

- Brown and Caldwell
- FCS Group
- Piper Jaffray Companies
- Skinner Fawcett LLP
- Materials Testing and Inspection
- DC Engineering
- Architecture Northwest, PA
- Hamilton, Michaelson, and Hilty, LLP

3.6 Obligation to Keep Team Intact

The City advises Respondents that all Key Firms and Key Personnel identified in the SOQ shall remain on the Project Team for the duration of the procurement process and, if selected, through execution of the Project. If extraordinary circumstances necessitate a change to Respondent’s Project team, the Respondent must submit the requested change to the City, who will determine whether to authorize the change. If changes are necessitated by circumstances beyond the Respondent’s control, substitute Key Firms and Key Personnel must be approved by the City. Changes to the Project Team made by the Respondent during the procurement process without the City’s authorization may disqualify the Respondent.

3.7 Proprietary Information and Public Disclosure

The City is a governmental public agency in Idaho. Therefore, information and materials collected under the RFQ and RFP are public records. The information that is received by the City may be subject to disclosure under the Idaho Public Records Act (Title 74, Chapter 1, Idaho Code). With the potential exception of some credit data, proprietary information, or trade secrets (identified as such by the Respondent in Respondent’s SOQ or in the Proposal), it is anticipated that responses to the RFQ or RFP will contain little or no material that is exempt from disclosure under the Idaho Public Records Act.

Any questions regarding the applicability of the Idaho Public Records Act should be addressed to Respondent’s own legal counsel PRIOR TO SUBMISSION. The City will not provide any opinion or
guidance on whether information or materials submitted in response to the RFQ or RFP would be considered exempt from disclosure under Idaho’s Public Records Act. Any proprietary or otherwise sensitive information contained in or with any SOQ or Proposal may be subject to potential disclosure.

Accordingly, Respondents should take the following steps with respect to any information believed to be exempt from disclosure or confidential:

- Respondent SHALL segregate any proprietary information or trade secrets and provide an explanation as to why such information should not be deemed a public record, citing the applicable portion of the Idaho Public Records Act.
- On any items submitted with the RFQ or Proposal that the Respondent believes are exempt from disclosure under the Idaho Public Records Act, clearly mark the upper right corner of each page of any such document or material with the word “Exempt.” This alone does not mean the document is in fact exempt from disclosure, but the City will evaluate any request for exemption and keep the information confidential if permitted by Idaho law.

The City’s disclosure of documents, or any portion of a document, submitted and marked as exempt from disclosure under the Idaho Public Records Act may depend upon official or judicial determinations, made pursuant to the Idaho Public Records Act. Respondents, by replying to the RFQ or RFP, agree to release and hold the City harmless from any and all liability for disclosing any material or documents included in any SOQ or Proposal submitted to the City.

3.8 Intellectual Property

All intellectual property prepared by the Design-Builder in connection with the performance of the DB Contract shall be owned by the Design-Builder and is hereby irrevocably licensed to the City on a non-exclusive, cost free, perpetual basis for use by the City and its consultants, representatives, contractors, employees, and agents in connection with the Project. Such intellectual property shall include instruments of service, technology, inventions, innovations, processes, knowledge, formulas, and software, whether protected as proprietary information, trade secrets, or patents. The City shall have an irrevocable, perpetual, and unrestricted right to use such intellectual property for any City purpose. The City shall not license, transfer, or otherwise make available such intellectual property for any purpose other than the Project and perpetual operations of the Nampa WWTP without the written consent of the Design-Builder. The City’s use of any such intellectual property for purposes other than in connection with the Project shall be at its own risk, and the Design-Builder shall have no liability therefore.

3.9 Appeals

By submitting its SOQ or subsequently by submitting a Proposal, each Respondent acknowledges the limitation on its rights to appeal as established in this RFQ; waives all other rights and remedies; and agrees that the decision on any protest, as provided in this RFQ and the subsequent RFP, shall be final and conclusive unless wholly arbitrary and capricious.

3.9.1 Right to Appeal

A limited right of appeal to the City Council shall be available to any Respondent who is not short-listed for participation in the RFP process and subsequently to any short-listed Respondent that is not selected as the Design-Builder for the Project, provided Respondent complies in all respects with the procedures set forth in this section as follows:

- Within 3 working days of notification to the Respondent that it was not short-listed for participation in the RFP process or any notification to a short-listed Respondent that it was not selected as the Design-Builder for the Project, the Respondent shall file with the Public Works
Director a written notice of appeal, including Respondent’s, mailing address, telephone number, e-mail address, the identity and contact information for all known interested or involved parties, and a statement of the basis for the appeal, including specific objections to the selection process.

- Upon timely receipt of a complete notice of appeal, the Public Works Director shall schedule the appeal for consideration by the City Council within 30 calendar days. The Public Works Director shall provide notice of such hearing to the Respondent and to all known interested or involved parties.

- On the date and time duly noticed for consideration before the City Council, Respondent, City staff and each interested or involved party may make a brief statement and submit exhibits. No new information concerning Respondent’s SOQs or Proposal shall be presented. The City Council shall decide the matter, in its discretion, upon consideration of the record at the hearing. The City Council may affirm, overturn, or modify the previous short-listing decision or the selection of the Design-Builder. The decision of the City Council on any such appeal shall be final.

- No appeal regarding failure to be selected as the Design-Builder for the Project may be made on the basis of the earlier short-listing decision.

3.9.2 Cost and Damages

The City shall not be liable for costs and/or damages to the Respondent filing the appeal or to any participant in the appeal, on any basis, express or implied.

3.10 City Rights

The rights reserved by the City, which shall be exercised in its sole and absolute discretion, include without limitation the right to:

1. Clarify the information provided as part of Respondent’s SOQ or Proposal, including but not limited to holding discussions or meetings with Respondents, requesting additional information from Respondents to support the information included in the SOQ or Proposal, and requesting resubmission of clarified SOQs or Proposals.

2. Conduct investigations with respect to the qualifications and experience of each Respondent.

3. Visit and examine any of the facilities relevant to a Respondent’s SOQ or Proposal, discuss Respondent’s work with representatives at such facilities, and to observe and inspect the operations at such facilities.

4. Reject any or all SOQs or Proposals, waive any technicalities, immaterial irregularities, or minor informalities in an SOQ or Proposal, and request clarifications or modifications during evaluation.

5. Determine which Respondents are qualified to be short-listed to receive the RFP and submit Proposals in response to the RFP.

6. Short-list any number of Respondents in the best interest of the City.

7. Eliminate any Respondent who submits an incomplete or inadequate SOQ, or is not responsive to the requirements of this RFQ or the subsequent RFP.

8. Supplement, amend, or otherwise modify the RFQ or RFP through the issuance of Addenda to all Respondents, and to supplement the RFQ or RFP with information items, prior to the submission date of the SOQ. Addenda issued to the RFQ or RFP may expand or cancel any work described in the RFQ or RFP.

9. Issue one or more addenda to the RFQ or RFP, including addenda that extend the due date for the SOQs.
10. Receive questions concerning the RFQ or RFP from Respondents and to provide such questions, and the City’s responses, to all Respondents via addenda or information items.

11. Cancel this RFQ or the subsequent RFP in whole or in part, with or without substitution of another RFQ.

12. Take any action affecting the procurement process or the Project that is permissible under Idaho law.

13. The City assumes no obligation to accept or take action on any SOQ or Proposal.

14. Receipt of a DB Contract through this procurement process is not a guarantee of work.

15. Disqualify, in its discretion, any Respondent or Proposer who violates communication protocols (see Section 3.3) or otherwise compromises the objectivity, integrity or fairness of the procurement process.

16. Check references for all Respondents’ previous or concurrent projects and consider responses received in determining the short-listing or selection for the Project.

17. Perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of any DB Contract and to verify the accuracy of the contents of SOQs and Proposals.

### 3.11 City Disclaimers

In issuing this RFQ, subsequently issuing the RFP, and undertaking the procurement process specified herein, the City disclaims the following:

1. Any obligation, responsibility, or liability, fiscal or otherwise, to reimburse a Respondent for all or part of the costs incurred or allegedly incurred by parties considering a response to and/or in responding to the RFQ or RFP.

2. Any obligation to short-list Respondents, proceed to an RFP, or award a contract to the Respondent submitting the lowest priced proposal.

3. The City makes no representation that any Respondent submitting an SOQ will be short-listed or that any contract will be awarded to any Respondent participating in the RFP.

4. Any contractual obligation or liability for, any obligations with respect to the Project until such time (if at all) as a written contract, in form and substance satisfactory to the City, has been authorized by the City Council and executed.

The Respondent acknowledges that, by submitting an SOQ or Proposal in response to the RFQ or RFP, it accepts these disclaimers and waives any right whatsoever to legally challenge or protest any City actions that exercise these disclaimers.
Section 4: SOQ Evaluation Process and Criteria

4.1 RFQ and Pre-SOQ Submittal Process

4.1.1 Obtaining the RFQ and Registering with the City
Digital RFQ documents are to be obtained by logging in to the following website and inputting Quest project #6533871.

https://www.cityofnampa.us/443/Bid-Postings-RFP

Prior to obtaining RFQ documents, Respondents shall register within Quest and identify a Point of Contact. The City will provide registered Respondents with written responses to questions and addenda, when necessary.

Respondents may contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance in registration, downloading, and working with digital files of the RFQ. The City will not be providing hardcopy sets of the RFQ.

4.1.2 Requests for Clarification and Addenda
Potential Respondents receiving the RFQ may ask questions and request clarifications in writing following the procedures set forth in Section 3.3.3. Responses from the City will be in writing and provided to all Respondents. Should the City determine that a modification to the RFQ is required in response to a question or clarification request, the City will issue such modifications via addenda posted on the City’s website.

4.1.3 Pre-SOQ Site Tour
The City will arrange for potential Respondents to tour the site at scheduled times on the dates indicated in Table 2. Potential Respondents shall contact the City Contact Person via e-mail at least 1 week in advance to schedule a time for a site tour on the allowable dates.

Respondents requesting a site visit will be accompanied by a City representative at all times. Participation in a site visit is not required to submit an SOQ.

Respondents should not solicit information about the Project or the procurement process from the City representative during a site tour. The City representative will provide only general information concerning features of the existing Nampa WWTP. Questions asked during the site tour may be answered by the City via written clarification to all attendees. The City will issue an addendum if questions result in any changes to the RFQ.

4.2 SOQ Evaluation Process

4.2.1 Responsiveness, Completeness, and Evaluation of Pass/Fail Criteria
The City will initially review SOQs for responsiveness and completeness. Failure to satisfy the requirements of this RFQ may result in an SOQ being rejected as non-responsive or incomplete.

The City will also evaluate pass/fail submittal information and may reject an SOQ/Respondent if it fails to satisfy any of the pass/fail requirements.

The City, at its sole discretion, may waive any minor irregularity in an SOQ and/or request clarification or additional information.
4.2.2 Reference Checking

The City will conduct initial reference checking (by phone and/or email) during the short-listing process for the proposed Design-Builder and the Key Firms and Key Personnel proposed for its team. The City will use reference checks to verify information provided by Respondents in their associated SOQs and will not separately score this information.

In scoring SOQs, the City will consider whether listed references are responsive, whether references support or fail to support applicable SOQ information, and whether the reference is positive or negative. The City reserves the right to check references not identified in a Respondent’s SOQ.

4.2.3 Evaluation and Shortlisting

The City will review SOQs in detail and, during this detailed review, may request clarifications from one or more Respondents. The Evaluation Committee will score and rank responsive SOQs that satisfy the pass/fail criteria, considering clarifications gained in response to Evaluation Committee requests and during reference checking. The Evaluation Committee will score SOQs using the evaluation criteria and weightings summarized in Table 3.

Based on this scoring, the Evaluation Committee will rank SOQs and recommend the highest scoring Respondents to the Public Works Director for short-listing. The Public Works Director, considering this recommendation, will present his own recommended short-list to the City Council for approval. The City expects to short-list three Respondents to receive an RFP.

4.3 Evaluation Criteria

Table 3 summarizes the pass/fail and weighted evaluation criteria that the Evaluation Committee will use in evaluating SOQs and in developing a recommended short-list of Respondents to receive RFPs.

| Table 3. SOQ Evaluation Criteria |
|----------------------------------|----------------|
| **Criterion**                    | **Basis of Scoring** |
| **Pass/Fail Criteria**           |                  |
| Ability to provide DB performance and payment bonds as evidenced by Surety Letter of Intent | Pass/Fail         |
| Ability to provide insurance as evidenced by Insurer Letter of Intent | Pass/Fail         |
| Required Licenses                |                  |
| • Engineer-of-Record professional engineering license (ID) | Pass/Fail         |
| • Design-Builder’s general contractors license (ID) | Pass/Fail         |
| Safety                           | Pass/Fail         |
| Financial Strength               | Pass/Fail         |
| **Weighted Criteria (100 points total)** |              |
| Project Organization and Leadership | 25 points       |
| Qualifications and Experience of Key Personnel | 25 points       |
| Relevant Project Experience      | 25 points         |
| Delivery Capacity/General Approach to Self-Performance and Subcontracting | 15 points |
| Permitting/ROW Experience and Qualifications | 10 points |
Section 5: SOQ Submittal Requirements

5.1 Submittal Deadline and Location
All sealed SOQs shall be received and verified by Cliff McKee (Engineering Administrative Assistant) at the following location prior to 11:00 am Mountain Standard Time on the SOQ submittal deadline listed in Table 2.

Nampa City Hall
Engineering Division
411 3rd Street South
Nampa, ID 83651
Attn: Cliff McKee

The City will not accept SOQs by facsimile or electronic transmission. Any SOQ that fails to meet the deadline at the required location will be rejected and returned to the Respondent without having been opened, considered, or evaluated.

5.2 SOQ Submittal Quantities
SOQs shall be submitted in three volumes: Volume I shall include all required SOQ information except information related to financial strength, which shall be submitted separately in Volume II. Volume III is optional and shall include Respondents’ comments on the Preliminary Risk Allocation Matrix and Preliminary Term Sheet.

The following information shall be provided:
- One original unbound SOQ with original signatures, identified as the original on the cover
- 15 hard copies of Volume I
- 2 hard copies of Volume II submitted in a separate sealed envelope
- 7 hard copies of Volume III (optional) submitted in separate sealed envelopes
- Two USB flash drives, each containing an electronic copy of Volume I of the SOQ in PDF format with the Sections and Subsections bookmarked
- The original shall be identified as the original on its front cover in blue ink. Each hard copy shall be identified on its front cover in the upper right-hand corner as “Copy X of 15 Copies.”

The outside of the SOQ submittal shall be clearly identified, labeled, and addressed with the following:
- The Respondent’s name, contact person’s name, and mailing address
- Nampa Project Group F Progressive Design-Build Project, Statement of Qualifications
- Date of the submittal

5.3 Withdrawals/Resubmittal of SOQs
A Respondent may withdraw its SOQ if all of the following occur:
- The Respondent submits a written request signed by an authorized representative of the Respondent
- The City receives the request before the SOQ submittal date

The Respondent may revise its original SOQ and resubmit it if the City receives the revised SOQ before the final SOQ submittal date.
5.4 SOQ Format

The SOQ shall be formatted as follows:

- **Language:** All information in English
- **Type font:** Times New Roman or Arial. All narrative text shall be single-spaced, 12-point font. The minimum font size for headings shall be 12-point font. The minimum font size for charts, exhibits, and other illustrative and graphical information shall be 9-point font.
- **Page size:** Except for team and individual-level organization charts (whether included in the Executive Summary or in Section 1 or 2 of the SOQ), all information shall be printed on 8.5-inch by 11-inch paper. Team and individual-level organization charts may be one-sided on 11-inch by 17-inch paper. 11-inch by 17-inch paper, if any, shall be tri-folded to 8.5-inch by 11-inch and will be counted as two sheets.
- **Page margins:** No text, tables, figures, photos, or other substantive content shall be printed within 0.75-inch of any page edge.
- **Page limit:** The SOQ page limit is 50 pages, excluding cover, transmittal letter, table of contents, executive summary, dividers, Volume II (financial information), and Volume III (comments on the preliminary risk allocation matrix and draft term sheet). The pages of each section will be reviewed and evaluated in numerical order. Any content exceeding the page limits will not be reviewed and will not be included in the evaluation. The SOQ shall include only information required by this RFQ. No other information will be considered in the evaluation of the SOQ.
- **Dividers:** Section dividers shall contain the Section number and/or Section title. No other text is permitted on the dividers. The dividers will not be counted toward the allowable page total.
- **Binding:** Each copy of the SOQ shall be bound separately.
- **Front cover:** SOQ front cover shall be labeled:
  
  [Respondent Name]
  
  Nampa WWTP Project Group F Progressive Design-Build Project
  
  Statement of Qualifications
  
  Date of Submittal

5.5 SOQ Submittal Required Information

The SOQ shall contain the information described in Table 4 in the order shown unless stated otherwise.
### Table 4. SOQ Submittal Requirements

<table>
<thead>
<tr>
<th>Submittal Section</th>
<th>Submittal Requirements/Instructions</th>
</tr>
</thead>
</table>
| Transmittal Letter and Attachments | Provide a transmittal letter using SOQ Form 1. The letter must:  
• Be signed by an authorized representative of the Respondent with authority to commit to the work  
• The name, title, email, and phone number for the Respondent’s preferred single point of contact for all procurement-related communication.  
• Acknowledgment of all Addenda.  
• A clear description of the Respondent, including the contracting entity (and its members, if applicable) and all named subcontractors and subconsultants.  
• Certify under penalty of perjury that the information provided in the SOQ is true and correct. |
| Table of Contents       | Provide a Table of Contents that includes major headings of the SOQ and associated page numbers as well as a list of appropriate tables, graphics, figures, photos, appendices, etc.                                           |
| Executive Summary       | Provide an Executive Summary of Respondent’s SOQ in a format suitable for presentation to the City Council. The Executive Summary shall briefly describe:  
• Respondent’s team, background, capabilities, and capacity  
• Team organization and Key Firm and Key Personnel qualifications  
• Relevant experience on similar projects |

### SECTION 1 – PROJECT TEAM ORGANIZATION AND LEADERSHIP (25 POINTS)

#### Corporate Structure

The Respondent may be composed of a single entity or legally organized consortium of companies. The Respondent may be supported by named subcontractors, named subconsultants, and other named specialty service providers.

**Respondent shall:**

- Describe the legal structure and composition of the Respondent. If the Respondent is a consortium of more than one company or individual, define a designated lead entity within the Respondent’s consortium, provide information on the relative shares held by each consortium member, and identify the legal form (e.g., an LLC, partnership, or a Joint Venture, etc.) and the status of agreements in place to formalize the consortium now or in the future prior to the execution of any contractual agreements for this Project.
- Clearly state and define the joint and several liabilities of the consortium membership and clearly define any specific roles or responsibilities allocated for individual consortium members.
- If the Respondent is a privately held corporation, limited liability company, partnership, or joint venture, include a listing of all of the shareholders, partners, or members who will perform work on the project.
- Discuss how your team has used this entity structure or similar entity structure to deliver similar projects, lessons learned from those projects, and benefits of the structure to the City and this Project.

#### Project Organization

- Provide Organization Charts showing roles and responsibilities of Key Firms (for Phases 1 and 2 of the Project).
- Discuss alignment of roles and responsibilities with qualifications and experience of Key Firms and Key Personnel.
- Provide summaries of the experience of all Key Firms as defined in Section 1.5 of the RFQ and any other named subconsultants or subcontractors included on Respondent’s team.
Table 4. SOQ Submittal Requirements

<table>
<thead>
<tr>
<th>Submittal Section</th>
<th>Submittal Requirements/Instructions</th>
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</thead>
<tbody>
<tr>
<td>Team Leadership</td>
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<tr>
<td>• Discuss Project Manager’s experience leading similar teams and how the Project Manager will ensure ongoing integration of design, construction, and permitting, through both Phases 1 and 2.</td>
<td></td>
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<tr>
<td>• Provide project examples demonstrating the team’s ability to communicate clearly and effectively as a project team and to cooperate with project owners.</td>
<td></td>
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<tr>
<td>Refer to Reference Project Profiles (Form 5) and Resumes (Form 6) as applicable.</td>
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</table>

SECTION 2 – QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL (25 POINTS)

- Do the individual level organization charts show clearly defined roles that align well with the individuals’ qualifications and experience?
- Do the individual-level organization charts illustrate team continuity through Phases 1 and 2?
- Do resumes substantiate qualifications and experience for designing the types of unit processes and facilities required for the Project?
- Do resumes substantiate qualifications and experience constructing, commissioning, and Acceptance Testing projects of similar size, complexity, and nature as the Project?
- Do resumes substantiate qualifications and experience with similar permitting and ROW issues as the Project?
- Do Key Personnel include local participation?
- Do resumes substantiate the experience of Key Personnel on DB and progressive DB projects?
- Provide Organization Charts showing roles and responsibilities of Key Personnel for Phases 1 and 2. Identify the firm affiliation of all proposed personnel. Additional named personnel should be shown on the organization charts to sufficiently illustrate how the Project will be successfully delivered.
- Complete SOQ Form 3, listing the positions and names for all Key Personnel
- Provide 2-page resumes of Key Personnel using SOQ Form 6.
- Qualifications on non-Key Personnel should be included as short biographical summaries within this section.

Refer to resumes and Project Profiles as applicable

SECTION 3 – RELEVANT PROJECT EXPERIENCE (25 POINTS)

- Does submitted information demonstrate the experience of team members (firms and individuals) working together on previous, similar projects?
- Does submitted information demonstrate an understanding of and proven experience with progressive DB delivery?
- Does submitted information demonstrate Respondent’s experience with successfully negotiated open book, guaranteed pricing?
- Does submitted information demonstrate Respondent’s experience providing treatment performance guarantees?
- Does submitted information demonstrate previous experience matching SRF funding cash flows and complying with SRF requirements?
- Does the submitted information demonstrate Respondent’s ability to achieve date-certain operational status, including passing performance-based Acceptance Tests?
- Provide the following information regarding relevant project experience:
  • Overview narrative of team members’ (firms and individuals) experience permitting, designing, constructing, commissioning, and Acceptance Testing similar treatment projects.
  • Overview narrative of team members’ (firms and individuals) experience successfully delivering DB and progressive DB projects.
  • Provide a minimum of three and up to seven, 2-page reference project descriptions using SOQ Form 5.
Table 4. SOQ Submittal Requirements

<table>
<thead>
<tr>
<th>Submittal Section</th>
<th>Submittal Requirements/Instructions</th>
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<tbody>
<tr>
<td><strong>SECTION 4 – DELIVERY CAPACITY AND APPROACH TO SELF-PERFORMANCE AND SUBCONTRACTING (15 POINTS)</strong></td>
<td></td>
</tr>
<tr>
<td>• Does Respondent clearly articulate how to best utilize resources and demonstrate the capacity and capability for critical Project components?</td>
<td></td>
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<tr>
<td>• Is Respondent’s approach to determining the mix of self-performed and subcontracted work well suited to its team and able to deliver value for the City?</td>
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<tr>
<td>• How does Respondent plan to incorporate local firm participation into the delivery of the Project?</td>
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<tr>
<td>• Describe the Respondent’s overall approach to delivering the Project, including the location of resources, including staff, materials, and equipment during Phases 1 and 2.</td>
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<tr>
<td>• Generally, discuss the elements of the Project that the Respondent intends to self-perform or to complete using named team-members/subcontractors. Identify work that is likely to be subcontracted.</td>
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<tr>
<td><strong>SECTION 5 – PERMITTING AND ROW EXPERIENCE AND QUALIFICATIONS (10 POINTS)</strong></td>
<td></td>
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<tr>
<td>• Does submitted information demonstrate experience successfully permitting similar treatment facility projects?</td>
<td></td>
</tr>
<tr>
<td>• Does submitted information demonstrate experience effectively obtaining required permits, ROWs, and railroad crossing approvals to avoid project delays?</td>
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<tr>
<td>• Provide a narrative describing in detail Respondent’s permitting experience for similar facilities and how that relevant experience will affect the Respondent’s ability to complete the permitting process for this Project, including experience meeting environmental compliance requirements. This discussion may reference relevant projects included in the previous section as well as include brief summaries of additional projects with a specific focus on permitting issues. Provide examples of permitting plans.</td>
<td></td>
</tr>
<tr>
<td>• Include a description of Idaho permitting experience and how that relevant experience will affect the Respondent’s ability to complete all necessary permitting for this Project.</td>
<td></td>
</tr>
<tr>
<td>• Provide a narrative describing in detail Respondent’s experience obtaining ROWs and railroad crossing approvals and how that experience will affect the Respondent’s ability to deliver the Project. This discussion may reference relevant projects included in the previous section as well as include brief summaries of additional projects with a specific focus on ROW issues.</td>
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<tr>
<td><strong>SECTION 6 – SAFETY</strong></td>
<td></td>
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<tr>
<td>• Pass/Fail</td>
<td></td>
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<tr>
<td>• Does safety program demonstrate effective commitment to safety during all phases of Project delivery?</td>
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</tr>
<tr>
<td>• A Respondent’s safety record shall be deemed unacceptable if its experience modification rate for the most recent 3-year period is an average of greater than 1.00.</td>
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</tr>
<tr>
<td>• Provide a narrative summary of Respondent’s safety program and safety record including supporting evidence</td>
<td></td>
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<tr>
<td>• Provide the following safety information for the past 5 years for Respondent and Key Firms with responsibilities for construction:</td>
<td></td>
</tr>
<tr>
<td>• Experience modification rate calculated by the National Council on Compensation Insurance or similar rating bureau.</td>
<td></td>
</tr>
<tr>
<td>• Describe all Occupational Safety and Health Administration violations and all workers’ compensation and safety claims for members of the DB Team.</td>
<td></td>
</tr>
<tr>
<td>• Completed Occupational Safety and Health Administration Form 300A, Summary of Work-Related Injuries and Illness.</td>
<td></td>
</tr>
<tr>
<td><strong>SECTION 7 – SURETY AND INSURANCE LETTERS OF INTENT AND REQUIRED LICENSES</strong></td>
<td></td>
</tr>
<tr>
<td>• Pass/Fail</td>
<td></td>
</tr>
<tr>
<td>• Provide required letter from surety(ies) confirming Respondent’s ability to obtain DB payment and performance bonds and current available bonding capacity. Use SOQ Form 7 as the form of letter from surety(ies)</td>
<td></td>
</tr>
<tr>
<td>• Identify name and rating of surety(ies). Minimum acceptable rating of surety(ies) is included in Form 7.</td>
<td></td>
</tr>
<tr>
<td>• If the DB Entity is a joint venture, partnership, or association, provide required surety letter for all venture entities responsible for bonding.</td>
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</tr>
</tbody>
</table>
### Table 4. SOQ Submittal Requirements

<table>
<thead>
<tr>
<th>Submittal Section</th>
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</tr>
</thead>
<tbody>
<tr>
<td>• Pass/Fail</td>
<td>• Provide required letter from insurers confirming DB Entity’s ability to obtain the types and limits of insurance anticipated to be required for the Project including the Engineer of Record’s Professional Liability Insurance. Anticipated insurance requirements are included in Attachment F to this RFQ. Use Form 8 as the form of letter from insurers.</td>
</tr>
<tr>
<td></td>
<td>• Identify names and ratings of insurer(s). Required minimum rating of insurer(s) are included in Attachment F.</td>
</tr>
<tr>
<td></td>
<td>• If the DB Entity is a joint venture or partnership, provide required letter for all venture entities.</td>
</tr>
<tr>
<td>• Pass/Fail</td>
<td>Provide documentation of required licensing:</td>
</tr>
<tr>
<td></td>
<td>• Engineer-of-Record professional engineering license (ID)</td>
</tr>
<tr>
<td></td>
<td>• Design-Builder’s general contractors license (ID) unless excepted by Idaho Code Section 54-1902(4)</td>
</tr>
<tr>
<td></td>
<td>Complete SOQ Form 4.</td>
</tr>
</tbody>
</table>

#### SECTION 8 – FINANCIAL STRENGTH (Volume II under separate cover)

Respondents shall have sufficient financial strength to deliver the Project and guarantee hydraulic and treatment performance. In the event Respondent does not have sufficient financial strength and assets, a parent company guarantee will be required.

Respondents shall provide one hard copy of the following financial information in a separate sealed envelope for Respondent and for the parent company providing the guarantee if the guarantee is not provided by Respondent:

• Provide financial statements for the past 5 years and for any quarters after the past full year where available. For publicly traded companies, reference to U.S. Securities and Exchange Commission 10K filings and any recent 10Q filings are adequate. For entities that are not publicly traded, provide audited financial statements for the same period. Where audited annual financial statements are not available, provide reviewed financial statements along with a signed statement by an appropriate officer of the Respondent that: “The financial statements have been prepared in accordance with Generally Accepted Accounting Principles.” Explain any exceptions.

• If the Respondent is not subject to regulation by the Securities and Exchange Commission, confirmation of the following, signed by an appropriate officer of the Respondent: “There have not been any material adverse changes to the financial condition of the company from the date of the most recent financial statements.” Please explain any exceptions.

• Confirmation of the following: “There is no current or pending civil or criminal litigation or proceedings in which any Team Member or an affiliate is or was a party either as plaintiff/defendant/accused, that materially reflects on the qualifications of the Team Member or the Team Member’s ability to perform work on the Project” signed by an appropriate officer of the Respondent. Please explain any exceptions.

#### Section 9 (optional) – COMMENTS ON PRELIMINARY RISK ALLOCATION MATRIX AND TERM SHEET (Volume III under separate cover)

Respondents may provide comments on the City’s preliminary risk allocation matrix and term sheet. Any comments will not be scored but will be considered by the City in developing the RFP and draft DB Contract.
6.1 SRF Loan Requirements
The City is funding the Project with the use of an SRF loan, which is required to comply with all federal requirements applicable to the loan agreement. The SRF loan has specific terms and conditions contained in the loan agreement and IDAPA 58.01.12, the Idaho Rules for Administration of Water Pollution and Control Loans (the Rules). The selected Design-Builder will be required to comply with some of the loan agreement requirements and to assist the City with others.

The following sections highlight those requirements that will likely flow down to the Design-Builder via the DB Contract; a final determination of applicable requirements will be included in the RFP.

- Equal Employment Opportunity and Civil Rights
- Disadvantaged Business Enterprises
- American Iron and Steel Requirement
- Record Keeping and Reporting Requirements
- Business License & Taxes
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Prevailing Wage
- Financial Accountability

Attachment E includes the City’s SRF loan offer.

6.2 Other Requirements

6.2.1 Parent Company Guarantee
Respondents shall have sufficient financial strength to deliver the Project and guarantee hydraulic and treatment performance. In the event Respondent does not have sufficient financial strength and assets, a parent company guarantee will be required.

6.2.2 Payment and Performance Bonds
The selected Design-Builder will be required to provide payment and performance bonds in an amount equal to the value of the Guaranteed Price Amendment.

6.2.3 Insurance Requirements
Attachment F provides the City’s preliminary insurance requirements.
City of Nampa
Nampa Wastewater Treatment Plant – Project Group F Progressive Design-Build Project

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Attachment A: SOQ Forms

Form 1 – Transmittal Letter and Attachments
Form 2 – Participating Firms
Form 3 – List of Key Personnel
Form 4 – Required Licenses and Registrations
Form 5 – Reference Project Profiles
Form 6 – Resume Information for Key Personnel
Form 7 – Surety Letter of Intent Regarding Performance and Payment Bonds
Form 8 – Insurance Company Letter of Intent Regarding Required Insurance
City of Nampa  
Nampa Wastewater Treatment Plant Project Group F  
Progressive Design-Build Project  
SOQ FORM 1  
TRANSMITTAL LETTER AND THREE ATTACHMENTS

(To be typed on Respondent’s Letterhead)

[City mailing address for SOQ submissions]                      [DATE]

Re: Statement of Qualifications for the Nampa Wastewater Treatment Plant Project Group F Progressive Design-Build Project

____________________ (the Respondent) hereby submits its Statement of Qualifications (SOQ) in response to the Request for Qualifications (RFQ) for the Nampa Wastewater Treatment Plant Project Group F Progressive Design-Build Project (Project) issued by the City of Nampa Public Works Department (the City) on September 30, 2019.

As a duly authorized representative of the Respondent, I hereby certify, represent and warrant as follows in connection with the SOQ:

1. The Respondent acknowledges receipt of the RFQ and the following addenda:

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
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<tbody>
<tr>
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</tbody>
</table>

   |     |      |
   |     |      |

   |     |      |

2. The submittal of the SOQ has been duly authorized by, and in all respects is binding upon, the Respondent. The Certificate of Authorization submitted as Attachment 1 to this Transmittal Letter evidences my authority to submit the SOQ and bind the Respondent.

3. The Respondent has completely reviewed and understands and agrees to be bound by the requirements of the RFQ, including but not limited to all requirements regarding Appeals, Rights of the City and Disclaimers of the City.

4. All information and statements contained in the SOQ, including SOQ Submittal Forms, are current, correct and complete, and are made with full knowledge that the City will rely on such information and statements in short-listing the Respondents.
5. The SOQ has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the services contemplated by the RFQ.

6. The Respondent is not currently suspended or debarred from doing business with any governmental entity.

The Respondent’s contact person who will serve as the interface between the City and the Respondent is:

Name: ____________________________________________
Title: ____________________________________________
Address: ____________________________________________
Phone: ____________________________________________
Fax: ____________________________________________
Email: ____________________________________________

____________________________________
Name of Respondent

____________________________________
Name of Designated Signatory

____________________________________
Signature

____________________________________
Title
STATE OF ___________

) ss.

COUNTY OF ___________

On this ______ day of ________ 20___, before me appeared __________________________ personally known to me to be the person described in and who executed this__________ ______and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

___________________________________
Notary signature in and for the state of:

___________________________________
(SEAL)

___________________________________
(Printed Name)

My commission expires: _________________
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City of Nampa  
Nampa Wastewater Treatment Plant  Project Group F  
Progressive Design-Build Project
FORM 1 ATTACHMENT 1  
CERTIFICATE OF AUTHORIZATION*

I, __________________________ a resident of _____________ in the State of _______________ DO HEREBY CERTIFY that I am the Clerk/Secretary of __________________ a ____________ (form of entity ie corporation, joint-venture, LLC etc.) duly organized and existing under and by virtue of the laws of the State of _______________ that I have custody of the records of the Respondent; and that as of the date of this certification, ___________________________ holds the title of ___________________________ of the Respondent, and is authorized to execute and deliver in the name and on behalf of the Respondent the Statement of Qualifications submitted by the Respondent in response to the Request for Qualifications for the Nampa Wastewater Treatment Plant Project Group F Progressive Design-Build Project issued by the City of Nampa Public Works Department on September 30, 2019 and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Respondent this ___________________________ day of _____________________ 20____.

(Affix Seal Here)

________________________________________
Clerk/Secretary

*Note: Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Statement of Qualifications. Modify this certificate for use by other than a corporation or corporations.
STATE OF ______________ )
                  ) ss.
COUNTY OF ____________ )

__________________ being first duly sworn, under oath says that as __________________________
(NAME)                                        (TITLE)
Of _______________________________________________________________________________________
(Respondent)
the SOQ submitted in response to in response to the Request for Qualifications for the Nampa Wastewater Treatment Plant Project Group F Progressive Design-Build Project is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and further says that the said Respondent has not directly or indirectly induced or solicited any proposer on the above work to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Respondent has not in any manner sought by collusion to secure an advantage over any other proposer or proposers.

Sign here ________________________________

Subscribed and sworn to before me this ________________ day of _____________, 20____.

Notary signature in and for the state of:

________________________________________
(SEAL)

(Printed Name)

My commission expires: ________________
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City of Nampa
Nampa Wastewater Treatment Plant Project Group F
Progressive Design-Build Project
FORM 1 ATTACHMENT 3
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS

By signing this document, the Respondent certifies to the best of their knowledge and belief that, except as noted on an attached Exception, the company:

A. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Board or agency;

B. Has not, within a three-year period preceding this SOQ, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;

C. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph (b) of this certification; and

D. Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Respondent is unable to certify to any of the statements in this certification, Respondent shall attach an explanation to this SOQ.

NOTE: For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

____________________________________
Respondent Name

_____________________________________     _____________________________________
Signature of Responsible Party     Date
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All firms that will be significant participants in providing the contract services (the “Participating Firms”) are identified below. Such entities shall include, as applicable, (1) the Respondent who will serve as the single point of responsibility under the Design-Build Contract (which may be a new company formed for the sole purpose of executing and performing the Design-Build Contract); (2) the entity that will design the Project; (3) the entity that will construct the Project; (4) the Guarantor; and (5) any other significant participant, subconsultant or subcontractor including all firms identified as Key Firms in the RFQ.

<table>
<thead>
<tr>
<th>(1) The Respondent:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>(2) Design Entity:</td>
<td></td>
</tr>
<tr>
<td>(3) Construction Entity:</td>
<td></td>
</tr>
<tr>
<td>(4) Guarantor:</td>
<td></td>
</tr>
<tr>
<td>(5) Other Key Firms:</td>
<td></td>
</tr>
</tbody>
</table>

Each member of a joint venture should be listed separately.

Name of Respondent:  

Name of Authorized Signatory:  

| Name of Authorized Signatory:  |                                                                 |
Signature: 

Title: 

________________________________________

________________________________________
# List of Key Personnel

<table>
<thead>
<tr>
<th>Name</th>
<th>Company Affiliation</th>
<th>Proposed Role on Project</th>
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</thead>
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</tbody>
</table>

1. Key Personnel are defined in the RFQ.
Idaho Public Works Contractor Licensing

Respondent hereby certifies that it is aware of the public works contractor licensing requirements in the State of Idaho and that it and all subcontractors are currently licensed to do work in Idaho or will secure such licenses as indicated below, and will maintain current Idaho contractor licenses for the duration of the Project.

Respondent Name

☐ Respondent is currently licensed to work in Idaho

Contractor Registration No.: ________________________________

☐ Respondent is not currently licensed but will obtain such license prior to award and execution of the Design-Build Contract

Subcontractor Name

☐ Subcontractor is currently licensed to work in Idaho

Subcontractor Registration No.: ________________________________

☐ Subcontractor is not currently licensed but will obtain such license prior to award and execution of the Design-Build Contract

(Repeat as needed for all named subcontractors)
Notes:

1. Providing a false certification may result in civil penalties and sanctions.

**IDAHO PROFESSIONAL ENGINEER LICENSING**

The Respondent certifies that, at the time of the SOQ submittal, the following firms / individuals possess the appropriate Idaho professional license.

Name/(Engineer of Record) __________________________________________________________
Firm: __________________________________________________________________________
Signature: _________________________________________________________________________
Printed Name: _____________________________________________________________________
*ID License No.:* ___________________________________________________________________

Name / Role: ______________________________________________________________________
Entity: __________________________________________________________________________
Signature: _________________________________________________________________________
Printed Name: _____________________________________________________________________
*ID License No.:* ___________________________________________________________________

Name and Title: ___________________________________________________________________
Dated: __________________________________________________________________________

Notes:

2. Providing a false certification may result in civil penalties and sanctions.
Provide information requested in Form 5 in a format similar to that shown below. Individual sections of the form may be resized to accommodate project information. Supplemental sheets may also be attached to this form with reference project number and category identified.

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Reference Project No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Project (Select One)</td>
<td></td>
</tr>
<tr>
<td>Design-Bid-Build</td>
<td>CM/GC</td>
</tr>
<tr>
<td>Design – Build</td>
<td>Other</td>
</tr>
<tr>
<td>Respondent’s Role (Describe)</td>
<td></td>
</tr>
<tr>
<td>Respondent’s % Of Work</td>
<td></td>
</tr>
<tr>
<td>_______% Design _______% Construction</td>
<td></td>
</tr>
<tr>
<td>Specific Role of Each Key Firm</td>
<td></td>
</tr>
<tr>
<td>Firm:</td>
<td>Role:</td>
</tr>
<tr>
<td>Firm:</td>
<td>Role:</td>
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<tr>
<td>Firm:</td>
<td>Role:</td>
</tr>
<tr>
<td>Firm:</td>
<td>Role:</td>
</tr>
<tr>
<td>Specific Role of Key Personnel on Respondent’s Team</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Role:</td>
</tr>
<tr>
<td>Name:</td>
<td>Role:</td>
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<tr>
<td>Name:</td>
<td>Role:</td>
</tr>
<tr>
<td>Name:</td>
<td>Role:</td>
</tr>
<tr>
<td>Applicability and relevance of referenced project to the Project Group F Progressive Design-Build Project:</td>
<td></td>
</tr>
<tr>
<td>Other key participants (firms/personnel), and their roles on the project:</td>
<td></td>
</tr>
<tr>
<td>Team structure and management description:</td>
<td></td>
</tr>
<tr>
<td>Client/owner:</td>
<td></td>
</tr>
<tr>
<td>Location of project:</td>
<td></td>
</tr>
</tbody>
</table>
Current status of project (design, construction, or operations phase), history, and number of years of operation (if applicable):

Description of infrastructure designed and/or constructed, including size and capacity:

Original construction contract amount (bid or GMP):

Final construction contract amount and explanation for change (including a summary of change orders and claims):

Summary of schedule performance, including deadlines and overall schedule:

Summary of design, permitting and construction challenges and how those challenges were resolved:

Description of any ingenuity and innovation employed on project:

References (Name, title, affiliation, address, telephone, e-mail):

**Notes:**

1. Indicate total percentage of Work performed within each project component. For example, if Respondent performed 50% of the design work, indicate 50%.

2. Indicate clearly the role of the Respondent team member on the project. If another entity shared in this role, please describe the division of work performed. Be specific if Respondent team member's role was applicable to the entire project or a portion. If a portion, describe that portion.

3. Provide two project references who were a part of client’s team responsible for the reference project; do not identify a reference currently employed by Respondent or Respondent’s Key Firms.
City of Nampa
Nampa Wastewater Treatment Plant Project Group F
Progressive Design-Build Project
FORM 6
RESUME INFORMATION FOR KEY PERSONNEL

(Provide the information requested on this form for Key Personnel as defined in the RFQ.

**General Information**

Name: ______________________________________

Firm/Office Location: ________________________________

Title: ______________________________________

Year Employed by Firm: ____________________________ years

Total Professional Experience: __________________________ years

Professional Registrations, Certifications, and Licenses (type, state/organization, year):

________________________________________________________________________

________________________________________________________________________

**Proposed Role on the Project Group F Progressive Design-Build Project**

Title/Assignment: ______________________________________

Description of Role/Responsibilities:

________________________________________________________________________

________________________________________________________________________

Commitment to Project: (1)

Phase 1 %

Phase 2

________________________________________________________________________
Relevant Project Experience (2)

Project: / Client  
Delivery Method:  

Location / Brief Description:  

Current Status:  

Date of Involvement: from _________ through _______________.  

Description of Specific Roles and Responsibilities:  


Client References³

Name  

Title / Organization:  

Address:  

Phone:  

Email:  

Notes:  

1. Commitment indicates the amount of time (in percent) that the staff person would be available to work on the Project during a typical week during Phase 1 and Phase 2 considering other project and business commitments. For example, if a person would be available 20 hours per week out of a 40-hour work week, reply 50%. Indicate by “N/A” where the individual is not proposed to be involved in a particular phase of the Work.  

2. Provide this information for up to seven relevant projects.  

3. Provide three client references.
(To be typed on Surety’s Letterhead)

[City mailing address of SOQ submissions] [DATE]

Re: Nampa Wastewater Treatment Plant Project Group F Progressive Design-Build Project – Letter of Intent to Issue Security

Dear [____________],

_______________ (the “Respondent”) has been invited to submit a Statement of Qualifications (the “SOQ”) in response to the Request for Qualifications (the “RFQ”) for the Nampa Wastewater Treatment Plant Project Group F Progressive Design-Build Project (the “Project”), issued by the City of Nampa Public Works Department (the “City”) on September 30, 2019, as amended, pursuant to which the Respondent may be invited to submit a proposal to a subsequent Request for Proposal and be selected to enter into a Design-Build Contract (the “Contract”) with the City for the Project.

_______________ (the Surety) has reviewed the City’s RFQ and the Respondent’s SOQ. The Surety hereby certifies that Respondent has $____ total and $____ available bonding capacity and $____ per-project bonding limits.

The Surety(ies) further certifies that, in the event the Respondent is selected as the Design-Builder and subject to review of the RFP and draft Design-Build Agreement by the Surety(ies), that the Surety(ies) intends to issue on behalf of the Respondent, as security for performance of Phase 2 services under the Design-Build Agreement, a Performance Bond and a Payment Bond for the benefit of the Owner. The Performance Bond and the Payment Bond will each be in an amount equal to the value of the Phase 2 Amendment and shall be increased to reflect any price adjustment.

The Surety(ies) further certify that the surety(ies) meet or exceed a minimum A.M. Best Company rating of A.

This letter is based on the Respondent’s current financial condition and bonding capacity, which is subject to change. This letter does not constitute an assumption of liability on the part of the Surety.
Name of Surety

Name of Designated Signatory

Signature

Title
City of Nampa
Nampa Wastewater Treatment Plant Project Group F
Progressive Design-Build Project
Form 8
Insurance Company Letter of Intent Regarding Required Insurance

(To be typed on Insurance Company’s Letterhead)*

[City mailing address of SOQ submissions] [DATE]

Re: Nampa Wastewater Treatment Plant Project Group F Progressive Design-Build Project – Letter of Intent to Issue Security

Dear ____________.

___________ (the “Respondent”) has been invited to submit its Statement of Qualifications (the “SOQ”) in response to the Request for Qualifications (the “RFQ”) for the Nampa Wastewater Treatment Plant Project Group F Progressive Design-Build Project (the “Project”), issued by the City of Nampa Public Works Department (the “City”) on September 30, 2019, as amended, pursuant to which the Respondent may be invited to submit a proposal to a subsequent Request for Proposal and be selected to enter into a Design-Build Contract (the “Contract”) with the City for the Project.

We have reviewed the Respondent’s SOQ and the RFQ. We hereby certify Respondent has or has the ability to obtain the required insurance and that we intend to provide all required insurance as described in the RFQ in the event that the Respondent is selected for final negotiations and execution of the Contract by the City.

____________________________________
Name of Insurance Company

____________________________________
Name of Designated Signatory

____________________________________
Signature

____________________________________
Title

*This letter of intent may be provided by an insurance company or an insurance broker. References to “Insurance Company” in this form shall be changed to “Insurance Broker” if provided by an insurance broker.
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Attachment B: List of Project Reference Documents
Attachment B

List of Project Reference Documents

The following reference documents related to the Nampa WWTP Project Group F Progressive Design-Build Project are available for information only on the City of Nampa’s website at: https://www.cityofnampa.us/1283/Wastewater-Upgrade---Project-Group-F-RFQ

Additional documents will be made available when the RFP is issued.

City of Nampa Wastewater Treatment Plant Facility Plan, Brown and Caldwell, January 2019

Appendix A_ TM T-46 Nampa Wastewater Flow and Loading Projections, Brown and Caldwell, November 2017

Appendix B_ National Pollutant Discharge Elimination System (NPDES) Permit No. ID0022063, United States Environmental Protection Agency Region 10, September 2016

Appendix C_ TM T-49 Nampa WWTP Capacity Assessment, Brown and Caldwell, January 2018

Appendix D_ TM T-45 Nampa Wastewater Treatment Plant Existing Asset Evaluation, Brown and Caldwell, May 2017


Appendix F_ TM T-51 Biosolids End Use Alternatives Business Case Evaluation, Brown and Caldwell, January 2018

Appendix G_ TM T-50 Existing Asset Investment Evaluation, Brown and Caldwell, November 2017

Appendix H_ TM T-52 Capital Improvements Plan, Brown and Caldwell, December 2017

Appendix I_ TM T-53 City of Nampa Wastewater Program Environmental Information Document, Brown and Caldwell, November 2018

City of Nampa Wastewater Program Environmental Information Document, Brown and Caldwell, November 2018

Geotechnical Engineering Evaluation Proposed Clarifier and RAS Pump Station Nampa Wastewater Treatment Facility, Strata, May 2004

Geotechnical Engineering Evaluation Proposed Primary Clarifier No. 3 Nampa Waste Water Treatment Facility, Strata, December 2005

Geotechnical Engineering Evaluation New Digester Nampa Wastewater Treatment Facility, Strata, November 2007

Geotechnical Engineering Evaluation Nampa Wastewater Treatment Plant Upgrades, Strata, September 2014

*Geotechnical Engineering Report performed for Phase II Upgrades
Limited Geotechnical Engineering Report Nampa Wastewater Treatment Plant Upgrades-Preliminary Design Phase I, Materials Testing and Inspection, March 2019

Wastewater Treatment Plant Historic Influent and Effluent Data, 2015-2019, Nampa Wastewater Treatment Plant, September 2019

Nampa Wastewater Treatment Plant Major Unit Process Operations Timeline, 2015-2019, Brown and Caldwell, September 2019
Attachment C: Preliminary Risk Allocation Matrix
# Nampa Wastewater Treatment Plant Project Group F
## Progressive Design-Build Project
### Preliminary Risk Allocation Matrix

<table>
<thead>
<tr>
<th>Risk</th>
<th>Risk Allocation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Design-Related Risks</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Design Liability</td>
<td>Design-Builder</td>
<td>• Design-Builder responsible for all aspects of the design.</td>
</tr>
<tr>
<td>Practicability of Performance</td>
<td>Design-Builder</td>
<td>• Design-Builder reviews project requirements set forth in the Owner’s Project Criteria and affirms that requirements are not in conflict with and do not preclude the proposed solution.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• In the event of conflicts, Design-Builder proposes modification(s) to the Owner’s Project Criteria, which must be approved by the City.</td>
</tr>
<tr>
<td>Treatment Technology Selection</td>
<td>Design-Builder</td>
<td>• Design-Builder is responsible for selecting tertiary treatment, disinfection, and sidestream treatment technologies that are commercially proven, permittable, and that will meet the City’s Acceptance Standards. Work related to secondary treatment is presumed to duplicate existing unit processes and equipment (i.e. adding parallel treatment trains) unless modifications are demonstrated to be needed or beneficial in meeting Acceptance Standards.</td>
</tr>
<tr>
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<td>• The Design-Builder is fully liable to demonstrate that selected process technologies meet Acceptance Standards, included in Owner’s Project Criteria, through Acceptance Testing.</td>
</tr>
<tr>
<td>Selection of Materials of Construction and Major Equipment</td>
<td>Shared</td>
<td>• Design-Builder’s Engineer of Record is to select and specify appropriate materials, which shall, at a minimum, be consistent with the Owner’s Project Criteria.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Design-Builder and City jointly select major equipment consistent with the Owner’s Project Criteria and with the decision process described in the Design-Build Contract.</td>
</tr>
<tr>
<td><strong>Treatment and Hydraulic Performance Risks</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Influent Characteristics (Primary Effluent)</td>
<td>City</td>
<td>• City defines “envelope” of Project influent characteristics (i.e. minimum and maximum values for all water quality parameters and/or design scenarios). Project influent characteristics are defined as those conditions immediately downstream of primary treatment. Design-Builder has no responsibility for primary treatment performance.</td>
</tr>
<tr>
<td>Project Treatment Performance</td>
<td>Design-Builder</td>
<td>• Provided Project influent is within the defined “envelope” of characteristics, Design-Builder is responsible for meeting City-defined effluent water quality standards.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Provided Project influent within the defined “envelope” of characteristics, Design-Builder is responsible for meeting City-defined solids quality and quantity standards established for the thickened sludge prior to introduction to the primary anaerobic process.</td>
</tr>
<tr>
<td>Risk</td>
<td>Risk Allocation</td>
<td>Description</td>
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<tr>
<td>------</td>
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<td>digesters. Project’s ability to meet Acceptance Standards is verified through Acceptance Testing.</td>
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<thead>
<tr>
<th>Risk</th>
<th>Risk Allocation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Design-Build</td>
<td>• Design-Build’s design must meet capacity requirements set forth in City’s Project Criteria.</td>
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<tr>
<td></td>
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<td>• Hydraulic performance verified via Acceptance Test</td>
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**Existing Conditions Risks**

<table>
<thead>
<tr>
<th>Risk</th>
<th>Risk Allocation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>City / Shared</td>
<td>• The City has conducted prior geotechnical investigations at the Nampa WWTP. The City will provide these previous geotechnical data and reports to the Design-Build. The Design-Build will be allowed to rely on data (i.e. borings and test data) from these prior reports to the extent indicated in the Design-Build Contract but will not be allowed to rely on any interpretation included in those reports.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• During Phase 1, the Design-Build will be required to conduct its own geotechnical and groundwater investigations in accordance with the scope and standards as set forth in the Design-Build Contract and as needed to support Design-Build’s design and construction.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• During construction, the risk of unforeseen geotechnical and groundwater conditions will be City’s.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>City / Shared</td>
<td>• The City will provide the selected Design-Build with known as-built drawings for buried infrastructure and structures at the Nampa WWTP, and if available, along off-site pipeline corridors.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• During Phase 1, Design-Build will be required to conduct all investigations it believes necessary to verify the condition of existing, accessible structures and facilities that will be modified as part of the Project. During construction, the Design-Build takes the condition risk for facilities and structures that were accessible to the Design-Build during Phase 1; the City takes risk for facilities and structures that were not accessible.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• During Phase 1, Design-Build will be required to conduct utility locates, pot-holing, and possibly other measures. Provided Design-Build properly conducts this required due diligence, during construction, the risk of unidentified buried infrastructure and structures and of identified but mis-located buried infrastructure and structures is the City’s.</td>
</tr>
</tbody>
</table>
City of Nampa Project Group F Progressive Design-Build Project  
Request for Qualifications  
Attachment C – Preliminary Risk Allocation Matrix

<table>
<thead>
<tr>
<th>Risk</th>
<th>Risk Allocation</th>
<th>Description</th>
</tr>
</thead>
</table>
| Contaminated Soils / Groundwater  | Shared          | • The City will provide Design-Builder with known information on contamination.  
• During Phase 1, the Design-Builder will conduct testing for contaminated soils and materials in accordance with the scope and standards set forth in the Design-Build Contract.  
• Design-Builder will be expected to incorporate costs for soil removal and disposal from any known contaminated areas into its Guaranteed Price proposal.  
• During construction, the cost of removing previously unidentified contaminated soil is the City’s risk provided Design-Builder manages the removal of such material in a manner that does not cause additional remediation cost.  
• Contamination or recontamination caused by Design-Builder’s activities is Design-Builder’s risk. |

**Required Permits and Approvals (including utilities and railroad approvals)**

<table>
<thead>
<tr>
<th>Permits and Approvals</th>
<th>Responsible Party</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>IDEQ Reuse Permit</td>
<td>City</td>
<td>• The City is responsible for obtaining the Class A recycled water permit.</td>
</tr>
<tr>
<td>IDEQ Preliminary Engineering Report</td>
<td>City</td>
<td>• The City is responsible for obtaining approval from IDEQ on the Preliminary Engineering Report. The City anticipates the IDEQ approval to occur during the RFP period.</td>
</tr>
<tr>
<td>IDEQ Engineering Report</td>
<td>Design-Builder</td>
<td>• The Design-Builder is responsible for obtaining IDEQ approval of its design concept via a proposed amendment to the Preliminary Engineering Report.</td>
</tr>
<tr>
<td>IDEQ Design Document Approval(s)</td>
<td>Design-Builder</td>
<td>• The Design-Builder is responsible for obtaining approval(s) from IDEQ as the design progresses in accordance with the City’s agreed upon process with IDEQ, which will be described in the RFP.</td>
</tr>
<tr>
<td>Air Permit Modification from IDEQ</td>
<td>City</td>
<td>• The City is responsible for obtaining an air permit modification, if required.</td>
</tr>
<tr>
<td>City of Nampa Building &amp; Construction Permits</td>
<td>Design-Builder</td>
<td>• Design-Builder responsible for obtaining all required building and construction-related permits from the City.</td>
</tr>
<tr>
<td>Environmental Review</td>
<td>City</td>
<td>• The City is responsible for supporting the environmental review process by IDEQ.</td>
</tr>
<tr>
<td>Property Acquisition</td>
<td>City</td>
<td>• The City is responsible for obtaining all required off-site property rights necessary for the Project.</td>
</tr>
<tr>
<td>Right-of-Way Approvals</td>
<td>Design-Builder</td>
<td>• Design-Builder will be responsible for following the City’s formal right-of-way permit process.</td>
</tr>
</tbody>
</table>
### Risk and Allocation Matrix

<table>
<thead>
<tr>
<th>Risk</th>
<th>Risk Allocation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Railroad Approvals</td>
<td>Design-Builder</td>
<td>• Design-Builder is responsible for obtaining all required approvals from Union Pacific Railroad.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• City will facilitate discussions and meetings with the railroad.</td>
</tr>
<tr>
<td>U.S. Army Corps of Engineers 404 Permit</td>
<td>Design-Builder</td>
<td>• Design-Builder will be responsible for outfall design, and for obtaining a license agreement with Pioneer Irrigation District and a 404 permit on behalf of the City.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• City will facilitate discussions and meetings with Pioneer Irrigation District.</td>
</tr>
</tbody>
</table>

**Cost and Financing / Payment**

| Costs – Phase 1                                 | Shared          | • Design-Builder responsible for completing Phase 1 services within the agreed-upon not-to-exceed price.                                                        |
|                                                |                 | • City risk if cost overruns are due to change in scope or uncontrollable circumstances.                                                                    |
| Costs – Phase 2 (after GP amendment)           | Shared          | • **If Guaranteed Maximum Price**, Design-Builder takes the risk of costs and fees over-running the GMP. If expenditures are below the GMP, the City and Design-Builder share any savings remaining at completion of the project. |
|                                                |                 | • **If Fixed Price**, Design-Builder reimbursed on a milestone basis. Design-Builder takes the risk of over-running the fixed price but receives all savings if costs are lower than the negotiated Fixed Price. |
|                                                |                 | • Certain costs identified in the Design-Build Contract as unallowable are the responsibility of the Design-Builder.                                      |
|                                                |                 | • City risk if cost overruns are due to a change in scope or uncontrollable circumstance.                                                                    |

**Financing / Payment**

| Financing / Payment                             | City / Shared   | • City is responsible for obtaining financing and timely payment to the Design-Builder for allowable costs.                                                 |
|                                                |                 | • Design-Builder is responsible for managing cash flow to comply with available SRF funding allocations.                                                   |

**Schedule**

| Phase 1                                        | Shared          | • City will identify target completion date for Phase 1 in RFP, which may be modified during negotiations based on selected Design-Builder’s proposal. |
|                                                |                 | • City and Design-Builder will make reasonable efforts to complete Phase 1 by target date.                                                                  |
City of Nampa Project Group F Progressive Design-Build Project  
Request for Qualifications  
Attachment C – Preliminary Risk Allocation Matrix

<table>
<thead>
<tr>
<th>Risk</th>
<th>Risk Allocation</th>
<th>Description</th>
</tr>
</thead>
</table>
| Phase 2                                   | Design-Builder  | • Design-Builder is at risk for achieving Substantial Completion, Acceptance and Final Completion dates for Phase 2. Delay liquidated damages imposed for failure to meet specified dates.  
• City risk if delay is due to City requested scope changes or uncontrollable circumstances. |

**Construction Risks**

<table>
<thead>
<tr>
<th>Risk</th>
<th>Risk Allocation</th>
<th>Description</th>
</tr>
</thead>
</table>
| Coordination of Construction with Public Stakeholders | City            | • City takes lead in communicating with external stakeholders.  
• Design-Builder provides technical support. |
| Construction Practices                    | Design-Builder  | • Design-Builder is responsible for selecting construction means and methods, techniques, and sequencing. This includes securing and paying for any off-site parking, staging or storage areas required for construction.  
• Design-Builder responsible for correction of work and generally for repair of damage. |
| Construction Quality                      | Design-Builder  | • Design-Builder is responsible if there is a failure to meet standards established in the Design-Build Contract. |
| Unscheduled Disruption of Plant Operations| Design-Builder  | • Design-Builder responsible for construction sequencing to avoid unscheduled disruption of plant operations. Any disruptions that do occur will have to be scheduled and limited in scope so that the overall facility does not have to be taken offline or experience overflows.  
• Design-Builder is liable for any unscheduled plant disruptions, shutdowns, or overflows caused by Design-Builder. City can deduct the actual costs to the City resulting from such outages. |
| Acceptance Test(s)                        | Design-Builder  | • For the period after startup and commissioning, but prior to Acceptance Testing, systems (not individual pieces of equipment) that are necessary for the normal operation of the Nampa WWTP will be turned over to the City for operation. The City will then be responsible for operating and maintaining those systems. However, turnover of a system to the City does not constitute Acceptance by the City. Prior to commencing the Acceptance Test(s), the Design-Builder will inspect and certify that such systems are ready for Acceptance Testing. The Design-Builder supervises operation of those systems by City personnel during the Acceptance Test and will conduct actual operation of proprietary systems. |
### Risk

<table>
<thead>
<tr>
<th>Risk</th>
<th>Risk Allocation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>• The Project is not deemed suitable for commercial operation until Acceptance Test(s) is passed. Acceptance Test includes confirmation of individual unit process performance as well as overall performance as demonstrated by effluent quality, hydraulic performance, and continuous, trouble-free operation as defined in the Owner’s Project Criteria.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• The Design-Builder is responsible for developing the Acceptance Test Plan, which the City must approve, and for conducting the Acceptance Test(s) consistent with the approved plan.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Retest principles outlined in the Design-Build Contract.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Design-Builder is responsible for the cost of Acceptance Testing except for City personnel costs.</td>
</tr>
</tbody>
</table>

### Other Legal and Commercial Risks

<table>
<thead>
<tr>
<th>Risk</th>
<th>Risk Allocation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change in Law</td>
<td>Shared</td>
<td>• Design-Builder required to account for applicable changes in law that occur during Phase 1 into its proposed GP and schedule for Phase 2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• City bears the risk if change in law occurs during Phase 2</td>
</tr>
<tr>
<td>SRF Loan Administration</td>
<td>Shared</td>
<td>• The Design-Builder is required to provide the City with all information in form and content required by SRF loan.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Design-Builder is responsible for complying with certain SRF loan requirements including Davis Bacon, American Iron and Steel, and other provisions as identified in the RFP and Design-Build Contract.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• City responsible for coordination on loan, reporting, and providing City-related information.</td>
</tr>
<tr>
<td>Labor Relations</td>
<td>Shared</td>
<td>• Design-Builder is responsible for strikes against Design-Builder, Design-Builder’s subcontractors and suppliers, and Project</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• City is responsible for general national or regional strikes</td>
</tr>
<tr>
<td>Equipment Warranties</td>
<td>Shared</td>
<td>• During Phase 1, City works with Design-Builder to identify equipment warranty requirements including need for any extended warranties.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• The Design-Builder is responsible for obtaining agreed-to equipment warranties and assigning them to the City. Equipment warranty periods start when a system is turned</td>
</tr>
<tr>
<td>Risk</td>
<td>Risk Allocation</td>
<td>Description</td>
</tr>
<tr>
<td>----------------------</td>
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<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Design-Build Warranty</td>
<td>Design-Builder</td>
<td>• The Design-Builder warranties the entire Project for 1 year following Acceptance.</td>
</tr>
<tr>
<td>Performance Warranty</td>
<td>Design-Builder (if required by the City)</td>
<td>• The City retains the right to require a 1- to 2-year Performance Warranty following Acceptance. The City will determine the need for such a Performance Warranty during Phase 1.</td>
</tr>
<tr>
<td>Taxes</td>
<td>Design-Builder</td>
<td>• Design-Builder to pay all applicable taxes and license fees.</td>
</tr>
<tr>
<td>Cost Escalation – Phase 2</td>
<td>Design-Builder</td>
<td>• The Design-Builder is responsible for accounting for escalation costs in its pricing during Phase 1.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• During Phase 2, the Design-Builder is responsible for the risk of cost escalation.</td>
</tr>
</tbody>
</table>
Attachment D: Preliminary Term Sheet
<table>
<thead>
<tr>
<th>No.</th>
<th>Subject</th>
<th>Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Purpose of This Term Sheet</td>
<td>This Term Sheet is not part of any contract between the Owner and Design-Builder, but is provided to 1) inform Respondents to the RFQ about the general terms of the Design-Build contract that the City is currently contemplating, 2) help identify whether any Respondent has significant concern to contemplated contract terms, and 3) assist the Owner in drafting modifications to the form of the Design-Build Contract. The final Design-Build Contract may contain additional terms not set forth in this Term Sheet.</td>
</tr>
<tr>
<td>2</td>
<td>Delivery Method</td>
<td>Progressive Design-Build (PDB)</td>
</tr>
<tr>
<td>3</td>
<td>Contract Forms</td>
<td>DBIA Progressive Design-Build Agreement for Water and Wastewater Projects (Form No. 545), customized, with DBIA Standard Form of General Conditions of Contract Between Owner and Design-Builder (Form No. 535), customized.</td>
</tr>
<tr>
<td>4</td>
<td>Design-Build Phases</td>
<td>In Phase 1, the Design-Builder completes the design, sets the construction plan, and establishes the Phase 2 costs to complete the Project. In Phase 2, the Design-Builder constructs the Project, including successful completion of the Project Acceptance Test.</td>
</tr>
<tr>
<td>5</td>
<td>Owner’s Project Criteria</td>
<td>Owner's Project Criteria will include Owner’s objectives, Owner’s preliminary description of the Project scope, minimum technical requirements for the Project including Performance / Acceptance Standards, including the contemplated schedule for the Project, and other items to describe the Project and Owner’s intent for the Project. Owner’s Project Criteria will be an attachment to the draft Design-Build Contract.</td>
</tr>
<tr>
<td>6</td>
<td>Design-Builder’s Phase 1 Services</td>
<td>In Phase 1, Design-Builder will work with the City to arrive at a final Project concept; conduct certain permitting activities; expand upon, modify and refine the Owner’s Project Criteria with approval by the City; arrive at an agreed-upon schedule for construction and Acceptance Testing; and proceed through final design including preparation of Construction Documents, subject to Owner’s on-going review. At some point in design, likely about 60% design, Owner will notify Design-Builder to prepare and submit a proposed Contract Price Amendment, on a Guaranteed Maximum Price (GMP) “open-book” basis for Phase 2 services. Following review, revision and agreement on this open-book pricing, the Owner may elect to enter into the Contract Price Amendment on a GMP basis or on a Lump Sum basis. Completion of Phase 1 services may overlap with the beginning of Phase 2.</td>
</tr>
</tbody>
</table>
Early works package

During Phase 1, the parties may contract for specific construction/demolition services to be performed prior to commencement of Phase 2.

Review, adjustment and Owner acceptance of the Contract Price Amendment

Design-Builder will discuss and review the Contract Price Amendment with Owner. Owner may require modifications to the Contract Price Amendment that Design-Builder shall in good faith attempt to accommodate. **Owner must accept the Contract Price Amendment, as originally submitted or as modified, in order for the Design-Builder to proceed to Phase 2.** If the parties cannot reach mutual agreement on the Contract Price Amendment, the Owner may, at it’s election, terminate the Design-Build Contract, contract directly with the design entity for completion of the design work consistent with the total design fee specified in Design-Builder’s initial proposal submitted in response to the RFP, require Design-Builder to proceed with remaining Phase 1 tasks, proceed under the Design-Build Contract until further notice, or require Design-Builder to perform any specific portion of the Scope of Work under the Design-Build Contract.

Contract Price, Phase 1 Services

Owner shall pay Design-Builder a negotiated sum on a NTE basis for the Phase 1 Services with specified billing rates and labor categories, subject to adjustments made in accordance with the General Conditions of Contract.

Design-Builder’s Phase 2 Services

Design-Builder’s Phase 2 services shall consist of the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing, and commissioning of the Project, successful completion of the Project Acceptance Test, and the provision of warranty services.

Contract Price, Phase 2 Services

Owner shall pay Design-Builder a sum for the Phase 2 services that is set forth in the mutually negotiated and accepted Contract Price Amendment subject to adjustments made in accordance with the General Conditions of Contract. The Phase 2 Services Contract Price may be a Guaranteed Maximum Price or a Lump Sum at the sole discretion of the City.

Work Product

Design-Builder shall own the Work Product. Upon termination of the Design-Build Contract for any reason by either party, the Owner shall have an absolute, irrevocable and unrestricted license to use the Work Product in any manner it chooses to complete the design and construction of the Project. Without regard to termination, the Owner shall have an absolute, irrevocable and unrestricted license to use the Work Product in any manner it chooses for the on-going operation of the Project.

Liability for Use of Work Product

Design-Builder, including Design Consultants of any tier, shall be liable for the Work Product to the extent of errors or omissions in the Work Product as determined based on the developmental stage of the Work Product at the time of transfer to the Owner and a standard of care ordinarily used by members of the subject profession, having experience with projects similar in scope and complexity and practicing in major United States urban areas. This limitation as to the Design-Builder’s liability for the Work Product will apply only to the
extent the Owner determines not to enter into the Contract Price Amendment or otherwise terminates this Design-Build Contract and is intended to recognize the Owner’s investment in the Work Product and to provide the Owner with a meaningful alternative for the design and construction of the Project in such circumstances, while recognizing that the Design-Builder will not have control over the use of the Work Product in such circumstances. The Design-Build Contract will provide that such limitation will have no applicability if the parties enter into the Contract Price Amendment and proceed to Phase 2. Further, Design-Builder shall be liable for failure of the Work Product to ultimately perform in a manner consistent with the Performance / Acceptance Standards set forth in the Owner’s Project Criteria.

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</thead>
<tbody>
<tr>
<td>14</td>
<td>Performance Warranty</td>
<td>The City may choose to require a Performance Warranty covering the hydraulic and treatment performance of the Project as specified in the Performance / Acceptance Standards set forth in the Owner’s Project Criteria. If the City elects to require a Performance Warranty it may extend for up to two years following successful completion of the Acceptance Testing. The City will work determine the need for such a Performance Warranty during Phase 1 of the Project; the general terms of such a warranty will be included in the draft Design-Build Contract.</td>
</tr>
<tr>
<td>15</td>
<td>Equipment and Materials Warranty</td>
<td>From the time of installation and continuing through the Performance Warranty period, the Design-Builder will be required to repair malfunctioning equipment or non-conforming elements of the Project improvements. Design-Builder will work with Owner to identify equipment warranty requirements including the need for any extended warranties. The Design-Builder is responsible for obtaining agreed-to equipment warranties and assigning them to the City. Equipment warranty periods start when a system is turned over to the City for operation (i.e., equipment warranties can start prior to Project Acceptance).</td>
</tr>
<tr>
<td>16</td>
<td>Design-Build Warranty</td>
<td>The Design-Builder will warranty the entire Project for 1 year following Acceptance.</td>
</tr>
<tr>
<td>17</td>
<td>Project Guarantee</td>
<td>Design-Builder shall guarantee the Project hydraulic and treatment performance. In the event Design-Builder does not have sufficient financial strength and assets, in the discretion of the Owner, for such a guarantee, a parent company guarantee will be required.</td>
</tr>
<tr>
<td>18</td>
<td>Substantial Completion</td>
<td>The date upon which the Project meets the required preconditions for Substantial Completion, including completion of startup and commissioning. Substantial Completion shall be a precondition to initiation of the Acceptance Test.</td>
</tr>
</tbody>
</table>
Acceptance Testing or the Acceptance Test is the test conducted following startup and commissioning to verify overall Project performance as demonstrated by meeting the City’s specified Performance / Acceptance Standards for effluent quality, hydraulic performance, and solids performance. The Acceptance Test will also be used to verify performance of certain unit processes and to demonstrate continuous, trouble-free operation as defined in the Owner’s Project Criteria. The Design-Builder is responsible for developing the Acceptance Test Plan, which the City must approve, and for conducting the Acceptance Test(s) consistent with the approved plan. It is expected that certain unit processes may be operated by City personnel during the Acceptance Test under the direction of the Design-Builder. The Design-Builder is responsible for the cost of Acceptance Testing except for City personnel costs.

The date upon which the Project meets the required preconditions for Final Completion, including but not limited to, the requirements for Substantial Completion, successful completion of the Acceptance Test, completion of all punch list items, and completion of all required Project documentation.

If the Contract Price Amendment establishes a GMP and the sum of the actual Cost of the Work, General Conditions Fee, and Design-Builder’s Fee is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference (“Savings”) shall be shared between the Owner and Design-Builder in percentages to be set forth in the draft Design-Build Contract included with the RFP.

Progress payments will be made within forty-five (45) days following Owner’s receipt of each properly submitted and accurate application for payment in accordance with the General Conditions of Contract.

Owner will retain five percent (5%) of the total amount payable on each progress payment as retainage.

Within thirty (30) days after Final Acceptance, Owner will release to Design-Builder all retained amounts, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work; and (b) all other amounts Owner is entitled to withhold pursuant to the General Conditions of Contract and as set forth in the notice of Final Acceptance.
Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Design Build Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner’s accountants shall be afforded access to, and the right to audit Design-Builder’s records. Any lump sum agreed to by the Owner and Design-Builder as part of this Agreement is not subject to audit.

Upon ten (10) days’ written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder (i) for all services performed and Work executed, (ii) the reasonable costs and expenses attributable to such termination, and (iii) overhead and profit in the amount of eight percent (8%) on the sum of items (i) and (ii) above.

See Insurance Exhibit.

(1) A performance bond in the amount of 100% of the contract amount conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof. Said bond shall be solely for the protection of the public body executing the contract.

(2) A payment bond in the amount of 100% of the contract amount, solely for the protection of persons supplying labor or materials, or renting, leasing, or otherwise supplying equipment to the contractor or his subcontractors in the prosecution of the work provided for in such contract.

The Design-Build Contract will require Delay Liquidated Damages for failure to meet milestone dates for Substantial Completion, Acceptance and Final Completion. Preliminary dates will be included in the draft Design-Build Contract included with the RFP.

Design-Builder will be liable for payment of regulatory fines and monetary penalties, however characterized, that are imposed by the EPA or IDEQ for failure of the Project to perform in compliance with Owner’s NPDES permit excepting fines and monetary penalties solely related to City’s operational errors or uncontrollable circumstances.

The total liability, in the aggregate, of Design-Builder and its subcontractors at all tiers, surety and their respective officers, directors, employees, and agents, and any of them, to Owner shall not exceed one hundred percent (100%) of the GP.
<p>| | | |</p>
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>Consequential Damages</td>
<td>Neither Design-Builder nor Owner shall be liable to the other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing. Provided, however, that Design-Builder shall be liable for regulatory fines and monetary penalties, however characterized, to the extent described above, which shall not be considered Consequential Damages.</td>
</tr>
<tr>
<td>33</td>
<td>Dispute Resolution</td>
<td>SRF funding requirements prohibit binding arbitration. Dispute resolution will require mediation as a condition precedent litigation.</td>
</tr>
<tr>
<td>34</td>
<td>Changes in the Law</td>
<td>Design-Builder is required to account for applicable changes in the law that occur during Phase 1 into its proposed GP, Contract Price Amendment, and Phase 2 schedule. Owner bears the risk of changes in the law that occur during Phase 2 provided that Design-Builder will be required to cooperate with Owner in mitigating the adverse impact of any change in the law.</td>
</tr>
<tr>
<td>35</td>
<td>Employment Opportunity</td>
<td>Design-Builder must include the following language in all contracts: The contractor shall not discriminate on the basis of race, color, natural origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.</td>
</tr>
<tr>
<td>36</td>
<td>Disadvantaged Business Enterprise</td>
<td>Design-Builder will be contractually obligated to make efforts to award subcontracts to Disadvantaged Business Enterprises (DBE), which includes Minority and Women-owned businesses (MBE/WBE), including notification in bid solicitation, documentation of such efforts and reporting.</td>
</tr>
<tr>
<td>37</td>
<td>SRF Funding</td>
<td>Design-Builder will assist Owner in complying with the state and federal, legal and contractual, requirements Owner’s loan agreement with the State of Idaho regarding use of the Water Pollution Control State Revolving Loan Fund including, without limitation, prevailing wage requirements, reporting, access to information and cooperation in audits.</td>
</tr>
<tr>
<td>38</td>
<td>Procurement</td>
<td>Design-Builder must comply with legal and regulatory procurement requirements including the 2014 Consolidated Appropriations Act, as amended, and its “American Iron and Steel Requirement.”</td>
</tr>
<tr>
<td>39</td>
<td>CWA</td>
<td>Comply with all substantive, reporting, audit, and record keeping requirements of the Clean Water Act.</td>
</tr>
<tr>
<td>40</td>
<td>Ineligible Subcontractors</td>
<td>Design-Builder, and intermediate tier subcontractors, shall comply with Executive Order 12549, 2 CFR 180 and 2 CFR 1532 prohibiting certain subcontracts, at any tier, with suspended or debarred entities.</td>
</tr>
<tr>
<td>---</td>
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<tr>
<td>41</td>
<td>Davis-Bacon Act Compliance</td>
<td>All laborers and mechanics employed by the Design-Builder and subcontractors shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality in accordance with the labor standards, including prevailing wage rates and instructions for reporting, as established by the United States Department of Labor (subchapter IV of Chapter 31 of title 40, United States Code). Design-Builder and all subcontractors at any tier must obtain wage determinations from the Department of Labor and comply with Department of Labor guidance and regulations implementing wage rate requirements. Wage determinations shall be finalized prior to final bid submissions. Specific requirements related to Davis Bacon compliance are included in Chapter 6, Form B, of the CWSRF Loan Handbook, located <a href="http://www.deq.idaho.gov/media/60179679/6-b-cw-0117.pdf">www.deq.idaho.gov/media/60179679/6-b-cw-0117.pdf</a></td>
</tr>
</tbody>
</table>
Attachment E: City of Nampa State Revolving Fund Loan Offer, Acceptance, and Agreement
January 17, 2019

Certified Mail No.: 7012 3050 0001 2127 4557
Return Receipt Required

The Honorable Debbie Kling
Mayor of the City of Nampa
411 3rd St. S.
Nampa, ID 83651

RE: Offer of Loan # WW1903

Dear Mayor Kling:

I am pleased to inform you that your application for a loan in the amount of $37,000,000 from the Clean Water State Revolving Fund has been accepted. The loan offer is enclosed. Please note that the enclosures include Davis Bacon wage provisions in Attachment B and C.

Attached is a set of wastewater system classification forms for your use in determining the future classification of your system. The updated system classification information is important and should be shared with your responsible charge operator and substitute responsible charge operator. Wastewater facility upgrades make it likely that the system classification will change or increase and that the associated responsible charge operator and substitute responsible charge operator licenses will also require upgrade. Should you have any questions regarding system classification, please contact Adam Bussan at (208) 373-0282.

Once this offer has been accepted by the City, please complete the project schedule (Attachment A) and sign the offer on page 12. A copy of the signed offer should be kept in the City’s files. The loan offer and Attachment A shall be returned to MaryAnna Peavey in this office at the address listed above, on or before 60 days from the date of this loan offer. Please pay close attention to the Special Conditions on page 7 of the loan offer.

If you have any questions regarding this loan offer, please contact MaryAnna Peavey at (208) 373-0122 or Gary Carroll in our Boise Regional Office at (208) 373-0177.

Sincerely,

Barry N. Burnell
Water Quality Division Administrator
Enclosures: Loan Offer, Attachments A & B, System Classification Information)

c: Gary Carroll, DEQ Boise Regional Office (w/o enclosures)
Matt Gregg, Brown & Caldwell, (mgregg@BrownCald.com)
Nate Runyan, City of Nampa, (runyan@cityofnampa.us)
John McDevitt, Skinner Fawcett LLP, (jmcdott@skinnerfawcett.com)
MaryAnna Peavey, DEQ State Office
Bill Hart, DEQ State Office
STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY
LOAN OFFER, ACCEPTANCE AND AGREEMENT
FOR WASTEWATER TREATMENT FACILITY
DESIGN AND CONSTRUCTION

SECTION I. INTRODUCTION

The State of Idaho (State) is authorized by Title 39, Chapter 36 (Act), Idaho Code, to make loans from the Wastewater Treatment Facility Loan Account (Account) to assist municipalities in the construction of wastewater treatment facilities. The Idaho Board of Environmental Quality, through the Department of Environmental Quality (Department), is authorized to administer the Act. The Department has determined that the City of Nampa (Borrower) has established eligibility for a loan under the terms of the Act and IDAPA 58.01.12, the Idaho Rules for Administration of Water Pollution Control Loans (the Rules).

The Borrower is a public entity created for the purposes, among other purposes, of operating and maintaining the wastewater treatment system located 340 West Railroad Street, Nampa, Idaho, 83687 and taking all necessary actions to ensure that the wastewater system meets all applicable laws. The Department hereby offers a loan to the Borrower according to the terms and conditions contained in this document and the Rules.

SECTION II. DESCRIPTION OF PROJECT

This loan agreement is for design and construction of the following project:

A. Loan Project Number: WW1903

B. Name and Address of Borrower: City of Nampa
   411 3rd Street South
   Nampa, Idaho 83651

C. Project Description: This loan is to make improvements to the treatment system which includes construction of tertiary filtration, UV disinfection, a fourth aeration basin, a fourth final clarifier, and other improvements in which will allow the system to meet Class A requirements. The improvements will also make necessary repairs to system to make sure that the effluent temperature meets compliance requirements.

D. Terms: $37,000,000 is the first installment of a $165,000,000 loan at 1.68% (interest of 0.68% and loan fee of 1.00%) to be repaid in biannual installments over 30 years for a total
A repayment obligation of $37,000,000.

E. Estimated Project Budget:

1. Administrative Costs $ 0
2. Engineering Fees $ 7,400,000
3. Construction $ 29,600,000
4. Total $ 37,000,000

SECTION III. GENERAL CONDITIONS

This offer may only be accepted by signature by an authorized representative of the Applicant. Upon acceptance by the Applicant, this offer shall become a loan agreement (Agreement) and the Applicant shall become a Borrower. By accepting this offer, the Borrower agrees to all terms and conditions set forth in this document and the Rules:

The Borrower agrees:

A. To not transfer, assign or pledge any beneficial interest in this Agreement to any other person or entity without the prior written consent of the Director of the Department of Environmental Quality (Director). To not enter into sale, lease or transfer of any of the property related to the Agreement. To not make any additional material encumbrances to the project without the prior written consent of the Director. To not incur any liabilities that would materially affect the funds pledged to repay this loan without the prior written consent of the Director. To not delegate legal responsibility for complying with the terms, conditions, and obligations of this Agreement without the prior written consent of the Director. Notwithstanding any other provision of this paragraph, the Borrower may sell or otherwise dispose of any of the works, plant, properties and facilities of the project or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the project, or no longer necessary, material or useful in such operation, without the prior written consent of the Director.

B. To enter into such contractual arrangements with third parties as it deems advisable to assist it in meeting its responsibilities under this Agreement.

C. To fulfill all declarations, assurances, representations and statements in the application and all other documents, amendments and communications filed with the Department, by the Borrower, in support of the request for this loan. Which application is attached hereto and incorporated by reference herein.
D. To comply with applicable State and Federal employment requirements including, but not limited to, Equal Employment Opportunity and Civil Rights requirements.

E. To make efforts to award subagreements to Disadvantaged Business Enterprises (DBE) which includes Minority and Women-owned businesses (MBE/WBE).
   a. The separate fair share goals for MBE and for WBE, will be in bid solicitations and documentation of efforts to obtain MBE/WBE participation will be required of any contractor who fails to attain the goals; and,
   b. Annual reports of MBE/WBE utilization will be prepared on forms supplied by the Department; and,
   c. Include the following language in all procurement contracts "The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

F. To provide the Department with documentation evidencing ownership of, and/or the right of access or easements for real property on which the project is proposed to be constructed. Clear title or legal right to access all real property necessary for the successful operation of the facilities shall be guaranteed by the Borrower for the useful life of the project, prior to commencement of construction. Land acquisitions shall only be reimbursed by DEQ if obtained from a willing seller.

G. That if prior to completion of this Agreement the project is damaged or destroyed, there will be no reduction in the amounts payable by the Borrower to the Department.

H. That in the event there is any default in the payment of either the principal amount, loan fee or the interest due under this Agreement, or any breach by the Borrower of any of the terms or conditions of this Agreement, the entire principal amount and whatever interest and fees are due to the date of payment may be declared due and immediately payable. The amount of such default shall bear the same interest and fee rate as applies to the principal of this loan for the date of default until the date of payment by the Borrower. All costs incurred by the Department due to such default, including court costs and attorney’s fees, shall be repaid by the Borrower to the Department.

I. That Borrower shall levy assessments and take those actions necessary to collect unpaid charges for services or assessments, including without limitation, seeking money judgments and filing and foreclosing on liens. Borrower agrees that, in the event Borrower fails to meet its obligations under this Agreement and the subsequent Bond to repay the Department, that the Department is entitled to seek specific performance of this Agreement to force the Borrower to take those actions necessary to collect unpaid charges for services or assessments in order to repay the Department. Nothing in this paragraph limits any other remedy available to the Department in the event the Borrower violates
this Agreement or the terms of the Bond.

J. That any waiver by the Department at any time of the rights or duties under this Agreement shall not be deemed a waiver of any subsequent or additional rights or duties under this Agreement.

K. That the use by the Department of any remedy specified in this Agreement for its enforcement is not exclusive and shall not deprive the Department of the right to seek any other appropriate legal or equitable remedy.

L. That this Agreement is binding upon the Borrower and the Department, and any person, office or entity succeeding the Borrower or the Department.

M. To comply with all applicable federal, state and local laws.

N. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.

O. The total loan funds disbursed per this Agreement are considered federal financial assistance per the Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996 (SAA), 31 U.S.C. §§7501-7507. (2000). If Borrower expends more than $750,000 of any federal funds in a fiscal year, Borrower shall conduct an audit in accordance with the SAA. In such case, Borrower shall provide the Department a copy of the SAA audit within nine (9) months of the end of the audit period per the SAA. Borrower recognizes that it is responsible for determining if the $750,000 threshold is reached and if a SAA audit is required. Additionally, Borrower shall inform the Department, in writing, of findings or recommendations pertaining to the State Revolving Fund contained in any SAA audits conducted by Borrower.

P. Comply with all federal requirements applicable to the Agreement (including those imposed by the 2014 Consolidated Appropriations Act (Public Law 113-76, Section 436) and related SRF Policy Guidelines) which includes requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Borrower has requested and obtained a waiver from Department pertaining to the Project or (ii) Department has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act (Section 1386 of Title 33), including any reports required by a Federal agency or Department such as information on costs and project progress.

The Borrower understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and/or state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the loan in advance of the maturity of the Bonds and/or other remedial actions.
Q. As per Executive Order 12549, 2 CFR 180 and 2 CFR 1532 the Borrower agrees to not enter into covered transactions with any contractors or subcontractors that have been suspended or debarred, and to include a similar term or condition in all lower tier covered contracts and transactions.

SECTION IV. PROJECT MANAGEMENT

The Borrower agrees to:

A. Require the prime engineering firm(s) and their principals retained for engineering services to carry professional liability indemnification to protect the public from the engineer’s negligent acts and errors of omission of a professional nature. The total aggregate of the engineer’s professional liability indemnification shall be at least one hundred thousand dollars ($100,000) or twice the amount of the engineer’s fee, whichever is greater. Professional liability indemnification must cover all services rendered for all phases of the project, whether or not those services are state funded, until the certification of project performance is accepted by the Department.

B. Comply with the Public Works Contractors License Act and the Public Contracts Bond Act, Title 54, Chapter 19, Idaho Code, including requiring the prime construction contractor retained for construction to carry performance and payment bonds equal to one hundred percent (100%) of the contract price. The bond will be released when the constructed facility is accepted by the Borrower.

C. Assure that contracts related to the project which provide for arbitration allow appeal of any resulting arbitration decision to a district court or allow the arbitration to be non-binding on both parties if either party desires not to use arbitration as a method of dispute settlement.

D. Jointly with an engineering consultant provide assurances that the physical and operational integrity of the works, when constructed, will achieve the level of treatment provided for in the design specifications.

E. Provide for the accumulation of funds through charges made for services, assessments on property owners or otherwise, for the purposes of (1) establishing a fund dedicated solely to the repayment of principal, interest and loan fee on this loan, (2) capital replacement and (3) future improvement, betterment, and extension of such works occasioned by increased usage on the facility.

F. Provide a plan and program for an equitable user charge system for payment of operation and maintenance of constructed facilities. Make available on an equitable basis the services of the project to the residents and commercial and industrial establishments of the area it was designed to serve. The user charge system shall be approved by the Department and enacted by the Borrower prior to receiving final payment.
G. Review and update the user charge system at least biennially during the life of this Agreement to assure that all costs including applicable debt retirement, operation and maintenance are offset by sufficient revenues.

H. Develop and adopt a sewer use ordinance prior to receiving final payment of State loan funds.

I. Provide an operation and maintenance manual for the system approved by the Department prior to receiving final payment of State loan funds.

J. Provide adequate staffing and qualified operation and maintenance personnel as specified in the operation and maintenance manual approved by the Department.

K. Assure that the operator in charge of the treatment facility has a licensure commensurate with the nature of the collection and treatment facility per the Wastewater Rules, IDAPA 58.01.16.

L. Assure that facility personnel shall participate in operator training programs approved by the Department and designed to assure competence in the operation and maintenance of the facility.

M. Commence satisfactory operation and maintenance of the sewage treatment facility on completion of the project in accordance with applicable provisions, rules of the Department and any other applicable law, rule or regulation and not discontinue operation or dispose of the treatment facility without the written approval of the Department.

N. Maintain project accounts in accordance with generally accepted accounting principles.

O. Certify whether or not the project is performing in accordance with the design performance standards after the project has been in operation for one year. If the project cannot meet these standards, the Borrower must submit a corrective action report and a schedule for bringing the project into compliance to the Department.

P. All laborers and mechanics employed by the prime construction contractor and subcontractors in the project using State Revolving Fund (SRF) loans shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality in accordance with the labor standards, including prevailing wage rates and instructions for reporting, as established by the United States Department of Labor (subchapter IV of Chapter 31 of title 40, United States Code). Borrower agrees that all procurement contracts must include as a term and condition that contractors and subcontractors must obtain wage determinations from the Department of Labor and comply with Department of Labor guidance and regulations implementing wage rate requirements applicable to SRF funds. Wage determinations shall be finalized prior to final bid submissions. Specific requirements related to Davis Bacon compliance are included in Chapter 6, Form

SECTION V. SPECIAL CONDITIONS

A. The Borrower shall complete the attached project schedule and submit to the Department for approval on or before 60 days from the date of this loan offer. No funds shall be disbursed per this Agreement until a project schedule has been approved by the Department. The Department approved project schedule shall be attached to this Agreement as Attachment A and incorporated by reference as if fully set forth herein. The Borrower shall complete the project in accordance with the approved project schedule.

B. All amendments to the project schedule must be approved by the project engineer in the Department’s Boise regional office, prior to becoming effective.

C. Manager direct and indirect environmental impacts from the project that are specified in the environmental determination.

D. Provide for continuing acceptance and treatment of local septage waste, if such facilities were constructed under this Agreement.

E. A technical memorandum shall be developed and submitted during the detailed design phase for each Green Project Reserve (GPR) component identified in the Letter of Interest. The memorandum shall fully detail the GPR justification according to the current EPA guidance for determining project eligibility and comparable to the examples provided on the Department’s website. Please review the following URLs for guidance:


F. If there is an existing capital replacement fund, City of Nampa shall continue the same or increased contribution until a new or updated capital budget and rate structure has been implemented. The new or updated capital budget shall include life-cycle (at least 30 years) replacement of short-term and intermediate-term capital items and be funded and supported by the new or updated capital improvement plan for the alternative selected in the Approved Planning Document. The User Charge System shall provide full-cost pricing for at least the life of the loan.

SECTION VI. SECURITY REQUIREMENTS

The Borrower agrees:

A. This loan will be evidenced and secured by a bond for $37,000,000 (thirty-seven million dollars). The bond will be issued upon project completion and incorporated by reference into this Agreement.
B. There will be a reserve fund equal to one year’s payment of principal, fees and interest on the loan established. The Borrower has ten years to establish the reserve, setting aside 10% (ten percent) of one year’s payment into the reserve fund each year.

SECTION VII. LOAN DISBURSEMENTS

The Borrower agrees:

A. This loan shall be used solely to aid in the financing of the Borrower’s project described in Section II.

B. Requests for actual disbursement of loan funds will be made by the Borrower using forms provided by the Department. Upon approval of the disbursement request by the Department loans funds shall be released to the Borrower.

C. The costs set forth in Section II have been determined by the Department to be eligible costs for funding. Some of the costs however, have been estimated, and the actual costs may differ from such estimated costs. A project review by the Department will determine final eligible costs for the project.

D. If the actual eligible cost of the project is determined by the Department to be lower than the estimated eligible cost, the loan amount will be reduced accordingly.

E. An increase in the loan amount as a result of an increase in eligible project costs shall be considered, provided funds are available. Documentation supporting the need for an increase must be submitted to the Department for approval prior to incurring any costs above the eligible cost ceiling.

F. Payment of the final five percent (5%) of this loan shall be withheld until the following requirements are met:

1. The Borrower's engineer certifies (a) that the project has been constructed according to plans and specifications previously approved by the Department, (b) an operations manual has been completed and (c) that the project is fully operational; and

2. The Department has inspected the project and verifies the engineer's certification.

G. Payment of the final ten percent (10%) of this loan shall be withheld until the following requirements are met:

1. The Special Conditions in Section V have been met; and

2. A responsible charge operator (RCO) has been designated who is licensed at or above
the classification level of the system. At such times as the RCO is not available, a substitute RCO shall be designated to replace the RCO, who is licensed at or above the classification level of the system.

H. This offer is subject to the existence of the offered sum of money in the Account at the time of payment. Should the offered sum of money not be available in the Account at the time of payment, the Department hereby agrees to pay the Borrower the offered sum of money on the basis of the Borrower's priority position immediately upon the accrual of said sum in the Account.

SECTION VIII. REPAYMENT TERMS AND SCHEDULE

The Borrower agrees:

A. This loan shall be repaid in the manner set forth in the bond, which shall be attached to this Agreement and incorporated by reference. The payment terms of the bond shall be consistent with this Agreement.

B. To pay biannual payments of principal, fees and interest and to fully amortize this loan not later than thirty (30) years from project completion. Interest will begin accruing with the first disbursement of funds. At the time of closing, accrued interest will be either paid to the Department or incorporated into the final loan amount if the approved amount has not been exceeded.

C. At the time of closing, the Department may elect to impose a loan fee (not to exceed 1%) pursuant to the Rules. If a loan fee is imposed, the loan interest rate will be reduced by the amount of the loan fee. The loan fee will be assessed against the final loan balance, which shall include the entire principal balance and may include capitalized interest. Any loan fee shall be due and payable concurrently with scheduled loan principal and interest repayments over the repayment period.

D. This Agreement shall remain in full force and effect until all loan proceeds, including principal, interest and loan fee, have been paid in full or the Agreement is otherwise suspended or terminated by the Department.

SECTION IX. PROHIBITIONS

The Borrower agrees:

Expansion of collection systems in excess of reserve capacity of the treatment works will be prohibited unless prior to expansion, provisions for adequate treatment are provided in writing by the Borrower to the Department and approved by the Department.
SECTION X. SUSPENSION OR TERMINATION OF LOAN AGREEMENT

A. The Director may suspend or terminate this Agreement prior to final disbursement for failure of the loan recipient or its agents, including engineering firm(s), contractor(s), or subcontractor(s) to perform. This Agreement may be suspended or terminated for good cause including, but not limited to, the following:

1. Commission of fraud, embezzlement, theft, forgery, bribery, misrepresentation, conversion, malpractice, misconduct, malfeasance, misfeasance, falsification or unlawful destruction of records, receipt of stolen property or any form of tortious conduct; or

2. Commission of any crime for which the maximum sentence includes the possibility of one (1) or more years imprisonment or any crime involving or affecting the project; or

3. Violation(s) of any term of this Agreement; or

4. Any willful or serious failure to perform within the scope of the project, plan of operation and project schedule, terms of engineering subagreements, or contracts for construction; or

5. Utilizing a contractor or subcontractor who has been suspended or debarred by order of any federal or state agency from working on public work projects funded by that agency.

B. The Director will notify the Borrower in writing and by certified mail of the intent to suspend or terminate this Agreement. The notice of intent shall state:

1. Specific acts or omissions which form the basis for suspension or termination; and

2. Availability of a contested case hearing before the Board of Environmental Quality conducted as provided for in the Rules of Administrative Procedure Before the Board of Environmental Quality, IDAPA 58.01.23.

C. If the Borrower does not initiate a contested case hearing before the Board by filing a petition within the time period specified by the Rules of Administrative Procedure Before the Board of Environmental Quality, IDAPA 58.01.23., the Department may thereafter terminate or suspend the Agreement by written notice to the Borrower. If the Borrower initiates a contested case, the termination or suspension shall be determined by the Board.

D. The Borrower shall perform no work under the Agreement after receiving a notice of intent to suspend or terminate until all administrative proceedings and appeals therefrom are final or the Department reinstates the Agreement or it is terminated as provided herein.
E. Upon written request by the Borrower with evidence that the cause(s) for suspension no longer exists, the Director may, if funds are available, reinstate the Agreement. If a suspended Agreement is not reinstated, the loan will be amortized and a repayment schedule prepared in accordance with the provisions of this Agreement.

F. No terminated loan shall be reinstated. Terminated loans will be amortized and a repayment schedule prepared in accordance with the provisions of this Agreement. If the loan is terminated prior to final disbursement, the Borrower shall immediately pay back to the Department all disbursed funds and accrued interest.

SECTION XI. ACCESS AND INDEMNIFICATION

The Borrower agrees to:

A. Provide the Director, or his/her authorized agents, and the U.S. Environmental Protection Agency, access to all files, records, accountings and books relating to the management and accountability of this loan.

B. Indemnify and hold harmless the State of Idaho, its agents and its employees from any and all claims, actions, damages, liabilities and expenses directly or indirectly connected to the Borrower or its agents, employees, contractors, or assignees actions related to the location, design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project.
SECTION XII. OFFER

The offer set forth herein must be accepted, if at all, on or before 60 days from the date of this loan offer. An acceptance must be accompanied by a resolution of the Applicant’s governing body authorizing the signator to sign on the Applicant’s behalf for the purpose of this agreement.

Dated ______, 2019

John H. Tippets
Director
Department of Environmental Quality

SECTION XIII. ACCEPTANCE

The City of Nampa, by and through its undersigned representative(s), accepts the foregoing offer and agrees to discharge all obligations and to comply with all terms and conditions contained herein.

______________________________
Signature of Representative

______________________________
Name and Title of Representative - type or print

______________________________
Date
Pursuant to Section V, Special Conditions of the loan agreement (Agreement) between the State of Idaho, Department of Environmental Quality (Department) and the City of Nampa (Borrower), Loan Project Number: WW1903. This loan is to make improvements to the treatment system which includes construction of tertiary filtration, UV disinfection, a fourth aeration basin, a fourth final clarifier, and other improvements in which will allow the system to meet Class A requirements. The improvements will also make necessary prepares to system to make sure that the effluent temperature meets compliance requirements. The Borrower agrees to complete the project in accordance with the following schedule:

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<th>Number of Months from Loan Acceptance</th>
<th>Task</th>
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<td>10% Design Review</td>
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<td>50% Design Review</td>
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<td>90% Design Review</td>
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<td>Final Plans, Specifications and Bidding Documents</td>
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<td>Bid Summary</td>
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<td>Award Construction Contract</td>
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<td>Project Management Conference.</td>
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<td>Plan of Operation Amendment</td>
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<td>Draft Operation &amp; Maintenance (O&amp;M) Manual</td>
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<td>Staffing Plan</td>
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<td>Construction Completion</td>
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<td>User Charge System Enacted</td>
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<td>Sewer Use Ordinance Enacted</td>
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<td>Final O&amp;M Manual</td>
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<td>Final Inspection</td>
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<td>Review of Updated Wastewater System Classification Forms</td>
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<td>Verify Appropriate Operator Licensure</td>
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<td>Initiate Operation</td>
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<td>Final Payment</td>
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Project schedule approved by:

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<thead>
<tr>
<th>Signature of Borrower Representative</th>
<th>Signature of Department Representative</th>
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<tr>
<td>Printed Name of Borrower Representative</td>
<td>Printed Name of Department Representative</td>
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<tr>
<td>Date of Approval</td>
<td>Date of Approval</td>
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City of Nampa  WW1903  Attachment A
Attachment C

Davis Bacon Compliance Requirements for Borrowers

Compliance with this Attachment to the Loan Offer will be monitored as part of the DEQ Project Officer’s disbursement approval process, and during interim and final inspections.

1. Request Additional “Trade” Classifications and Wage Rates

If the work classification(s) needed does not appear on a federal wage decision, borrowers will need to request an additional classification and wage rate. It is recommended the process be started early during the preconstruction conference. The borrower and prime contractor for the project should identify the classification needed and recommend a wage rate through the Department of Environmental Quality (DEQ).

Requests can be approved if:
- The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision, another Electrician classification and rate cannot be requested.)
- The proposed wage rate, including bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- If the contractor and laborers and mechanics to be employed in the classification (if known), and the borrower agree on the classification and wage rate (including fringe where appropriate).

Requests must be made in writing through the borrower, including a completed Conformance Request SF 1444 Form (Attachment 8-A). The request should identify the work classification that is missing and recommend a wage rate for the classification. Also include any pertinent documents that may be helpful (if requesting paying the state prevailing wage rate, include the state wage decision). Send the packet to DEQ for review and submission to the U.S. Department of Labor (DOL) for approval. DOL’s response will be forwarded to the borrower.

If the request is denied, the borrower will be notified what classification and rate should be used. Requesting additional classification does not hold up the payroll process. It may however result in correcting underpayments if DOL is not in agreement with the request.

2. Conduct Payroll Reviews

The Federal Copeland Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions such as payroll taxes, deductions the worker authorizes in writing, or those provided by court order. The Act also requires contractors to maintain payroll records and submit weekly certified payroll and statement of compliance to the borrower certifying wages paid and deductions made. The appropriate wage rates are those determined pursuant to the federal Davis-Bacon related acts by the Federal Department of Labor. Further, if the rate is not shown in the Davis-Bacon related acts, an additional classification must be obtained from the U.S. Department of Labor through DEQ.
• Borrowers must also review payrolls to determine if workers on the construction project have received appropriate rates of overtime compensation. The Contract Work Hours and Safety Act requires that laborers and mechanics receive overtime compensation at a rate of not less than one and one-half times their regular hourly wage after they have worked 40 hours in one week on DWSRF funded projects.

Weekly payroll records must be reviewed by the borrower for the following:
• Payrolls were submitted on time
• Forms were filled out completely including on the initial payroll, the name, identifying number, address, and job classification for each employee.
• All self-employed owners, who have no employees, are designated as an employee and are reported on the certified payroll of the General contractor (or subcontractor if hired by them). Fill out the form the same as for employees and enter “self-employed” and contracting license number where the payroll asks for deductions.
• If the owner of the company has employees and performs work on the project covered by Davis-Bacon wage decisions, the owner is listed as an employee on the certified payroll he submits for his employees. Fill out the form the same as for employees and enter “self-employed, owner or owner/operator”.
• The wages and fringes listed on the certified payroll for each job classification agree with those identified on the statement of intent to pay prevailing wages.
• The payrolls include all the classifications being utilized even if not listed on the statement of intent to pay prevailing wages.
• Payrolls only include permissible deductions.
• When fringe benefits are being paid into a benefit plan, block 4(a) on the back of the certified payroll form must be checked.
• Apprentices or trainees listed on the certified payroll are working under approved apprenticeship and training agreements. Copies of those certifications should be included with payrolls.
• The payroll form is signed.

3. Conduct On-Site Reviews
The borrower, or its representative, must provide for visits to the construction site to determine that:
• Wage determinations are posted at the job site.
• Employees are working within the proper job classification.

4. Conduct Employee Interviews
If there is reason to suspect contractor noncompliance: The borrower or its representative (not the prime contractor, or subcontractors) must conduct employee interviews with at least one employee in each trade to determine the following:
• Employees are being paid the amounts/rates stated on the payrolls
• Employees are being properly compensated for overtime hours
- Employees are receiving their full wages and fringe benefits and are not being subjected to coercion or kickback tactics by the contractor or subcontractors.
- Contractors and subcontractors are using and paying apprentices and trainees appropriately.

5. Submit First Week Labor Standards (21 Day Labor Packet)
For each prime and subcontractor performing work on-site during the first week of construction, the borrower must provide a copy of the following documents to the DEQ regional office in charge of day-to-day project oversight, within 21 days after the contractors start construction on the project.
- Certified Payroll for the first week pay period
- Employee interview forms for the first week (if there is a reasonable doubt that any contractor is not fully complying with DB prevailing wages)

The purpose for submitting the above information to DEQ is to assure that any underpayments are detected early and appropriate corrections made early while easy to implement. The **first week labor standards (21 day) packet must be provided to DEQ and any underpayments resolved before DEQ will pay the construction reimbursement request.** If underpayments are discovered, DEQ will notify the borrower to work with the prime contractor to have restitution made and a corrected certified payroll submitted to DEQ for approval.

6. Resolve Overtime Violations
If the prime contractor or subcontractors do not compensate a worker appropriately for overtime, the borrower needs to notify DEQ and work with the prime contractor to resolve the overtime violations.
- If the violation is less than $10 per worker, the violation does not have to be reported.
- If the violation is $10 or more per worker, the prime contractor must make payment or assure payments are made by subcontractors and submit a corrected certified payroll and a copy of the check to the worker, and send it to the borrower. Any time the violation is $10 to $999, the borrower must notify DEQ in writing. If the violation is $1,000 or more, the borrower must submit a Labor Standards Enforcement Report to DEQ who will coordinate the violation with the Department of Labor or EPA (contact DEQ for assistance in filing this report).

7. Resolve Other Underpayments
If a mathematical error, misclassifications, or other error that results in the underpayment of wage or fringe benefits occurs, the prime contractor or subcontractor must make restitution and submit a corrected certified payroll and a copy of the check showing the underpayment made to the worker, to the borrower.

8. Conduct Technical Inspections
During construction, the borrower is responsible for monitoring contractor/subcontractor progress and compliance with technical requirements of the project. Typically, this monitoring process is the responsibility of the consulting project engineer; however, the borrower may wish to designate someone locally with oversight responsibility. The purpose of the technical
monitoring process is to ensure that the project is constructed as planned, within budget and estimated timeframes, and within specified quality and quantity standards.

9. **Maintain Project Records**
The borrower is required to maintain project records that document all financial, monitoring and inspection transactions, and progress reviews that occur during the life of the project. Borrowers must maintain copies of weekly certified payrolls and any corrected certified payrolls, copies of correspondence and resolution of overtime violations, and copies of employee interviews in the project files for the life of the loan as defined by the contract.
Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients’ compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients’ compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Idaho DEQ’s Tim Wendland at tim.wendland@deq.idaho.gov or at 208-373-0439. The recipient or subrecipient may also obtain additional guidance from U.S. Department of Labor’s (DOL) web site at http://www.dol.gov/whd/

1. Applicability of the DB prevailing wage requirements.

Under the FY 2013 prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The
Attachment B

Subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient’s contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL’s wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient’s contractor must be compensated for any increases in wages resulting from the use of DOL’s revised wage determination.


(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:
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(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DB Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the DB poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the DOL’s web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, DOL, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the...
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State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the DB Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the DOL, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to DB prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the DB Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a
plan or program described in section 1(b)(2)(B) of the DB Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be included under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the OL for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.
(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage.
determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the DB and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the DOL set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the DOL, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).


(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the DOL, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives.
5. Compliance Verification

(a) If there is a reasonable doubt that any contractor is not fully complying with DB prevailing wages, the subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor’s submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the DOL or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/contacts/whd/america2.htm.
Name of System: ________________________________

Legal Owner of Treatment System ________________________________

System Address: ________________________________________________

City: __________________ State: _______ Zip Code: ________________

Contact Person: __________________ Title: _________________________

Business Phone Number: (____) __________ Email ________________

Treatment System - Design Flow/Actual Flow _______ / _______

(MGD)  (MGD)

Treatment Plant Classification Worksheet is (Check one):

☐ Initial System Rating  ☐ System Upgrade  ☐ Standard 5 Year Rating

Date of last system classification rating (if applicable) ______

☐ Attach a flow schematic or hydraulic flow diagram of the treatment facility to this treatment plant classification worksheet when submitting to DEQ.

Instructions:

Use this rating form for all types of public wastewater treatment plants, facilities, or systems that treat domestic and/or industrial wastewater including, but not limited to traditional biological and mechanical treatment processes, large soil absorption systems, community drainfields, and wastewater lagoon systems. Fill out ONE form for the wastewater treatment facility including all sequential, parallel or multiple treatment processes for both effluent and solids that provide treatment of all wastewater introduced into the system.

How to Assign Points:

Evaluate each item listed in the table below and place the specified point value next to each item selected. Each unit process should have points assigned only once. Add the total number of points selected to determine the class of the treatment system.

Definitions describing all configurations, names, and/or reasons why rating points are or are not assigned to a particular item are provided for those items with a small D-number behind the item, i.e. D-1. Check the definition if unsure whether a particular treatment plant process qualifies for the point value shown.

Treatment facilities will be classified as VSWW, Class I, Class II, Class III or Class IV with IV being the largest and most complex. Mail the completed, signed form to the Department of Environmental Quality 1410 N. Hilton, Boise, ID 83706 Attention: Mike May. Keep a photocopy of the original form for your files.

<table>
<thead>
<tr>
<th>Item</th>
<th>Points</th>
<th>Your System</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Size (2 to 20 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Connections (for information only)</td>
<td>(not scored)</td>
<td></td>
</tr>
<tr>
<td>Maximum population served, peak day (1 point minimum to 10 point maximum)</td>
<td>1 point/10,000 or part</td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Points</td>
<td>Your System</td>
</tr>
<tr>
<td>---------------------------------------------------------------------</td>
<td>-----------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Design flow (average/day) or peak months (average/day) Whichever is larger (1 point min to 10 point max)</td>
<td>1 point/MGD or part</td>
<td></td>
</tr>
<tr>
<td><strong>Variation in Raw Waste (0 to 6 points)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Variations do not exceed those normally or typically expected</td>
<td>0 points</td>
<td></td>
</tr>
<tr>
<td>Recurring deviations/excessive variations of 100% to 200% in strength/flow</td>
<td>2 points</td>
<td></td>
</tr>
<tr>
<td>Recurring deviations/excessive variations of more than 200% in strength/flow</td>
<td>4 points</td>
<td></td>
</tr>
<tr>
<td>Raw wastes subject to toxic waste discharges</td>
<td>6 points</td>
<td></td>
</tr>
<tr>
<td>Impact of septage of truck-hauled waste (0 to 4 points)</td>
<td>0-4 points</td>
<td></td>
</tr>
<tr>
<td><strong>Preliminary Treatment Process</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plant pumping of main flow</td>
<td>3 points</td>
<td></td>
</tr>
<tr>
<td>Screening, comminution</td>
<td>3 points</td>
<td></td>
</tr>
<tr>
<td>Grit removal</td>
<td>3 points</td>
<td></td>
</tr>
<tr>
<td>Equalization</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td><strong>Primary Treatment Process</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Primary clarifiers</td>
<td>5 points</td>
<td></td>
</tr>
<tr>
<td>Imhoff tanks, septic tanks, or similar (combined sedimentation/digestion)</td>
<td>5 points</td>
<td></td>
</tr>
<tr>
<td><strong>Secondary Treatment Process</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed-film reactor</td>
<td>10 points</td>
<td></td>
</tr>
<tr>
<td>Activated sludge</td>
<td>15 points</td>
<td></td>
</tr>
<tr>
<td>Stabilization ponds or lagoon without aeration</td>
<td>5 points</td>
<td></td>
</tr>
<tr>
<td>Stabilization ponds or lagoon with aeration</td>
<td>8 points</td>
<td></td>
</tr>
<tr>
<td>Membrane Biological Reactor (MBR) – Basic MBR which combines activated sludge (minus secondary clarification) and membrane filtration</td>
<td>15 points</td>
<td></td>
</tr>
<tr>
<td><strong>Tertiary Treatment Process</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Polishing ponds for advanced waste treatment</td>
<td>2 points</td>
<td></td>
</tr>
<tr>
<td>Chemical/physical advanced waste treatment w/o secondary</td>
<td>15 points</td>
<td></td>
</tr>
<tr>
<td>Chemical/physical advanced waste treatment following secondary</td>
<td>10 points</td>
<td></td>
</tr>
<tr>
<td>Biological or chemical/biological advanced waste treatment</td>
<td>12 points</td>
<td></td>
</tr>
<tr>
<td>Nitrification by designed extended aeration only</td>
<td>2 points</td>
<td></td>
</tr>
<tr>
<td>Ion exchange for advanced waste treatment</td>
<td>10 points</td>
<td></td>
</tr>
<tr>
<td>Reverse osmosis, electrodialysis and other membrane filtration techniques for advanced waste treatment</td>
<td>15 points</td>
<td></td>
</tr>
<tr>
<td>Advanced waste treatment chemical recovery, carbon regeneration</td>
<td>4 points</td>
<td></td>
</tr>
<tr>
<td>Media filtration (removal of solids by sand or other media)</td>
<td>5 points</td>
<td></td>
</tr>
<tr>
<td><strong>Additional Treatment Processes</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chemical additions (2 points each for a max of 6 points)</td>
<td>0-6 points</td>
<td></td>
</tr>
<tr>
<td>Dissolved air floatation (for other than sludge thickening)</td>
<td>8 points</td>
<td></td>
</tr>
<tr>
<td>Intermittent sand filter</td>
<td>2 points</td>
<td></td>
</tr>
<tr>
<td>Recirculating intermittent sand filter</td>
<td>3 points</td>
<td></td>
</tr>
<tr>
<td>Microscreens</td>
<td>5 points</td>
<td></td>
</tr>
<tr>
<td>Generation of oxygen</td>
<td>5 points</td>
<td></td>
</tr>
<tr>
<td><strong>Solids Handling</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solids stabilization (used to reduce pathogens, volatile organic chemicals &amp; solvents)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Points</td>
<td>Your System</td>
</tr>
<tr>
<td>---------------------------------------------------------------------</td>
<td>--------</td>
<td>-------------</td>
</tr>
<tr>
<td>odors include lime or similar treatment and thermal conditioning</td>
<td>5 points</td>
<td></td>
</tr>
<tr>
<td>Gravity thickening</td>
<td>2 points</td>
<td></td>
</tr>
<tr>
<td>Mechanical dewatering of solids</td>
<td>8 points</td>
<td></td>
</tr>
<tr>
<td>Anaerobic digestion of solids</td>
<td>10 points</td>
<td></td>
</tr>
<tr>
<td>Aerobic digestion of solids</td>
<td>6 points</td>
<td></td>
</tr>
<tr>
<td>Evaporative sludge drying</td>
<td>2 points</td>
<td></td>
</tr>
<tr>
<td>Solids reduction (including incineration, wet oxidation)</td>
<td>12 points</td>
<td></td>
</tr>
<tr>
<td>On-site landfill for solids</td>
<td>2 points</td>
<td></td>
</tr>
<tr>
<td>Solids composting</td>
<td>10 points</td>
<td></td>
</tr>
<tr>
<td>Land application of biosolids by contractor</td>
<td>2 points</td>
<td></td>
</tr>
<tr>
<td>Land application of biosolids by facility operator in responsible charge</td>
<td>10 points</td>
<td></td>
</tr>
<tr>
<td><strong>Disinfection (0 to 10 points maximum)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No disinfection</td>
<td>0 points</td>
<td></td>
</tr>
<tr>
<td>Chlorination (including chlorine dioxide or chloramines) or ultraviolet irradiation</td>
<td>5 points</td>
<td></td>
</tr>
<tr>
<td>Ozonation</td>
<td>10 points</td>
<td></td>
</tr>
<tr>
<td><strong>Effluent Discharge (0 to 10 points maximum)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No discharge</td>
<td>0 points</td>
<td></td>
</tr>
<tr>
<td>Discharge to surface water receiving stream</td>
<td>0 points</td>
<td></td>
</tr>
<tr>
<td>Mechanical post aeration</td>
<td>2 points</td>
<td></td>
</tr>
<tr>
<td>Land treatment with surface disposal or land treatment with subsurface disposal</td>
<td>4 points</td>
<td></td>
</tr>
<tr>
<td>Direct recycle and reuse</td>
<td>6 points</td>
<td></td>
</tr>
<tr>
<td><strong>Instrumentation (0 to 6 point maximum)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SCADA or similar instrumentation systems to provide data with no process operation</td>
<td>0 points</td>
<td></td>
</tr>
<tr>
<td>SCADA or similar instrumentation systems to provide data with limited process operation</td>
<td>2 points</td>
<td></td>
</tr>
<tr>
<td>SCADA or similar instrumentation systems to provide data with moderate process operation</td>
<td>4 points</td>
<td></td>
</tr>
<tr>
<td>SCADA or similar instrumentation systems to provide data with extensive or total process operation</td>
<td>6 points</td>
<td></td>
</tr>
<tr>
<td><strong>Laboratory Control (0 to 15 point maximum)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lab work done outside the treatment plant</td>
<td>0 points</td>
<td></td>
</tr>
<tr>
<td>Membrane filter procedures</td>
<td>3 points</td>
<td></td>
</tr>
<tr>
<td>Use of fermentation tubes or any dilution method; fecal coliform determination</td>
<td>5 points</td>
<td></td>
</tr>
<tr>
<td><strong>Chemical/Physical Laboratory Control (0 to 10 point maximum)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lab work done outside the treatment plant</td>
<td>0 points</td>
<td></td>
</tr>
<tr>
<td>Push-button or visual (colorimetric) methods for simple tests such as pH, settleable solids</td>
<td>3 points</td>
<td></td>
</tr>
<tr>
<td>Additional procedures such as DO, COD, BOD, gas analysis, titrations, solids, volatile content</td>
<td>5 points</td>
<td></td>
</tr>
<tr>
<td>More advanced determinations such as specific constituents; nutrients, total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Wastewater Treatment Plant Rating Form 7/1/2010

<table>
<thead>
<tr>
<th>Item</th>
<th>Points</th>
<th>Your System</th>
</tr>
</thead>
<tbody>
<tr>
<td>oils, phenols</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>Highly sophisticated instrumentation such as atomic absorption, gas</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>chromatography</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL POINTS FOR YOUR SYSTEM**

<table>
<thead>
<tr>
<th>System Classification Key</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>VSWWS**</td>
<td>Class II</td>
</tr>
<tr>
<td>Class I</td>
<td>Class III</td>
</tr>
<tr>
<td>30 points or less</td>
<td>56 to 75 points</td>
</tr>
<tr>
<td>Class IV</td>
<td>76 points or greater</td>
</tr>
</tbody>
</table>

**YOUR SYSTEM CLASSIFICATION**

- VSWWS, I, II, III, IV

(Circle one)

---

**Footnote 1**  The key concept is frequency and/or intensity of deviation or excessive variation from normal or typical fluctuations; such deviation can be in terms of strength, toxicity, shock loads, I/I, with points from 0-6.

**Footnote 2**  The key concept is to credit laboratory analyses done on-site by plant personnel under the direction of the operator in direct responsible charge with points from 0-15.

**Footnote 2**  The Very Small Wastewater System Classification is applicable to a system comprised of one of the following wastewater treatment processes: aerated lagoon (s); non-aerated lagoon(s); primary treatment; or LSAS.

---

**Wastewater Treatment Definitions**

**D-1. Activated Sludge** - Wastewater treatment by aeration of suspended organisms followed by secondary clarification, including extended aeration, oxidation ditches, Intermittent Cycle Extended Aeration system (ICEAS), and other similar processes. A sequencing batch reactor with the purpose of providing this form of treatment would be rated under this category.

**D-2. Biological or chemical/biological advanced waste treatment** - The advanced treatment of wastewater for nutrient removal including nitrification, denitrification, or phosphorus removal utilizing biological or chemical processes or a combination. If the facility is designed to nitrify based solely on detention time in an extended aeration system, only the points for nitrification by designed extended aeration should be given.

**D-3. Chemical addition** - The addition of a chemical to wastewater at an application point for the purposes of adjusting pH or alkalinity, improving solids removal, dechlorinating, removing odors, providing nutrients, or otherwise enhancing treatment, excluding chlorination for disinfection of effluent and the addition of enzymes or any process included in the Tertiary Chemical/Physical Processes. The capability to add a chemical at different application points for the same purpose should be rated as one application; the capability to add a chemical(s) to dual units should be rated as one application; and the capability to add a chemical at different application points for different purposes should be rated as separate applications.

**D-4. Chemical/physical advanced treatment following secondary** - The use of chemical or physical advanced treatment processes following (or in conjunction with) a secondary treatment process. This would include processes such as carbon adsorption, air stripping, chemical coagulation, and precipitation, etc.

**D-5. Chemical/physical advanced treatment without secondary** - The use of chemical or physical advanced treatment processes without the use of a secondary treatment process. This would include processes such as carbon adsorption, air stripping, chemical coagulation, precipitation, etc.

**D-6. Discharge to Receiving Water** - Treatment processes present at the facility are designed to achieve NPDES permit limitations that have already factored in the sensitivity of the receiving stream. Consequently, no additional points are assigned to rate the receiving stream separately from the facility treatment processes.
D-7. **Fixed-film reactor** - Biofiltration by trickling filters or rotating biological contactors followed by secondary clarification.

D-8. **Imhoff tanks (or similar)** - Imhoff tanks, septic tanks, spirogester, clarigester, or other single unit for combined sedimentation and digestion.

D-9. **Land application of biosolids by contractor** - The land application or beneficial reuse of biosolids by a contractor outside of the control of the operator in direct responsible charge of the wastewater treatment facility.

D-10. **Land treatment and disposal (surface or subsurface)** - The ultimate treatment and disposal of the effluent onto the surface of the ground by rapid infiltration or rotary distributor or by spray irrigation. Subsurface treatment and disposal would be accomplished by infiltration gallery, injection, or gravity or pressurized drain field.

D-11. **Mechanical dewatering** - The removal of water from sludge by any of the following processes and including the addition of polymers in any of the following: vacuum filtration; frame, belt, or plate filter presses; centrifuge; or dissolved air floatation.

D-12. **Mechanical post-aeration** - The introduction of air into the effluent by mechanical means such as diffused or mechanical aeration. Cascade aeration would not be assigned points.

D-13. **Media Filtration** - The advanced treatment of wastewater for removal of solids by sand or other media or mixed media filtration.

D-14. **Solids composting** - The biological decomposition process producing carbon dioxide, water, and heat. Typical methods are windrow, forced air-static pile, and mechanical.

D-15. **Solids stabilization** - The processes to oxidize or reduce the organic matter in the sludge to a more stable form. These processes reduce pathogens or reduce the volatile organic chemicals and thereby reduce the potential for odor. These processes would include lime (or similar) treatment and thermal conditioning. Other stabilization processes such as aerobic or anaerobic digestion and composting are listed individually.

D-16. **Wastewater Treatment Facility**. Any physical facility or land area for the purpose of collecting, treating, neutralizing or stabilizing pollutants including treatment plants, the necessary intercepting, outfall and outlet sewers, pumping stations integral to such plants or sewers, equipment and furnishing thereof and their appurtenances. A treatment facility may also be known as a treatment system, waste treatment system, waste treatment facility, or waste treatment plant (IDAPA 58.01.16.010).

D-17. **Membrane Biological Reactor (MBR) Point Factoring** - The points assigned to the basic MBR unit does not include points for any additional treatment processes such as phosphorus removal, nitrification, denitrification, land application, rapid infiltration basins, lagoons, etc. Points must be assigned separately to each additional treatment process beyond the basic MBR unit. Additional treatment processes may vary on a case-by-case basis.
### IDAHO PUBLIC WASTEWATER COLLECTION SYSTEM CLASSIFICATION WORKSHEET

Name of System: ____________________________

Legal Owner of Treatment System: ____________________________

System Address: ____________________________

City: ___________________ State: ___________ Zip Code: ___________

Contact Person: ____________________________ Title: ____________________________

Business Phone Number: (___) ___________ Email: ____________________________

Collection System Classification Worksheet is (check one):

- [ ] Initial System Rating
- [ ] System Upgrade
- [ ] Standard 5 yr Rating

Date of last system classification rating (if applicable) ___________

Collection System - Design Flow /Actual Flow _______ / _______

<table>
<thead>
<tr>
<th>Item</th>
<th>Points</th>
<th>Your System</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>System Size (Minimum 3 points)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miles of Line</td>
<td>1 point/10 miles or part</td>
<td></td>
</tr>
<tr>
<td>Number of Connections = _______</td>
<td>1 point /250 or part</td>
<td></td>
</tr>
<tr>
<td>(Use Connection Equivalencies)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Manholes = _______</td>
<td>1 point/150 or part</td>
<td></td>
</tr>
<tr>
<td>Lift Stations</td>
<td>1 point/each</td>
<td></td>
</tr>
<tr>
<td>Miles of Force Mains</td>
<td>1 point/mile or part</td>
<td></td>
</tr>
</tbody>
</table>

**Odor Abatement**

- Chemical Feed System: 2 points
- Air Entrainment System: 2 points
- Bio-filter System: 2 points

**Maintenance Management System**

- Manual Maintenance Management System: 3 points
- Manual Mapping System: 3 points
- Computerized Maintenance Management System: 5 points
- Computerized Mapping System: 5 points
- Alarm or SCADA System for Lift Stations: 5 points

**TOTAL POINTS FOR YOUR SYSTEM**

### System Classification Key

<table>
<thead>
<tr>
<th>Class</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class I</td>
<td>0-30 points</td>
</tr>
<tr>
<td>Class II</td>
<td>31-55 points</td>
</tr>
<tr>
<td>Class III</td>
<td>56-75 points</td>
</tr>
<tr>
<td>Class IV</td>
<td>76 or greater points</td>
</tr>
</tbody>
</table>

**YOUR SYSTEM CLASSIFICATION**

- **VSWWS, I, II, III, IV (Circle one)**

---

The Very Small Wastewater System Classification is applicable to a system that serves 500 connections with a system size of six points or less.

Signature of Legal Owner or Owner’s Representative: ____________________________ Date: ___________

Mail form to: Department of Environmental Quality, 1410 N. Hilton, Boise, Idaho 83706, Attn: Mike May

Collection Classification Worksheet 7/1/2010
Attachment F: Owner’s Preliminary Insurance Requirements
OWNER’S PRELIMINARY INSURANCE REQUIREMENTS

(City to provide via addenda.)
City of Nampa (hereafter “permittee”) is hereby authorized to construct, install, and operate a reuse facility in accordance with (1) this permit; (2) IDAPA 58.01.17 “Recycled Water Rules”; (3) an approved plan of operation; and (4) all other applicable federal, state, and local laws, statutes, and rules. This permit is effective from the date of signature and expires on (120 months from issue date).

Draft
Signature
Date

Aaron Scheff
Regional Administrator
Boise Regional Office
Idaho Department of Environmental Quality

Idaho Department of Environmental Quality
Boise Regional Office
1445 N. Orchard
Boise, ID 83706
208-373-0550
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1. Common Acronyms/Abbreviations and Definitions

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<thead>
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<th>Acronym/Abbreviation</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOD&lt;sub&gt;5&lt;/sub&gt;</td>
<td>5 day biochemical oxygen demand</td>
</tr>
<tr>
<td>CA</td>
<td>compliance activity</td>
</tr>
<tr>
<td>COD</td>
<td>chemical oxygen demand</td>
</tr>
<tr>
<td>cfs</td>
<td>cubic feet per second</td>
</tr>
<tr>
<td>cwt</td>
<td>a unit of weight measurement equal to 100 pounds</td>
</tr>
<tr>
<td>DEQ</td>
<td>Idaho Department of Environmental Quality</td>
</tr>
<tr>
<td>director</td>
<td>DEQ director or designee unless otherwise specified</td>
</tr>
<tr>
<td>E&lt;sub&gt;i&lt;/sub&gt;</td>
<td>irrigation efficiency</td>
</tr>
<tr>
<td>EPA</td>
<td>United States Environmental Protection Agency</td>
</tr>
<tr>
<td>FM</td>
<td>prefix for flow measurement/monitoring location, device, or method reporting serial number</td>
</tr>
<tr>
<td>GW</td>
<td>prefix for ground water reporting serial number</td>
</tr>
<tr>
<td>IDAPA</td>
<td>Numbering designation for all administrative rules in Idaho promulgated according to the Idaho Administrative Procedure Act</td>
</tr>
<tr>
<td>IDWR</td>
<td>Idaho Department of Water Resources</td>
</tr>
<tr>
<td>IPDES</td>
<td>Idaho Pollutant Discharge Elimination System</td>
</tr>
<tr>
<td>IWR</td>
<td>irrigation water requirement — any combination of wastewater and supplemental irrigation water applied at rates commensurate to the moisture requirements of the crop, and calculated monthly during the growing season.</td>
</tr>
<tr>
<td>lb</td>
<td>pound</td>
</tr>
<tr>
<td>LG</td>
<td>prefix for lagoon reporting serial number</td>
</tr>
<tr>
<td>material change</td>
<td>a change in a document required by this permit that would impact DEQ’s ability to ensure compliance and protect human health and the environment</td>
</tr>
<tr>
<td>µmhos/cm</td>
<td>micromhos per centimeter</td>
</tr>
<tr>
<td>MG</td>
<td>million gallons</td>
</tr>
<tr>
<td>mg/kg</td>
<td>milligram per kilogram</td>
</tr>
<tr>
<td>mg/L</td>
<td>milligram per liter</td>
</tr>
<tr>
<td>ml/cm&lt;sup&gt;2&lt;/sup&gt;</td>
<td>millijoules per square centimeter</td>
</tr>
<tr>
<td>mL</td>
<td>milliliter</td>
</tr>
<tr>
<td>mW/cm&lt;sup&gt;2&lt;/sup&gt;</td>
<td>milliwatt per square centimeter</td>
</tr>
<tr>
<td>MU</td>
<td>management unit, prefix for management unit reporting environmental serial number</td>
</tr>
</tbody>
</table>
nm     nanometers
NPDES  National Pollutant Discharge Elimination System
NTU    nephelometric turbidity unit
N      nitrogen
ppm    parts per million
P      phosphorus
PO     plan of operation
QAPP   quality assurance project plan
responsible official  facility contact person authorized by the permittee to communicate with DEQ on behalf of the permittee on any matter related to the permit, including without limitation, the authority to communicate with and receive notices from DEQ regarding notices of violation or non-compliance, permit violations, permit enforcement, and permit revocation. The responsible official provides written certification of permit application materials, annual report submittals, and other information submitted to DEQ as required by the permit. Any notice to or communication with the responsible official is considered a notice to or communication with the permittee. The responsible official may designate an authorized representative to act as the facility contact person for any of the activities or duties related to the permit, except signing and certifying the permit application, which must be done by the responsible official. The authorized representative shall act as the responsible official and shall bind the permittee as described in this definition. Designation of the authorized representative shall follow the requirements specified in section 6.1.3 of the permit.
reuse guidance  Guidance for the Reclamation and Reuse of Municipal and Industrial Wastewater, or as updated
SU     prefix for soil monitoring unit reporting serial number
SW     prefix for supplemental irrigation water reporting serial number
WW     prefix for wastewater reporting serial number
yr     year
2. Facility Information

<table>
<thead>
<tr>
<th>Information Type</th>
<th>Information Specific to This Permit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type(s) of recycled water</td>
<td>Class A Municipal Water</td>
</tr>
<tr>
<td>Method of treatment and reuse</td>
<td>Headworks, primary clarification, activated sludge secondary treatment, tertiary filtration, disinfection 3065 MG (31 cfs) proposed for addition to the Phylis Canal (part of the Pioneer Irrigation District), May-September 17,000 acres served by the Pioneer Irrigation District below the discharge point 2 MG/day proposed for future industrial reuse</td>
</tr>
<tr>
<td>Collection and treatment system classification</td>
<td>Wastewater collection system classification: Class IV</td>
</tr>
<tr>
<td>Facility location</td>
<td>340 W Railroad St., Nampa, ID 83867 T3N, R2W, Section 16</td>
</tr>
<tr>
<td>Facility mailing address</td>
<td>411 3rd St S, Nampa, ID 83651</td>
</tr>
</tbody>
</table>
| Facility responsible official and authorized representative | Responsible Official: Tom Points, Public Works Director, 411 3rd St S. Nampa, ID 83561, 208-465-2200, pointst@cityofnampa.us  
Authorized Representative: Andy Zimmerman, Wastewater Superintendent, 411 3rd St S. Nampa, ID 83561, 208-465-2200, Notify DEQ within 30 days if a change in personnel occurs for any of the facility contacts. DEQ will issue a minor permit modification to confirm the change. |
| Ground water                                   | Depth to seasonal high ground water: 5-35 ft bgs  
Shallow aquifer generally flows west.  
Much of the area served by Pioneer Irrigation District is within the Ada Canyon Nitrate Priority Area |
| Surface water                                  | Lower Boise River, HUC 17050114, SW-1, designated beneficial uses are cold water aquatic life and primary contact recreation Indian Creek, tributary to the Boise River, HUC 17050114, SW-2, designated beneficial uses are cold water aquatic life and secondary contact recreation.  
Agricultural water supply, industrial water supply, wildlife habitats, and aesthetics also apply (IDAPA 58.01.02.100.03, 04, and 05). |
### 3. Compliance Schedule for Required Activities

<table>
<thead>
<tr>
<th>Compliance Activity (CA) Number and Completion Due Date</th>
<th>Compliance Activity Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CA-255-01 DEQ approval required prior to commencement of Class A water production</td>
<td><strong>Filtration Technology:</strong> Submit to DEQ for review and approval documentation showing that the proposed Class A filtration technology meets IDAPA 58.01.17.610. <strong>UV Disinfection Technology:</strong> Submit to DEQ for review and approval documentation showing that the proposed UV disinfection technology meets the requirements for Class A disinfection in IDAPA 58.01.17.601.01. <strong>Reliability and Redundancy:</strong> Submit to DEQ for review and approval documentation showing how the system meets the requirements of IDAPA 58.01.17.611.</td>
</tr>
<tr>
<td>CA-255-02 Submittal required 6 months prior to planned commencement of Class A water production</td>
<td><strong>Plan of Operation (PO):</strong> The permittee shall submit to DEQ for review and approval a PO that reflects current operations and incorporates the requirements of this permit. The PO shall comply with the applicable requirements stated in IDAPA 58.01.17.300.05 and shall address applicable items in the most current PO checklist. The PO shall include the following site management plans or the permittee may submit the site management plans individually: 1. Emergency operating plan 2. Procedures to eliminate operational spills to Moses Drain 3. Recording and reporting procedures for emergency use of spillways The PO shall be updated as needed to reflect current operations. The permittee shall notify DEQ of material changes to the PO and copies shall be kept on site and made available to DEQ upon request.</td>
</tr>
<tr>
<td>Compliance Activity (CA) Number and Completion Due Date</td>
<td>Compliance Activity Description</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>--------------------------------</td>
</tr>
</tbody>
</table>
| CA-255-03 Submittal required 6 months prior to planned commencement of Class A water production | **Quality Assurance Project Plan (QAPP):** The permittee shall prepare and implement a QAPP that incorporates all monitoring and reporting required by this permit. A copy of the QAPP along with written notice that the permittee has implemented the QAPP shall be provided to DEQ. The Permittee must follow the QAPP when collecting, analyzing, and reporting monitoring data submitted to DEQ.

The QAPP shall be designed to assist in planning for collecting, analyzing, and reporting all monitoring in support of this permit and in explaining data anomalies when they occur. At a minimum, the QAPP must include the following:

1. Details on the number of measurements, number of samples, type of sample containers, preservation of samples, holding times, analytical methods, analytical detection and quantitation limits for each target compound, type and number of quality assurance field samples, precision and accuracy requirements, sample preparation requirements, sample shipping methods, and laboratory data delivery requirements

2. Maps indicating the location of each monitoring and sampling point

3. Qualification and training of personnel

4. Names, addresses, and telephone numbers of the laboratories used by or proposed to be used by the permittee

5. Example formats and tables that will be used by the permittee to summarize and present all data in the annual report

The format and content of the QAPP should adhere to the recommendations and references in the Quality Assurance and Data Processing sections of the reuse guidance.

The permittee shall amend the QAPP whenever there is a modification in sample collection, sample analysis, or other procedure addressed by the QAPP. The permittee shall notify DEQ of material changes to the QAPP and copies shall be kept on site and made available to DEQ upon request. |
| CA-255-04 Submit within one year of permit issuance | **Public Education Plan:** Submit to DEQ for review and approval a report outlining and describing the aspects of the Public Education Plan and how it has been implemented, and will continue to be implemented into the future. The report shall be provided within one year of permit issuance. The Public Education Program shall include notification of individual users of the origin of the augmentation water, the concept of agronomic rate for applying Class A recycled water, and benefits and responsibilities of using Class A recycled water. |
### Compliance Activity (CA) Number and Completion Due Date

#### Compliance Activity Description

**CA-255-05**

**Approvals required prior to connection of an industrial user**

**Industrial Reuse Program:** Prior to implementing a program to provide recycled water to industrial users, submit to DEQ for review and approval a general plan for connection of industrial users to the Class A recycled water network. Include a procedure for notifying DEQ of each new industrial user to be connected to the network.

As a requirement of IDAPA 58.01.17.607.02.e, industrial users of recycled water are required to sign a utility user agreement. Include this agreement in the submittal.

Submittal and DEQ approval of a Preliminary Engineering Report containing the necessary detail for supplying recycled water and providing the connection to the user, and Plans and Specifications for the upgrades, is required prior to any construction.

**CA-255-06**

**18 months prior to permit expiration**

**Pre-application Conference:** If the permittee intends to continue operating the reuse facility beyond the expiration date of this permit, the permittee shall contact DEQ and schedule a pre-application conference to discuss the compliance status of the facility and the content required for the reuse permit application package.

**CA-255-07**

**1 year prior to permit expiration**

**Renewal Permit Application:** The permittee shall submit to DEQ a complete permit renewal application package that fulfills the requirements specified in CA-255-06 and identified at the pre-application conference.

### 4. Permit Limits and Conditions

#### 4.1 Management Unit Descriptions

<table>
<thead>
<tr>
<th>Serial Number</th>
<th>Description</th>
<th>Irrigation System Type and Irrigation Efficiency (Ei)</th>
<th>Maximum Acres Allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>MU-255-01</td>
<td>Irrigation Water Augmentation – Phyllis Canal</td>
<td>Not Applicable</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>MU-255-02</td>
<td>Industrial Reuse</td>
<td>Not Applicable</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

#### 4.2 Hydraulic Loading Limits – not applicable

#### 4.3 Constituent Loading Limits – not applicable

#### 4.4 Buffer Zones – not applicable
### 4.5 Other Permit Limits and Conditions

<table>
<thead>
<tr>
<th>Category</th>
<th>Permit Limits and Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Growing season</td>
<td>May 1 through October 1 (154 days)</td>
</tr>
<tr>
<td>Non-growing season</td>
<td>October 2 through April 30 (211 days)</td>
</tr>
<tr>
<td>Reporting year for annual loading rates</td>
<td>October 2 through October 1</td>
</tr>
</tbody>
</table>
| Allowable Uses                        | • Irrigation Water Supply Augmentation. Recycled water may be discharged to Phyllis Canal for irrigation water supply augmentation; the requirements herein shall apply to the recycled water until the point where the water is discharged to the Phyllis Canal.  
  • Industrial Water Supply. Recycled water may be provided to industrial users; the requirements herein shall apply to recycled water until the point of connection to the industrial user. |
| Operator certification and endorsement | The wastewater treatment facility shall be operated by personnel certified and licensed in the State of Idaho wastewater operator training program at the operator class level specified in IDAPA 58.01.16.203 and properly trained to operate and maintain the system. |
| Disinfection limits in recycled water | The median number of total coliform organisms at the point of compliance (WW-255-03) shall not exceed 2.2 total coliform organisms/100 mL, as determined from the bacteriological results of the last seven days for which analyses have been completed. No sample shall exceed 23 total coliform organisms/100 mL in any confirmed sample.  
  A UV dose of at least 80 mJ/cm² (for media filtration) or 100 mJ/cm² (for membrane filtration) shall be maintained at all times. This dose shall be evidenced by UV transmittance and intensity data monitored as part of routine operations (WW-255-02). The filtered UV transmittance shall be 55% or greater (for media filtration) or 65% or greater (for membrane filtration) at 254 nm. |
| Turbidity limits in treated effluent prior to disinfection during periods of recycled water production | • Daily arithmetic mean of all measurements of turbidity shall not exceed 2 NTU (if media filters are used) or 0.2 NTU (if membrane filters are used)  
  • Turbidity shall not exceed 5 NTU (if media filters are used) or 0.5 NTU (if membrane filters are used) at any time  
  • When the continuous turbidity measurements are above the instantaneous limit of 5 NTU (if media filters are used) or 0.5 NTU (if membrane filters are used) for more than five minutes, filtered effluent shall be automatically diverted until such time as the effluent is below the instantaneous limit |
<p>| pH                                    | pH at the point of compliance (WW-255-04) shall be between 6.0 and 9.0                       |
| Nitrogen                              | Total nitrogen at the point of compliance (WW-255-05) shall not exceed 30 mg/L, as a monthly arithmetic mean calculated as the sum of all daily discharges measured for total nitrogen during the calendar month, divided by the number of daily discharges measured for total nitrogen during that month |</p>
<table>
<thead>
<tr>
<th>Category</th>
<th>Permit Limits and Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phosphorus (growing season only)</td>
<td>Total phosphorus at the point of compliance (WW-255-05) shall not exceed 0.35 mg/L as a seasonal average calculated as the sum of all daily discharges measured for total phosphorus during the season, divided by the number of daily discharges measured for total phosphorus during that season</td>
</tr>
<tr>
<td>Five (5) Day Biochemical Oxygen Demand (BOD₅)</td>
<td>BOD₅ at the point of compliance (WW-255-05) shall not exceed 10 mg/L as a monthly arithmetic mean calculated as the sum of all daily discharges measured for BOD₅ during the calendar month, divided by the number of daily discharges measured for total nitrogen during that month</td>
</tr>
<tr>
<td>Construction plans</td>
<td>Pursuant to Idaho Code §39-118, IDAPA 58.01.16, and IDAPA 58.01.17, detailed plans and specifications shall be submitted to DEQ for review and approval before construction, modification, or expansion of any wastewater treatment, storage, conveyance structures, ground water monitoring wells, or reuse facility. Inspection requirements shall be satisfied and within 30 days of completion of construction, the permittee shall submit as-built plans or a letter from a professional engineer licensed in the State of Idaho certifying the facilities or structures were constructed in substantial accordance with the approved plans and specifications.</td>
</tr>
<tr>
<td>Flow meter calibration/verification</td>
<td>Document the flow measurement calibration/verification of all flow meters and pumps used directly or indirectly to measure recycled water, when such devices are used to assess or demonstrate compliance.</td>
</tr>
<tr>
<td>Backflow prevention</td>
<td>Backflow prevention is required to protect surface water and ground water from an unauthorized discharge of recycled water or wastewater. Refer to section 9.1.1 of this permit.</td>
</tr>
<tr>
<td>Records retention requirements</td>
<td>Keep records generated to meet the requirements of this permit for the duration of permit, including administrative extensions, plus 2 years.</td>
</tr>
</tbody>
</table>
| Pumping facilities identification and signage      | - All exposed and above ground piping, risers, fittings, pumps, valves, etc., shall be painted purple color (Pantone 512, 522 or other equivalent product acceptable to DEQ). In addition, all piping shall be identified using an accepted means of labeling reading “Caution: Recycled Water - Do Not Drink” or equivalent signage in both Spanish and English. In a fenced pump station area, signs shall be posted on the fence on all sides.  
  - Designated facilities using Class A recycled water from a pumping facility, such as, but not limited to, controller panels and washdown or blow-off hydrants on water trucks, hose bibs, and temporary construction services, shall have warning labels installed. The labels shall read, “Caution: Recycled Water - Do Not Drink” or equivalent signage, in both Spanish and English. |
<table>
<thead>
<tr>
<th>Category</th>
<th>Permit Limits and Conditions</th>
</tr>
</thead>
</table>
| Distribution system identification and signage | • Permittee shall implement requirements for private piping connecting industrial users to permittee’s distribution system.  
• All new buried pipe conveying Class A Recycled Water, including service lines, valves, and other appurtenances, shall be colored purple, and the precise color used, e.g., Pantone 512, 522 or equivalent, shall be consistently used throughout the system. The precise color proposed for use shall be identified in plans and specifications. If fading or discoloration of the purple pipe is experienced during construction, identification tape or locating wire along the pipe is required. Label piping every ten (10) feet “Caution: Recycled Water - Do Not Drink” or equivalent signage in both Spanish and English.  
• If identification tape is installed along with the purple pipe, it shall be prepared with white or black printing on a purple color field as approved by DEQ, having the words, “Caution: Recycled Water - Do Not Drink” or equivalent signage in both Spanish and English. The overall width of the tape shall be at least three (3) inches. Identification tape shall be installed eighteen (18) inches above the transmission pipe longitudinally, shall be centered over the pipe, and shall run continuously along the length of the pipe.  
• All new valves shall have locking valve covers that are non-interchangeable with potable water valve covers, and shall have an inscription cast on the top surface stating “Recycled Water” or equivalent.  
• All above ground pipes and pumps shall be consistently color coded (purple) and marked to differentiate Class A recycled water facilities from potable water facilities. |

| User Agreements | Users of industrial water shall be required to sign a user utility agreement; see CA-255-05 and IDAPA 58.01.17.607.02.e |
5. Monitoring Requirements

5.1 Recycled Water and Supplemental Irrigation Water Sampling and Analyses

5.1.1 Constituent Monitoring during periods of Class A water production

<table>
<thead>
<tr>
<th>Monitoring Point Serial Number and Location</th>
<th>Sample Description</th>
<th>Sample Type and Frequency</th>
<th>Constituents (mg/L unless otherwise specified)</th>
</tr>
</thead>
<tbody>
<tr>
<td>WW-255-01 Recycled water prior to disinfection</td>
<td>Recycled water prior to disinfection</td>
<td>Continuous monitoring with recorded value every 15 minutes</td>
<td>Turbidity (NTU)</td>
</tr>
<tr>
<td>WW-255-02 Recycled water during disinfection</td>
<td>Recycled water during disinfection</td>
<td>Continuous monitoring with recorded value every 15 minutes</td>
<td>UV Transmittance (%) UV Intensity (mW/cm²)</td>
</tr>
<tr>
<td>WW-255-03 Recycled water following disinfection</td>
<td>Recycled water to MU-255-01 or MU-255-02</td>
<td>Grab/daily</td>
<td>Total coliform (organisms/100 mL)</td>
</tr>
<tr>
<td>WW-255-04 Recycled water following disinfection</td>
<td>Recycled water to MU-255-01 or MU-255-02</td>
<td>Grab/daily or continuous monitoring with recorded value every 15 minutes</td>
<td>pH (standard units)</td>
</tr>
<tr>
<td>WW-255-05 Recycled water following disinfection</td>
<td>Recycled water to MU-255-01 or MU-255-02</td>
<td>Composite/weekly (during periods of use)</td>
<td>BOD₅ Total nitrogen</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Composite/weekly (during periods of discharge to Phyllis Canal) Total phosphorus</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Composite/weekly (first growing season of discharge to Phyllis Canal) Composite/monthly (first full year of use only) Non-volatile dissolved solids</td>
</tr>
</tbody>
</table>
### 5.1.2 Management Unit and Other Flow Monitoring

<table>
<thead>
<tr>
<th>Management Unit or Flow Measurement Serial Number and Location</th>
<th>Monitoring Description</th>
<th>Monitoring Type and Frequency</th>
<th>Parameters, each MU or FM</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM-255-01 Flow meter to MU-255-01</td>
<td>Recycled water flow discharged to Phyllis Canal</td>
<td>Daily meter reading Monthly compilation of data</td>
<td>Volume (gallons/day, MG/month)</td>
</tr>
<tr>
<td>FM-255-02 Flow meter to MU-255-02</td>
<td>Recycled water flow to industrial users</td>
<td>Daily meter reading Monthly compilation of data</td>
<td>Volume (gallons/day, MG/month)</td>
</tr>
</tbody>
</table>

### 5.2 Ground Water Monitoring – not required

### 5.3 Soil Monitoring – not required

### 5.4 Crop Monitoring – not required

### 5.5 Lagoon Information – not applicable
6. Reporting Requirements

6.1 Annual Report Requirements

The permittee shall submit to DEQ an annual report prepared by a competent environmental professional covering the previous reporting year.

6.1.1 Due Date

The annual report is due no later than December 31 of each year, which shall cover the previous reporting year.

6.1.2 Required Contents

The annual report shall include the following:

1. A brief interpretive discussion of all required monitoring data. The discussion shall address data quality objectives, validation, and verification; permit compliance; and reuse facility environmental impacts. The reporting year for this permit is specified in section 4.5.
2. Results of the required monitoring as described in section 5 of this permit. If the permittee monitors any parameter for compliance purposes more frequently than required by this permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the annual report. The report shall present all monitoring data in organized data summary tables to expedite review.
3. Status of all work described in section 3 of this permit.
4. Results of all backflow testing, repairs, and replacements required by section 9.1.1 of this permit.
5. Discussion of major maintenance activities such as major equipment replacement, lagoon liner maintenance, and wastewater treatment and reuse facility maintenance.
6. A summary of all noncompliance events that occurred during the reporting year. Examples of noncompliance events that must be discussed include, but are not limited to: exceedance of permit limits, complaints, missed monitoring events, incorrect monitoring dates or frequencies, dry monitoring wells, uncontained spills causing runoff, construction without DEQ engineering plan approval, construction without engineering inspection, and reporting incorrect acreage.
7. Submittal of the calculations and observations for MUs specified in the following table.
8. Laboratory analytical reports for monitoring specified in section 5 of the permit. Chain of custody forms, supporting information for laboratory analytical reports, and quality assurance documentation shall be available for review upon request by DEQ.
9. The parameters in the following table:
Monitoring Point Serial Number | Parameter | Units |
--- | --- | --- |
MU-255-01, MU-255-02 | BOD\textsubscript{5} concentration in recycled water | mg/L per month |
| Total Nitrogen concentration in recycled water | mg/L per month |
| Median number of total coliform organisms determined by the bacteriological results of the last 7 days for which analysis has been completed | Total coliform organisms per 100 mL |
| Turbidity, daily arithmetic mean | NTU |
| UV Disinfection Dose | mJ/cm\textsuperscript{2} reported in 15 minute intervals |
MU-255-01 | Total Phosphorus concentration in recycled water | mg/L per season |

Other Reporting Requirements:
- Report dates and times of noncompliance with the turbidity and UV Dose requirements of section 4.5, and discuss the cause of, and response to, the noncompliance.
- Provide a summary and update of Public Education Program activities.
- Provide a summary and update of industrial users connected, volume of water use, and discuss any issues encountered in providing recycled water for this use.
- List and discuss uses of diversion gates to spill water from Phyllis Canal to Elijah Drain, Wilson Drain, the Upper Embankment Drain, or Bardsley Gulch Drain, including the cause, time and duration of spills.

6.1.3 Submittals

All applications, annual reports, or information submitted to DEQ as required by this permit shall be signed and certified as follows:
- Permit applications shall be signed by the responsible official as described below:
  - For a corporation by a responsible corporate officer.
  - For a partnership or sole proprietorship by a general partner or the proprietor, respectively.
  - For a municipality, state, federal, Indian tribe, or other public agency by either the principal executive officer, ranking elected official, or a person of decision-making authority who can legally bind the permittee with respect to the permit.
- Annual reports and other information required by this permit shall be signed by the responsible official or by a duly authorized representative of that person. A person is a duly authorized representative only if all of the following are true:
  - The authorization is made in writing by the responsible official.
  - The authorization specifies either an individual or position having responsibility for the overall operation of the regulated facility, such as the position of plant manager, superintendent, position of equivalent responsibility, or an individual having overall responsibility for environmental matters for the company.
  - The written authorization is submitted to DEQ.

Submit all applications, annual reports, and other information required by this permit to the following DEQ regional office at this address:
The annual report shall include the following certification statement and be signed, dated, and certified by the permittee’s Responsible Official or duly Authorized Representative:

“I certify that the information provided in this submittal was prepared in conformance with the Quality Assurance Project Plan required by permit M-255-01 and is to the best of my knowledge, true, accurate and complete and I acknowledge that knowing submission of false or incomplete information may result in permit revocation as provided for in IDAPA 58.01.17.920.01 or other enforcement action as provided for under Idaho law.”

Permit applications shall include the following certification statement and be signed, dated, and certified by the permittee’s Responsible Official:

“I certify that the information provided in this submittal is, to the best of my knowledge, true, accurate and complete and I acknowledge that knowing submission of false or incomplete information may result in permit revocation as provided for in IDAPA 58.01.17.920.01, non-issuance of the permit, or other enforcement action as provided for under Idaho law.”

Other information submitted to DEQ as required by the permit shall include the above certification statement and be signed, dated, and certified by the permittee’s Responsible Official or duly Authorized Representative.

### 6.2 Emergency and Noncompliance Reporting

Report noncompliance incidents to DEQ’s regional office at 208-373-0550 or toll-free at 1-888-
In case of public health emergencies, call the 24-hour Idaho Emergency Medical Services Communications Center number at (800) 632-8000.

Section 8 of this permit and IDAPA 58.01.17.500.06 provide the reporting requirements for facilities.

All instances of permit non-compliance that may endanger public health or the environment and unauthorized discharges to surface waters of the State of Idaho shall be reported to DEQ’s regional office by telephone (phone numbers provided in this section) within 24 hours from the time the permittee becomes aware of these events at the phone numbers provided in this section.

A written follow-up shall be provided to the DEQ regional office within five days from the time the permittee became aware of the permit non-compliance or unauthorized discharge.

Reporting of unauthorized discharges to surface waters of the State of Idaho program may also be required. Contact information for the IPDES program is provided below:

IPDES Compliance, Inspection, and Enforcement Lead  
1410 N. Hilton Street  
Boise, ID 83706  
833-IPDES24 or 833-473-3724
7. Reserved

8. Standard Permit Conditions

The following standard permit conditions are included as terms of this permit as required by the “Recycled Water Rules,” (IDAPA 58.01.17.500).

500. STANDARD PERMIT CONDITIONS.
The following conditions shall apply to and be included in all permits.

01. Compliance Required. The permittee shall comply with all conditions of the permit.

02. Renewal Responsibilities. If the permittee intends to continue operation of the permitted facility after the expiration of an existing permit, the permittee shall apply for a new permit in accordance with these rules.

03. Operation of Facilities. The permittee shall at all times properly maintain and operate all structures, systems, and equipment for treatment, control and monitoring, which are installed or used by the permittee to achieve compliance with the permit or these rules.

04. Provide Information. The permittee shall furnish to the Director within a reasonable time, any information including copies of records, which may be requested by the Director to determine whether cause exists for modifying, revoking, re-issuing, or terminating the permit, or to determine compliance with the permit or these rules.

05. Entry and Access. The permittee shall allow the Director, consistent with Title 39, Chapter 1, Idaho Code, to:

   a. Enter the permitted facility.

   b. Inspect any records that must be kept under the conditions of the permit.

   c. Inspect any facility, equipment, practice, or operation permitted or required by the permit.

   d. Sample or monitor for the purpose of assuring permit compliance, any substance or any parameter at the facility.

06. Reporting. The permittee shall report to the Director under the circumstances and in the manner specified in this section:

   a. In writing at least thirty (30) days before any planned physical alteration or addition to the permitted facility or activity if that alteration or addition would result in any significant change in information that was submitted during the permit application process. When the alteration or addition results in a need for a major modification, such alteration or addition shall not be made prior to Department approval issued in accordance with these rules.

   b. In writing thirty (30) days before any anticipated change which would result in noncompliance with any permit condition or these rules.

   c. Orally within twenty-four (24) hours from the time the permittee became aware of any noncompliance which may endanger the public health or the environment at telephone numbers provided in the permit by the Director.
d. In writing as soon as possible but within five (5) days of the date the permittee knows or should know of any noncompliance unless extended by the Department. This report shall contain: (4-1-88)

i. A description of the noncompliance and its cause; (4-1-88)

ii. The period of noncompliance including to the extent possible, times and dates and, if the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and (4-7-11)

iii. Steps taken or planned, including timelines, to reduce or eliminate the continuance or reoccurrence of the noncompliance. (4-7-11)

e. In writing as soon as possible after the permittee becomes aware of relevant facts not submitted or incorrect information submitted, in a permit application or any report to the Director. Those facts or the correct information shall be included as a part of this report. (4-1-88)

07. Minimize Impacts. The permittee shall take all necessary actions to eliminate and correct any adverse impact on the public health or the environment resulting from permit noncompliance. (4-1-88)

08. Compliance with “Ground Water Quality Rule.” Permits issued pursuant to these rules shall require compliance with IDAPA 58.01.11, “Ground Water Quality Rule.” (4-7-11)
9. General Permit Conditions

The following general permit conditions are based on the cited rules at the time of issuance and are enforceable as part of this permit. Note that the rules cited in this section, and elsewhere in this permit, are supplemented by the rules themselves. Rules applicable to your facility are enforceable whether or not they appear in this permit.

9.1 Operations

9.1.1 Backflow Prevention

Reuse facilities with existing or planned cross-connections or interconnections between the recycled water system and any water supply (potable or nonpotable) or surface water, shall have backflow prevention assemblies, devices, or methods as required by applicable rule or as specified in this permit and approved by DEQ.

For public water systems, backflow assemblies shall meet the requirements of IDAPA 58.01.08.543. Assemblies shall be adequately maintained and shall be tested annually by a certified backflow assembly tester, and repaired or replaced as necessary to maintain operational status.

For domestic water supply wells, backflow prevention devices shall meet the requirements of IDAPA 07.02.04 and shall be adequately operated and maintained.

Irrigation water supply wells shall meet the requirements of IDAPA 37.03.09.36 for preventing any waste or contamination of the ground water resource. Backflow prevention assemblies or devices used to protect the ground water shall be adequately operated and maintained.

Discharge of recycled water to surface water is regulated by the DEQ IPDES program. An IPDES or NPDES permit is required for any discharge to surface water and backflow prevention shall be implemented to prevent any unauthorized discharge. Backflow prevention assemblies or devices used to protect surface water shall be adequately operated and maintained.

Records of all testable backflow assembly test results, repairs, and replacements shall be kept at the reuse facility along with other operational records, and shall be discussed in the annual report and made available for inspection by DEQ. Other approved means of backflow prevention, such as siphons and air-gap structures that cannot be tested, shall be maintained in operable order.

9.1.2 Restricted to Premises

Wastewaters or recharge waters applied to the land surface must be restricted to the premises of the application site. Wastewater discharges to surface water that require a permit under the Clean Water Act must be authorized by the EPA (IDAPA 58.01.16.600.02).

9.1.3 Health Hazards, Nuisances, and Odors Prohibited

Health hazards, nuisances, and odors are prohibited as follows:
Wastewater must not create a public health hazard or nuisance condition (IDAPA 58.01.16.600.03).

No person shall allow, suffer, cause, or permit the emission of odorous gases, liquids, or solids into the atmosphere in such quantities as to cause air pollution (IDAPA 58.01.01.776.01).

Air Pollution defined as the presence in the outdoor atmosphere of any air pollutant or combination thereof in such quantity of such nature and duration and under such conditions as would be injurious to human health or welfare, to animal or plant life, or to property, or to interfere unreasonably with the enjoyment of life or property (IDAPA 58.01.01.006.06).

9.1.4 Solids Management

**Biosolids** are the nutrient-rich organic materials resulting from the treatment of sewage sludge. When treated and processed, sewage sludge becomes biosolids that can be safely recycled and applied as fertilizer to sustainably improve and maintain productive soils and stimulate plant growth.

Biosolids generated from sewage sludge are regulated by EPA under 40 CFR Part 503 and require a DEQ approved sludge disposal plan as outlined in IDAPA 58.01.16.650. Contact DEQ before applying biosolids at any permitted reuse facility.

**Sludge** is the semi-liquid mass produced and removed by wastewater treatment processes. This does not include grit, garbage, and large solids.

Sludge may be generated by wastewater treatment processes at municipal and industrial facilities. A DEQ-approved sludge disposal plan, as outlined in IDAPA 58.01.16.650, may be required.

**Solid waste** is any garbage or refuse, sludge from a waste water treatment plant, water supply treatment plant, or air pollution control facility and other discarded material including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities, but does not include solid or dissolved materials in domestic sewage, or solid or dissolved material in irrigation return flows or industrial discharges that are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended.

Solid waste does not include inert wastes, manures and crop residues ultimately returned to the soils at agronomic rates, and any agricultural solid waste that is managed and regulated pursuant to rules adopted by the Idaho Department of Agriculture. DEQ reserves the right to use existing authorities to regulate agricultural waste that impacts human health or the environment.

Solid waste is regulated under the “Solid Waste Management Rules” (IDAPA 58.01.06). Wastes otherwise regulated by DEQ (i.e., this permit) are not regulated under IDAPA 58.01.06.

**Waste solids** include sludge and wastes otherwise regulated by DEQ according with IDAPA 58.01.06.001.03.a.xii. Waste solids may include vegetative waste, silt and mud containing organic matter, and other non-inert solid wastes.
Inert wastes are defined as non-combustible, nonhazardous, and non-putrescible solid wastes that are likely to retain their physical and chemical structure and have a de minimis potential to generate leachate under expected conditions of disposal, which includes resistance to biological attack.

Waste solids require a DEQ approved sludge disposal plan as outlined in IDAPA 58.01.16.650.

**9.1.5 Temporary Cessation of Operations and Closure (IDAPA 58.01.17.801)**

Temporary cessation of operations and closure must be addressed as follows:

01. **Temporary Cessation.** A permittee shall implement any applicable conditions specified in the permit for temporary cessation of operations. When the permit does not specify applicable temporary cessation conditions, the permittee shall notify the Director prior to a temporary cessation of operations at the facility greater than sixty (60) days in duration and any cessation not for regular maintenance or repair. Cessation of operations necessary for regular maintenance or repair of a duration of sixty (60) days or less are not required to notify the Department under this section. All notifications required under this section shall include a proposed temporary cessation plan that will ensure the cessation of operations will not pose a threat to human health or the environment.  

(4-7-11)

02. **Closure.** A closure plan shall be required when a facility is closed voluntarily and when a permit is revoked or expires. A permittee shall implement any applicable conditions specified in the permit for closure of the facility. Unless otherwise directed by the terms of the permit or by the Director, the permittee shall submit a closure plan to the Director for approval at least ninety (90) days prior to ceasing operations. The closure plan shall ensure that the closed facility will not pose a threat to human health and the environment. Closure plan approval may be conditioned upon a permittee’s agreement to complete such site investigations, monitoring, and any necessary remediation activities that may be required.  

(4-7-11)

**9.1.6 Plan of Operation (IDAPA 58.01.17.300.05)**

The PO must comply with the following:

05. **Reuse Facility Operation and Maintenance Manual or Plan of Operations.** A facility’s operation and maintenance manual must contain all system components relating to the reuse facility in order to comply with IDAPA 58.01.16 “Wastewater Rules,” Section 425. Manuals and manual amendments are subject to the review and approval provision therein. In addition to the content required by IDAPA 58.01.16.425, manuals for reuse facilities shall include, if applicable: operation and management responsibility, permits and standards, general plant description, operation and control of unit operations, land application site maps, wastewater characterization, cropping plan, hydraulic loading rate, constituent loading rates, compliance activities, seepage rate testing, site management plans, monitoring, site operations and maintenance, solids handling and processing, laboratory testing, general maintenance, records and reports, store room and inventory, personnel, an emergency operating plan, and any other information required by the Department.  

(4-7-11)

**9.1.7 Seepage Testing Requirements (IDAPA 58.01.16.493.02.c)**

Subsequent Tests. All lagoons covered under these rules must be seepage tested by an Idaho licensed professional engineer, an Idaho licensed professional geologist, or by individuals under their supervision every ten (10) years after the initial testing.  

(5-8-09)

**9.1.8 Ground Water Quality Rule (IDAPA 58.01.11)**

The permittee shall comply with the requirements of the “Ground Water Quality Rule” (IDAPA 58.01.11).
9.2 Administrative

Requirements for administration of the permit are defined as follows.

9.2.1 Permit Modification (IDAPA 58.01.17.700)

   01. Modification of Permits. A permit modification may be initiated by the receipt of a request for modification from the permittee, or may be initiated by the Department if one (1) or more of the following causes for modification exist:

   a. Alterations. There are material and substantial alterations or additions to the permitted facility or activity which occurred after permit issuance which justify the application of permit conditions that are different or absent in the existing permit.

   b. New standards or regulations. The standards or regulations on which the permit was based have been changed by promulgation of amended standards or regulations or by judicial decision after the permit was issued.

   c. Compliance schedules. The Department determines good cause exists for modification of a compliance schedule or terms and conditions of a permit.

   d. Non-limited pollutants. When the level of discharge of any pollutant which is not limited in the permit exceeds the level which may cause an adverse impact to surface or ground waters.

   e. To correct technical mistakes, such as errors in calculation, or mistaken interpretations of law made in determining permit conditions.

   f. When a treatment technology proposed, installed, and properly operated and maintained by the permittee fails to achieve the requirements of the permit.

9.2.2 Permit Transferable (IDAPA 58.01.17.800)

   01. General. A permit may be transferred only upon approval of the Department. No transfer is required for a corporate name change as long as the secretary of state can verify that a change in name alone has occurred. An attempted transfer is not effective for any purpose until approved in writing by the Department.

9.2.3 Permit Revocation (IDAPA 58.01.17.920)

   01. Conditions for Revocation. The Director may revoke a permit if the permittee violates any permit condition or these rules, or the Director becomes aware of any omission or misrepresentation of condition or information relied upon when issuing the permit.

   02. Notice of Revocation. Except in cases of emergency, the Director shall issue a written notice of intent to revoke to the permittee prior to final revocation. Revocation shall become final within thirty-five (35) days of receipt of the notice by the permittee, unless within that time the permittee requests an administrative hearing in writing. The hearing shall be conducted in accordance with IDAPA 58.01.23, Rules of Administrative Procedure before the Board of Environmental Quality.”

   03. Emergency Action. If the Director finds the public health, safety or welfare requires emergency action, the Director shall incorporate findings in support of such action in a written notice of emergency revocation issued to the permittee. Emergency revocation shall be effective upon receipt by the permittee. Thereafter, if requested by the permittee in writing, the Director shall provide the permittee a revocation hearing and prior notice.
thereof. Such hearings shall be conducted in accordance with IDAPA 58.01.23, “Rules of Administrative Procedure Before the Board of Environmental Quality.”

04. Revocation and Closure. A permittee shall perform the closure requirements in a permit, the closure requirements of these rules, and complete all closure plan activities notwithstanding the revocation of the permit.

9.2.4 Violations (IDAPA 58.01.17.930)

Any person violating any provision of these rules or any permit or order issued thereunder shall be liable for a civil penalty not to exceed ten thousand dollars ($10,000) or one thousand dollars ($1,000) for each day of a continuing violation, whichever is greater. In addition, pursuant to Title 39, Chapter 1, Idaho Code, any willful or negligent violation may constitute a misdemeanor.

9.2.5 Severability

The provisions of this permit are severable, and if a provision or its application is declared invalid or unenforceable for any reason, that declaration will not affect the validity or enforceability of the remaining provisions.
10. Other Applicable Laws

DEQ may refer enforcement of the following provisions to the state agency authorized to enforce that rule. The permittee shall comply with all applicable provisions identified in this section. Compliance with this permit does not relieve the permittee from applicable requirements in other federal, state, and local laws, statutes, and rules.

10.1 Owner Responsibilities for Well Use and Maintenance

10.1.1 Well Use

The well owner must not operate any well in a manner that causes waste or contamination of the ground water resource. Failure to operate, maintain, knowingly allow the construction of any well in a manner that violates these rules, or failure to repair or properly decommission (abandon) any well as herein required will subject the well owner to civil penalties as provided by statute. See IDAPA 37.03.09.036.01 and consult the Idaho Department of Water Resources (IDWR) for more information.

10.1.2 Well Maintenance

The well owner must maintain the well to prevent waste or contamination of ground waters through leaky casings, pipes, fittings, valves, pumps, seals, or through leakage around the outside of the casings, whether the leakage is above or below the land surface. Any person owning or controlling a noncompliant well must have the well repaired by a licensed well driller under a permit issued by the IDWR director according to the applicable rules. See IDAPA 37.03.09.036.02 and consult IDWR for more information.

10.1.3 Wells Posing a Threat to Human Health and Safety or Causing Contamination of the Ground Water Resource

The well owner must have any well shown to pose a threat to human health and safety or cause contamination of the ground water resource immediately repaired or decommissioned (abandoned) by a licensed well driller under a permit issued by the IDWR director according to the applicable rules. See IDAPA 37.03.09.036.06 and consult IDWR for more information.
11. Site Maps

11.1 Regional Map
11.2 Facility Map(s)
Memo

To: Mayor and Council
From: IT Director Butch Schierman
Date: October 21, 2019 Council Meeting
Re: Staff update

- First 90-days results
- Current Efforts
  - Security Education, Training, and Evaluation
  - DR Plan
  - Business units Integration
  - GETAC rollout
- Plans for 2020
- Tyler implementation update
  - Current progress with outstanding Tyler issues
  - Phase 3 and Phase 4 implementation schedules (including major deliverables for each phase)
BID AWARD
NAMPA DEVELOPMENT CENTER TENANT IMPROVEMENT
FACILITIES DEVELOPMENT
(As approved in the FY19 and FY20 budget)

- There is a need to remodel the first floor and basement offices to accommodate staff that will be moving into the Nampa Development Services Center. The Tenant Improvement portion of this project is funded through Development Services for the amount of $1,055,000 and is included in the rolled over FY19 budget and FY20 budget. The replacement of the current rooftop HVAC equipment and failing roof are funded in the amount of $477,746; these funds were originally budgeted in the FY19 budget amendment for Facilities Development and rolled over to the FY20 Budget. Both project scopes have been incorporated into one set of bidding documents.

- The total budget for of the Tenant Improvement including the HVAC and roof replacement is funded from the following sources:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY19 Gen Gov Reserve Fund Roll Over (Roofing and HVAC Upgrades):</td>
<td>$477,746</td>
</tr>
<tr>
<td>FY19 Development Services Roll Over</td>
<td>$136,000</td>
</tr>
<tr>
<td>FY19 Development Services Reserve Fund Roll Over</td>
<td>$169,543</td>
</tr>
<tr>
<td>FY20 Development Services Budget</td>
<td>$750,000</td>
</tr>
<tr>
<td>Total Budget including Design and Contingency</td>
<td>$1,533,289</td>
</tr>
</tbody>
</table>

- The apparent low bid was received from Scott Hedrick Construction, Inc., however, on October 17, 2019 Scott Hedrick Construction, Inc withdrew their bid pursuant to Idaho Code 54-1904E.

- The NDSC Tenant Improvement Construction Project low bid is: $1,135,950

- The Contract Documents have been reviewed and approved by Legal.

- The Proposer shall provide 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 a Formal Bid Process. An Invitation to Bid was published in the paper twice 14 days prior to the bid opening. A mandatory pre-bid walk through was conducted at the project site on September 30, 2019. A public bid opening was held on October 17, 2019 at 2:00 p.m. in City Council Chambers.

- 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 to authorize the award of bid and authorize Mayor Kling to sign the contract with Excelsior Construction Co. In the Amount of $1,135,950 for the Nampa Development Center Tenant Improvement Project.
AGREEMENT made as of the «  » day of «  » in the year «  »
(In words, indicate day, month and year.)

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

«City of Nampa» «  
«411 3rd Street South 
Nampa, Idaho 83651»
«Telephone Number: 208.468.4416»
«  »

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

«  »Excelsior Construction Co.«  
«3313 W. Cherry Ln #531 
«Meridian, ID 83642 
«  »

for the following Project:
(Name, location and detailed description)

«Nampa Development Services Center»
«500 12th Avenue South 
Nampa, ID 83651»
«Remodel of an existing bank building for various City of Nampa departments.»

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

«JGT Architecture» «  
«1212 12th Avenue South 
Nampa, ID 83651»
«Telephone Number: 208-463-9295»
«Fax Number: 208-463-9299»

The Owner and Contractor agree as follows.
TABLE OF ARTICLES

1    THE CONTRACT DOCUMENTS
2    THE WORK OF THIS CONTRACT
3    DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4    CONTRACT SUM
5    PAYMENTS
6    DISPUTE RESOLUTION
7    TERMINATION OR SUSPENSION
8    MISCELLANEOUS PROVISIONS
9    ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A    INSURANCE AND BONDS

ARTICLE 1    THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2    THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3    DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)
[ « » ] The date of this Agreement.
[ «X» ] A date set forth in a notice to proceed issued by the Owner.
[ « » ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Insert one of the following boxes and complete the necessary information.)

[ « » ] Not later than « » ( « » ) calendar days from the date of commencement of the Work.

[ « » ] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>« »</td>
<td>« »</td>
</tr>
</tbody>
</table>

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be «One Million, One Hundred Thirty-Five Thousand, Nine Hundred Fifty Dollars» ($ «1,135,950» ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>« »</td>
<td></td>
</tr>
</tbody>
</table>

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Conditions for Acceptance</th>
</tr>
</thead>
<tbody>
<tr>
<td>« »</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>« Roof Insulation »</td>
<td>$8,000</td>
</tr>
</tbody>
</table>

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>« Carpet Tile »</td>
<td>Per Square Foot</td>
<td>$4.00</td>
</tr>
<tr>
<td>Roof Insulation</td>
<td>Per Square Foot</td>
<td>$4.00</td>
</tr>
</tbody>
</table>

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

| « »                   |                                   |

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)
ARTICLE 5    PAYMENTS

§ 5.1 Progress Payments
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » ( « » ) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:
   .1 That portion of the Contract Sum properly allocable to completed Work;
   .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
   .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:
   .1 The aggregate of any amounts previously paid by the Owner;
   .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
   .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
   .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
   .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage
§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

\[ \text{\textasciitilde} 5\% \text{\textasciitilde} \]

§ 5.1.7.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

\[ \text{\textasciitilde} \]

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

\[ \text{\textasciitilde} \]

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

\[ \text{\textasciitilde} \]

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

1. the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

2. a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

\[ \text{\textasciitilde} \]

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

[\( \text{\textasciitilde} \)] \( \% \text{\textasciitilde} \)

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

[ « » ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ « » ] Litigation in a court of competent jurisdiction

[ « » ] Other (Specify)

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

«Brian Foster»
«310 13th Avenue South
Nampa, ID 83651»
«Telephone Number: (208) 468-4416»
« »
« »
«Email Address: fosterb@cityofnampa.us»

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)
§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

.6 Specifications

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

.7 Addenda, if any:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>
 Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
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<tbody>
<tr>
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</table>

[ ] Supplementary and Other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

«Debbie Kling» «Mayor»
(Printed name and title)

CONTRACTOR (Signature)

« » « »
(Printed name and title)
## Bid Tabulation Sheet
### NDSC Tenant Improvement
#### Bid Opening - October 17, 2019, 2:00 p.m.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Addendum No. 1</th>
<th>Addendum No. 2</th>
<th>Bid Bond</th>
<th>Base Bid</th>
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</table>
BID FORM

TO:          City of Nampa
             411 3rd Street South
             Nampa, ID 83651

PROJECT:     Nampa Development Services Center

PROJECT NO.: 1852

DATE:        10\17\19

SUBMITTED BY:

Name:        Excelsior Construction Co.

Address:     3813 W. Cherry Ln #531
             Meridian, ID 83642

OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents for the above mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

0. Base Bid: All labor, materials, services, permit fees, and equipment necessary for completion of the work for the Nampa Development Services Center shown on the drawings and specifications.

\textbf{\underline{\text{ONE million, one hundred thirty-five thousand, nine}}} \text{ Dollars } \underline{1,135,950} \text{ in lawful money of the United States of America.}

1. Unit Prices — Refer to section 012200 for Unit Price requirements
   a. Unit Price No. 1 - Carpet Tile
      
      \$ \text{ (} 4 \text{ \$/sq ft) Four Dollars} \text{ per square foot}

   b. Unit Price No. 2 – Roof Insulation (if required in base bid Re-cover option)
      
      \$ \text{ (} 4 \text{ \$/sq ft) Four dollars} \text{ per square foot}

2. Bid Alternate No. 1 – Roof tear off and re-install
   a. Included in the base bid is the option to Re-cover the existing membrane as outlined in the schedule of alternates and specifications.
   b. Bid alternate No. 1 includes full tear off down to substrate and re-install of new insulation and roof membrane:

\textbf{\underline{\text{Fifty-one thousand, five hundred}}} \text{ Dollars } \underline{51,500} \text{ in lawful money of the United States of America.}
3. Allowance No. 1: Using the unit cost shown above, the base bid includes the following allowance to replace a fixed quantity of 2,000 square feet of roof insulation.

\[
\text{Eight thousand \$8,000} \text{ Dollars in lawful money of the United States of America.}
\]

Amounts shall be shown in both words and figures; in event of discrepancy, the amount in words shall govern.

We have included herewith, the required security Bid Bond as required by the Instructions to Bidders.

All applicable federal taxes and State of Idaho taxes are included in the Bid Sum.

ACCEPTANCE
This offer shall be open to acceptance and is irrevocable for thirty (30) days from the Bid closing date.

If this Bid is accepted by the Owner within the time period stated above, we will:

Execute the Agreement within ten (10) days of receipt of Notice of Acceptance of this Bid.

Furnish the required bonds within ten (10) days of receipt of Notice of Acceptance of this Bid in the form described in Supplementary Conditions.
Commence work within seven (7) days after execution of the Agreement.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bonds, the surety deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser or the face value of the security deposit or the difference between this Bid and the Bid upon which the Contract is signed.

In the event our Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME
If this Bid is accepted, we will:

Complete the Work in the time limits required by Supplementary Conditions, Article 8: TIME, Paragraph 8.1 Definitions, Subparagraph 8.1.1, subparagraph .1.

CHANGES TO THE WORK
Changes in the Work will be net cost plus a percentage fee in accordance with Supplementary Conditions.

On work deleted from the Contract, our credit to the Owner shall be the Architect approved net cost plus the overhead and profit percentage noted above.
ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Sum.

Addendum No. 1 Dated 10/2/19
Addendum No. 2 Dated 10/14/19

BID FORM SIGNATURE(S)

The Corporate Seal of

[Seal]

(Please print full name of your Proprietorship, Partnership, or Corporation)

Was hereto affixed in the presence of:

[Signature]

Authorized Signing Officer

[Title]

License No. PNC-160102-A-3-4

(If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.)

NAMING OF CONTRACTOR(S)

5.4 Naming of contractors Section 67-2310, Idaho Code, requires general (prime) contractors to include in their bid the name of the subcontractors who shall, in the event the contractor secures the contract, subcontract the plumbing, heating and air conditioning and electrical work under the general (prime) contract. Failure to name subcontractors as required by this section shall render any bid submitted by a general (prime) contractor unresponsive and void. Subcontractors named in accordance with the provisions of this section must possess an appropriate license or certificate of competency issued by the State of Idaho covering the contractor work classification in which the subcontractor is named.

The Owner interprets this law to mean three separate areas of work, 1) plumbing work, 2) heating and air conditioning work, and 3) electrical work. The Owner also interprets this to mean the entity that will perform the work at the site, regardless of contractual relationship whether a subcontractor, a sub-subcontractor, or the prime contractor submitting the bid.

Bidders shall be licensed in the State of Idaho, in accordance with the provisions of an act known as “Public Works Contractor Licensing Law” Idaho Code 54-1901 et seq. The term “Public Works Contractor” includes the contractor, sub-contractor, or specialty contractor regardless of the dollar value involved.
HVAC SUBCONTRACTOR: TVR
ADDRESS: 2925 S. Cole Rd. Boise, ID 83709
BY: Carl Wolff
TITLE: President
DATE: 10/17/19 PHONE: 208-373-0433
PUBLIC WORKS LICENSE NO: 1336-AAA-4

ELECTRICAL SUBCONTRACTOR: Winters Electrical, LLC
ADDRESS: 7130 S Under Rd. Meridian, ID 83642
BY: J. Brandon Winters
TITLE: Project Supervisor
DATE: 10/17/19 PHONE: 208-888-3274
PUBLIC WORKS LICENSE NO: #000843-C-4

PLUMBING SUBCONTRACTOR: Buss Mechanical
ADDRESS: 5W Brandon Winters 4473 Henry St. Boise, ID 83709
BY: John Buss
TITLE: President
DATE: 10/17/19 PHONE: 208-562-0400
PUBLIC WORKS LICENSE NO: C-14908-AAA-4

END OF BID FORM

Fire Protection
AN ACT

RELATING TO LIFE INSURANCE; AMENDING SECTION 41-1830, IDAHO CODE, TO PROVIDE

THAT A POLICY OWNER MAY CHOOSE TO RECEIVE CERTAIN FINAL AND SUBSEQUENT
NOTICES OF LAPSE OR TERMINATION, TO PROVIDE A DATE CHANGE, AND TO MAKE A
TECHNICAL CORRECTION.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Section 41-1830, Idaho Code, be, and the same is hereby amended to read as follows:

41-1830. NOTICE OF LAPSE OR TERMINATION OF INDIVIDUAL LIFE INSURANCE. (1) Notwithstanding the provisions of section 41-1927, Idaho Code, an individual life insurance policy shall not be issued or delivered in this state until the applicant has been afforded the option of designating one (1) person, in addition to the applicant, to receive notice of lapse or termination of a policy for nonpayment of premium.

(2) A designation made pursuant to subsection (1) of this section shall be on a form provided by the insurer. The applicant shall, on such form, provide the full name, address and telephone number of the person designated to receive notice of lapse or termination of the policy for nonpayment of premium.

(3) The insurer shall annually notify a policy owner of the right to:
(a) Make a designation pursuant to subsection (1) of this section;
(b) Change the designee; and
(c) Update the contact information of the designee.

(4) The policy owner may, at the policy owner's discretion, change the designee or change the contact information of the designee more often than annually, and the insurer shall make available the form for such changes at the policy owner's request.

(5) No individual life insurance policy shall lapse or be terminated for nonpayment of premium unless the insurer, at least fourteen (14) days prior to the effective date of the lapse or termination, sends notice by first-class United States mail to the policy owner and to the policy owner's designee, if a designation has been made pursuant to this section, of the lapse or termination, at the address or addresses provided by the policy owner for purposes of receiving such notice. The policy owner may choose, paid in advance and at his or her own expense, to receive a final notice and any subsequent notices of the lapse or termination to be sent by certified United States mail, with a signed return receipt. Such a final or subsequent notice shall be sent at least ten (10) days prior to the effective date of the lapse or termination to the policy owner or to the policy owner's designee at the address or addresses provided by the policy owner for purposes of receiving such notice. The policy owner or the policy owner's designee may prepay a sum of money determined by the insurer to cover the
cost of one (1) certified mailed letter and a signed return receipt per lapse period. The opportunity to prepay for one (1) letter by way of certified mail and a signed return receipt will be made continuously available to the policy owner for future protection in the form of one (1) certified mailed letter and a signed return receipt for each lapse period. The final letter shall be sent to the policy owner or to the policy owner's designee at least ten (10) days prior to the date of a lapse on the policy.

(6) The provisions of this section shall apply to any individual life insurance policy issued or in force on or after January 1, 2021. Provided however, that the provisions of this section do not apply to any life insurance policy under which premiums are payable monthly or more frequently.
ORDINANCE NO. 4467

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL AMENDING TITLE 10, CHAPTER 27, SECTION 10-27-4, OF THE NAMPA CITY CODE, PERTAINING TO SPECIAL SUBDIVISIONS AND DEVELOPMENTS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

BE IT ORDAINED by the Mayor and Council of the City of Nampa, County of Canyon, State of Idaho:

Section 1. That Title 10, Chapter 27, Section 10-27-4, pertaining to special subdivisions and developments, be amended to make clerical corrections as follows:

10-27-4: SPECIAL SUBDIVISIONS AND DEVELOPMENTS:

A. Master Community Subdivisions, Infill Homes (see Section 10-1-2.Definitions) Developments/Lots, Condos, Townhouses, Urban Neotraditional, Planned Unit And Other "Special" Developments:

...

4. Reduced Sized Lot RS Zoned Subdivisions:

a. Master Community, Not PUD or Infill: When a subdivision intended for development as a “master community subdivision” is platted in an RS 4 zone, building lots 4,000 sq. ft. or larger in area may be platted throughout said subdivision in accordance with the standards listed hereafter:

(1) Dwelling units shall comply with parking requirements of the RS 4 zone;

(2) Dwelling units shall be subject to architectural controls as administered by a homeowners’ association using their CCRs and any related policies;

(3) RS 4 building lots are, and shall be, exempt from the subdivision minimum lot size average and periphery compatibility requirements stated in subsection 10-27-6F2a of this chapter;

(4) Front, side and rear yard setbacks, and minimum lot width pertaining to master community building lot(s), shall be [as] per pertinent RS district standards unless approved otherwise by action of the city council.

b. (5) Open Space Requirements:
i. Requirements: Open spaces required shall be:

(A) aa. Those required by Chapter 33 corridor beautification standards for those areas that abut external collector or arterial rights-of-way; and,

(B) bb. Those that may be required as part of deed and dedication of land and placement of a City required and standards compliant master pathway; and,

(C) cc. At least 500 sq. ft. per building lot to be made a part of a continuous permanent, “functional” common open space privately held and maintained by the subdivision’s property owners and formed to establish a parkway/pathway area located behind and between parallel rows of what would normally be back-to-back building lots that abut two separate and roughly parallel internal roadways; at least 30% of building lots shall be designed to be adjacent to, or at a minimum, have direct access to common area open space. The term “direct access” means all building lots are to be located at least 250’ away from a micro-pathway that connects to a common area open space lot; and,

(D) dd. At least 700 sq. ft. per building lot of open space permanent, common open space privately held and maintained by the subdivision’s property owners shall be made a part of a larger micro park or tot lot within the master community and shall be required to be “functional” as specified hereafter....

(2) ii. Functional Open Space: Open space in master community subdivisions may, and shall, only be constituted by, or as, land area within an infill subdivision that:

(A) aa. Is not covered by buildings, parking structures, or accessory structures (except commonly held recreational structures);

(B) bb. Is not enclave inside individual, privately held building lots;

(C) cc. Is not a part of any proposed or existing street, common driveway, private driveway or parking pad, alley, or exclusive easement;
(D) **dd.** Is not fully or partly proposed as part of a water channel, exclusive waterway easement, swamp or high-water table (2' or less to static), retention basin deeper than one-foot (1');

(E) **ee.** Is not proposed to be platted into lots arranged in such oddly dimensioned, unusable shapes, as to be considered realistically unusable, as determined by the Director or his designee, for groups of people engaged in passive or active recreation;

(F) **ff.** Is not land not made a part of a school site (including all lands inside a school’s property boundaries including its playground(s));

(G) **gg.** Is not land not necessarily allocated to street frontage landscape strips via common lots or in easements in order to satisfy requirements of chapter 27 or 33 of this title;

(H) **hh.** Which is distributed equitably throughout the subdivision, as determined by the Planning Commission, in relation to the dwelling units of the people open space lots are intended to serve.

**Bb. Infill, Not PUD Subdivision:** When a subdivision intended for development in a non-RS 4 zone qualifies as a “residential infill subdivision”, building lots sized below normal minimum required size (termed "infill lots") may be platted throughout said infill subdivision in accordance with the standards listed hereafter:

1. **Standards:**

   a. **(1) Minimum Lot Size:** The minimum lot size per individual infill home or each two-unit townhouse shall be at least two-thirds (2/3) [of] that normally required in the RS zone within which the residential structure is proposed,

   b. **(2) Parking Requirements:** Dwelling units constructed within a residential infill subdivision shall comply with parking requirements of the respective zone within which the subdivision lies,

   e. **(3) Reduced Lot Exemption:** Reduced lots are, and shall be, exempt from the subdivision minimum lot size average and periphery compatibility requirements stated in subsection 10-27-6(F)(2)(a) of this chapter,
d. (4) Setbacks; Lot Width: Front, side and rear yard setbacks, and minimum lot width pertaining to infill home building lot(s), shall conform to RS district standards unless approved otherwise by action of the city council.

Should the city council authorize reductions in required setbacks for infill developments during review of a plat wherein the units will be located, the following conditions shall control:

(1) i. In no case shall garages or carports be allowed closer than twenty feet (20') to the street giving access to a lot, although, the living space (non-parking) part of the home may be within fifteen-feet (15') of the street line.

(2) ii. If the council approves reduced setbacks in the plat review stage, then building envelopes reflecting the council's reduced setback allowance shall be depicted graphically or referenced by note on the final plat.

(3) iii. Any "developer proposed" building envelopes shall be depicted on preliminary plats and shall likewise be noted on final plats (or portions of final plats where the provision for dwelling units was made).

e. (5) Open Space Requirements:

(1) i. Any differential (i.e., reduced area vs. the minimum building lot square footage normally required in RS Zone within which an infill subdivision is proposed) in building lot sizes proposed for an infill subdivision plat shall be transferred to another part of the plat as open space. Open space required shall be 2/3rds of the amount of differential between the minimum lot size normally required by the zone within which the subdivision is proposed to be developed and the actual building lot sizes planned therein.

(2) ii. Qualifying (i.e., “Functional”) Open Space: Unless otherwise approved, not less than five percent (5%) of the total gross area of any residential infill subdivision shall be retained as permanent, common open space privately held and maintained by the subdivision’s property owners.

(3) iii. Functional Open Space: Open space in residential infill subdivisions may, and shall, only be constituted by, or as, land area within an infill subdivision that:
(A) aa. Is not covered by buildings, parking structures, or accessory structures (except commonly held recreational structures);

(B) bb. Is not enclaved inside individual, privately held building lots;

(C) cc. Is not a part of any proposed or existing street, common driveway, private driveway or parking pad, alley, or exclusive easement;

(D) dd. Is not fully or partly proposed as part of a water channel, exclusive waterway easement, swamp or high-water table (2’ or less to static), retention basin deeper than one-foot (1’);

(E) ee. Is not proposed to be platted into lots arranged in such oddly dimensioned, unusable shapes, as to be considered realistically unusable, as determined by the Director or his designee, for groups of people engaged in passive or active recreation;

(F) ff. Is not land not made a part of a school site (including all lands inside a school’s property boundaries including its playground(s));

(G) gg. Is not land not necessarily allocated to street frontage landscape strips via common lots or in easements in order to satisfy requirements of chapter 27 or 33 of this title

hh. Which is distributed equitably throughout the subdivision, as determined by the Planning Commission, in relation to the dwelling units of the people open space lots are intended to serve.

(4) iv. Exceptions: An exception to open space requirements may be granted for residential infill subdivisions meeting any of the following criteria:

(A) aa. Is bounded by a public walk way, drain, canal, trail, or nonresidential improved property.

(B) bb. Requires the installation of a sewer lift station.

(C) cc. Has topography that inhibits its full use and platting.
(D) dd. Is surrounded by properties or plats having no open space.

(E) ee. Provides a benefit to the City such as providing for a continuity of utility services, street right-of-way or other benefit deemed needed.

(cf) Residential Infill Subdivision Qualifications: A residential subdivision shall be required to comply with the following criteria in order to qualify 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 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.

(A) c. Two (2) parking spaces shall be required of each home site at the alley/common drive.

Section 2. This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.
Section 3. This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

Section 4. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.


APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 21ST DAY OF OCTOBER, 2019.

Approved:

By__________________________
Mayor

Attest:

By__________________________
City Clerk
ORDINANCES OF THE CITY OF NAMPA
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. 4467

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL AMENDING TITLE 10, CHAPTER 27, SECTION 10-27-4, OF THE NAMPA CITY CODE, PERTAINING TO SPECIAL SUBDIVISIONS AND DEVELOPMENTS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

Section 1: Amends Title 10, Chapter 27, Section 10-27-4, of the Nampa City Code, pertaining to special subdivisions and infill developments, by making certain clerical edits.

Sections 2 through 4: 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. 4467 provides an effective date, which shall be on the 29th day of October, 2019. Ordinance No. 4467 was passed by the Council and approved by the Mayor on the 21st day of October, 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 21st day of October, 2019, for publication on the 29 day of October, 2019, 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. 4467 and provides adequate notice to the public as to the contents of such ordinance.

DATED this ______ day of ________, 2019.
Mark Hilty, Attorney for City of Nampa
ORDINANCE NO. 4468

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL AMENDING TITLE 10, CHAPTER 1, SECTION 10-1-4, OF THE NAMPA CITY CODE, PERTAINING TO CERTIFICATES OF OCCUPANCY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

BE IT ORDAINED by the Mayor and Council of the City of Nampa, County of Canyon, State of Idaho:

Section 1. That Title 10, Chapter 1, Section 10-1-4, pertaining to special subdivisions and developments, be amended to make clerical corrections as follows:

10-1-4: CERTIFICATE OF OCCUPANCY:

It is unlawful to use, occupy or permit the use or occupancy of any premises, or part thereof created, erected, changed, concerted or altered or enlarged in its use or structure until a certificate of occupancy shall have been signed by the Planning Director and issued by the Building Official stating that the proposed use of the building conforms to the requirements of this title and with all conditional provisions that may have been imposed. A certificate of occupancy authorizes only the use, arrangement and construction set forth in the approved plans and applications. Violations of this section or this title shall be, and are, punishable as provided in section 1-1-7 of this Code unless otherwise specifically stated in a section.

Section 2. This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.

Section 3. This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

Section 4. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 21ST DAY OF OCTOBER, 2019.

Approved:

By ________________________________
Mayor

Attest:

By ________________________________
City Clerk
The City of Nampa allocated $1.5 Million for the extension of a sewer trunk line in the FY20 budget to support development in the City Impact Area. Nampa Engineering Division is presenting three (3) options for the Council's consideration; the Purdam Trunk (Priority 1) the Midway Trunk (Priority 2) and the Mason Creek Trunk (Priority 3), see Exhibit A. Each option is described in more detail below:

- Each trunk extension would be limited by budget. The City would extend each main as far as possible given this constraint. The length attainable by each extension is currently unknown as this information can only be determined by a full engineering analysis and design of the proposed trunk line. Factors that effect the per lineal foot cost include size, depth, soil conditions, critical crossings (utilities, canals, drains, etc.), and traffic control needs.

- **Purdam Trunk**: The 24” diameter sewer main currently ends about 1000 feet east of the intersection of Madison Road and Ustick Road and is approximately 30’ deep. The trunk is planned to extend East along the centerline of Ustick Road.
  1. The future growth area tributary to this trunk comprises +/-850 acres of land projected for future Medium Density Residential use and +/-170 acres of land projected for future Community Mixed Use.
  2. We have received the most interest from developers regarding parcels within this service basin.
  3. There are a number of existing/proposed subdivisions within this service basin that are currently utilizing or planning to utilize private lift stations to pump wastewater to the Birch Trunk. Extension of the Purdam Trunk would facilitate picking off these lift stations sooner, which will increase capacity in the Birch Trunk and reduce the chance of negative environmental incidents in the event of a lift station failure.
  4. Constraints associated with extending this main include:
     a. Crossing with Grove’s Branch Lateral.
     b. Likely presence of high groundwater.
     c. Traffic management for Ustick Road, which is a two (2) lane high-volume roadway.

- **Midway Trunk**: The 36” diameter sewer main currently ends halfway between Karcher Road and W Flamingo Ave, on Midway Road, adjacent to the Nampa Christian High School, and is approximately 24’ deep. The trunk is planned to be extended south along the centerline of Midway Road.
  1. The future growth area tributary to this trunk comprises +/-650 acres of land projected for future Medium Density Residential use and +/-80 acres of land projected for future Community Mixed Use.
2. We have received moderate interest from developers regarding parcels within this service basin.

3. Constraints associated with extending this main include:
   a. Crossings with the Stone Lateral and Wilson Drain.
   b. Likely presence of high groundwater.
   c. Traffic Management for Midway Rd, which is a two (2) lane medium-volume roadway.

- **Mason Creek Trunk**: The 21” diameter sewer main currently ends at the intersection of E Victory Road and S Grays Lane and is approximately 17’ deep. The trunk is planned to be extended to the east along the centerline of E Victory Road.
  1. The future growth area tributary to this trunk comprises +/-300 acres of land projected for light industrial use and +/-675 acres of land projected for future Low Density Residential Use.
  2. We have received very minimal interest from developers regarding parcels within this service basin.
  3. Constraints associated with extending this main include:
     a. The likely presence of basalt rock which would increase the trenching cost.
     b. Crossings with Mason Creek and two other minor drains.
     c. Nampa Highway District is in the process of designing a roundabout for the Victory Road/Happy Valley Road intersection, slated to construction in 2020. The proposed design significantly shifts the alignment of Victory Road to the south. It may be difficult to sync the two projects on short notice.
     d. Other sewer capital improvements are needed to remove downstream capacity deficiencies in order to realize the full upstream growth potential.
     e. Traffic management for E Victory Road, which is a two (2) lane high-volume roadway.

**REQUEST**: Council to select one of the sewer trunk extension options to designate the $1.5 million for and release the Engineering Division to proceed with project development on behalf of the City.
Midway Priority 2
Purdam Priority 1
Mason Priority 3
Exhibit A

Sewer Development Options
Priority 1 Purdam
Priority 2 Midway
Priority 3 Mason
Sewer Drain Basin

Proposed Future Land Use
Agricultural
Airport
Community Mixed Use
Commercial
Industrial
Public
Residential Mixed Use
LD Residential
MD Residential
HD Residential
Parks
**BID AWARD**

**CRUSHED AGGREGATE FOR CHIP SEAL FY20**

(as approved in 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 2009 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 this 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 3.8 million square feet of residential roadways, procurement of 1,650 ton of ½ inch aggregate and 4,500 ton of ¼ inch aggregate is required.

- Funding for the crushed aggregate is from FY 2020 Streets Pavement Management Budget.

- Crushing will take place in December 2019 through April 2020.

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

- The City received one (1) bid for the crushing service (see Exhibit B) from Thueson Construction Inc., with a bid amount of $226,200.00. All necessary public bidding requirements appear to be satisfied.

- Engineering Division recommends award of the Crushed Aggregate for Chip Seal FY20 project to Thueson Construction Inc., in the amount of $226,200.00.

**REQUEST:** Award bid to Thueson Construction Inc., and authorize the Mayor to sign contract for Crushed Aggregate for Chip Seal FY20 in the amount of $226,200.00.
Exhibit B

DOCUMENT 00360
BID FORM

CITY OF NAMPA
CRUSHED AGGREGATE FOR CHIP SEAL FY20
PROJECT NO. PWST200003

PROJECT IDENTIFICATION:

Crushed Aggregate for Chip Seal FY20, Project No. PWST200003

CONTRACT IDENTIFICATION AND NUMBER:

Crushed Aggregate for Chip Seal FY20, Project No. PWST200003

THIS BID IS SUBMITTED TO:

DELIVER TO: MAIL TO:

City of Nampa City of Nampa
Public Works Department Public Works Department
411 Third Street South 411 Third Street South
Nampa, ID 83651 Nampa, ID 83651

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
<th>Signature or Initial</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>0</td>
<td>lc.</td>
</tr>
</tbody>
</table>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.
D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions, if any, which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequence, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and progress incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Prior to bid, Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.
## 5.01 BID SCHEDULE

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SPEC. PAYMENT REFERENCE</th>
<th>ITEM DESCRIPTION</th>
<th>EST. QTY.</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>808.4.1.B.1</td>
<td>Crushed Aggregate for Seal Coat, Class 2, In Stockpile</td>
<td>1,650</td>
<td>TON</td>
<td>$28.00</td>
<td>$44,800.00</td>
</tr>
<tr>
<td>2</td>
<td>808.4.1.C.1</td>
<td>Crushed Aggregate for Seal Coat, Class 4, In Stockpile</td>
<td>4,500</td>
<td>TON</td>
<td>$40.00</td>
<td>$180,000.00</td>
</tr>
</tbody>
</table>

TOTAL BID SCHEDULE: $224,800.00
6.01 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

6.03 Bidder agrees to comply with Idaho Code 44-1006, regarding employment of Idaho residents.

7.01 The following documents are attached to and made a condition of this bid:

   A. Required Bid security

   B. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contracts License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract;

   C. Provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Public Works Contractor License Numbers for any subcontractors);

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on 9 October, 2018

Idaho Public Works Contractor License No. PWC-E 15062 Unlimited

Expiration Date 9/20/2020
Exhibit B

State of Idaho
Division of Building Safety

PWC.C.15002 - UNLIMITED - 4
License Number

Categories: 0220, 0230, 0210, 0211, 0238, 0260, 0270, 0280, 0290, 0300, 0310, 0320, 0330, 0340, 0350

PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

THUESON CONSTRUCTION, INC.

This license expires: 09/30/2020

This is to certify that the above named entity has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 64, Chapter 19 & 45 and is hereby granted this certificate.

Original License Issued: 09/05/2001

Chris L. Jensen, Administrator

Brad Little
Governor
Exhibit B

A Corporation

Corporation Name: Thueson Constuction (SEAL)
By: [Signature – attach evidence of authority to sign]
Name: (typed or printed): Lance Thueson
Title: President (CORPORATE SEAL)
Attest: [Signature of Corporate Secretary]
Business address: 4555 S Kings Rd
Wampa, CO 83687
Phone No.: 208-686-2503 FAX No.: 208-686-3658
State of Incorporation: Delaware
Type (General Business, Professional, Service, Limited Liability): General Business
Date of Qualification to do business is 8/7/10

A Partnership

Partnership Name: [Seal]
By: [Signature of general partner – attach evidence of authority to sign]
Name (typed or printed): [Name]
Business address: [Address]
Phone No.: [Phone Number] FAX No.: [Fax Number]
Exhibit B

ARTICLES OF INCORPORATION

OF

THUESON CONSTRUCTION, INC.

1. Name. The name of the Corporation is THUESON CONSTRUCTION, INC.

2. Authorized shares. The aggregate number of shares the Corporation is authorized to issue shall be 10,000, all of which shall be common voting stock.

3. Registered office and agent. The registered office of the Corporation is 455 South Kings Road, Nampa, Idaho 83687 and its Registered Agent at that address is LANCE THUESON.

4. Incorporators. The name of the Incorporators and Incorporators' addresses are as follows:

   LANCE THUESON
   455 South Kings Road
   Nampa, Idaho 83687

   JANEL THUESON
   455 South Kings Road
   Nampa, Idaho 83687

5. Initial Directors. The names and addresses of the initial Directors are as follows:

   LANCE THUESON
   455 South Kings Road
   Nampa, Idaho 83687

   JANEL THUESON
   455 South Kings Road
   Nampa, Idaho 83687

ARTICLES OF INCORPORATION - 1
6. Corporate Purpose. The purpose for which this Corporation is organized is the transaction of any and all lawful business for which Corporations may be incorporated under the Idaho Business Corporation Act.

IN WITNESS WHEREOF, we have subscribed these Articles of Incorporation this 2\textsuperscript{nd} day of August, 2001.

\[Signature\]
LANCE THUESON, Incorporator

\[Signature\]
JANEL THUESON, Incorporator
Exhibit B

DOCUMENT 00410
BID BOND

CITY OF NAMPA, IDAHO
CRUSHED AGGREGATE FOR CHIP SEAL FY20
PROJECT NO. PWST200003

BIDDER (Name and Address):


SURETY (Name and Address of Principal Place of Business):


OWNER (Name and Address):


BID
BID DUE DATE: September 12, 2018, 2:00 PM
PROJECT (Brief Description Including Location):
The project includes supplying 1,650 tons of class 2 crushed aggregate and 4,500 tons of class 4 crushed aggregate for the City's annual chip seal program.

BOND
BOND NUMBER:
DATE (Not later than Bid due date):
PENDAL SUM: (Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Bidder's Name and Corporate Seal

By: ____________________________ (Signature and Title)

Attest: ____________________________ (Signature and Title)

SURETY

Surety's Name and Corporate Seal

By: ____________________________ (Signature and Title)

(Attach: Power of Attorney)

Attest: ____________________________ (Signature and Title)

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.
Exhibit B
BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):
Thueson Construction, Inc.
455 S. Kings Road, Nampa, ID 83687

SURETY (Name, and Address of Principal Place of Business):
North American Specialty Insurance Company
1450 American Lane, Suite 1100, Schaumburg, IL 60173

OWNER (Name and Address):
City of Nampa
411 3rd Street South, Nampa, ID 83651

BID
Bid Due Date: October 9, 2019
Description (Project Name—Include Location): Crushed Aggregate for Chip Seal FY20, Project No. PWST200003

BOND
Bond Number: Bid Bond
Date: October 3, 2019
Penal sum Five Percent of Amount Bid $ \text{(Words)} 5\% \text{(Figures)}

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER
Thueson Construction, Inc. (Seal)
Bidder's Name and Corporate Seal

By: 
Signature
Lance Thueson
Print Name
President

SURETY
North American Specialty Insurance Company (Seal)
Surety's Name and Corporate Seal

By: 
Signature (Attach Power of Attorney)
Brenda J. Smith
Print Name
Attorney-in-Fact
Title

Attest:
Signature
J. Holthauser
Print Name
Witness
Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.
Exhibit B

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder’s and Surety’s liability. Recovery of such penal sum under the terms of this Bond shall be Owner’s sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder’s Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by Owner, or

   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety’s written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.
NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: 

**Brenda J. Smith**

Principal: Thueson Construction, Inc.  
Obligee: City of Nampa  
Bond Number: Bid Bond  
Bond Amount: See Bond Form  
Bond Description: Crushed Aggregate for Chip Seal FY20, Project No. PWST200003

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

$FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

“RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”

By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook  

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

By

M. Kenny, Notary Public

Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of October, 2019.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company
Exhibit B

DOCUMENT 00435
NAMING OF SUBCONTRACTORS

CITY OF NAMPA, IDAHO
CRUSHED AGGREGATE FOR CHIP SEAL FY20
PROJECT NO. PWST200003

Failure to complete this form as required shall render the bid unresponsive and void
This Project requires the following:
☐ : Licensed Plumbing Contractor
☐ : Licensed Electrical Contractor
☐ : Licensed HVAC Contractor

The Contractor must comply with Idaho Code Section 67-2310. The bidder shall provide the name, address, Division of Building Safety License Number, and Public Works Contractors License Number of the firm(s) who shall, in the event the Contractor secures the contract, complete the plumbing, electrical, or HVAC work under the contract. No bidder shall name any subcontractor or sub-subcontractor in the bid unless the bidder has received communication from the subcontractor or sub-subcontractor.

If plumbing, electrical or HVAC work is to be self-performed, provide bidder's information. If work is to be performed by subcontractor(s) or sub-subcontractor(s), their information shall be provided.

Plumbing work by:  
None                   residing at
_____________________ and whose Plumbing Contractor License No. is
_____________________. Plumbing Amount: $

Electrical work by:  
None                   residing at
_____________________ and whose Electrical Contractor License No. is
_____________________. Electrical Amount: $  
If required by the Contract Documents, name an Electrical Contractor above or explain here why an Electrical Contractor is not required:

HVAC work by:  
None                   residing at
_____________________ and whose HVAC Contractor License No. is
_____________________. HVAC Amount: $
COOPERATIVE AGREEMENT
BETWEEN
VALLEY REGIONAL TRANSIT
AND
CITY OF NAMPA
FOR
ANNUAL ASSESSMENT AND
SERVICE CONTRIBUTION

THIS COOPERATIVE AGREEMENT ("Agreement") is entered into this 1st day of October 2019 by and between VALLEY REGIONAL TRANSIT, a regional public transportation authority authorized under Chapter 21, Title 40, Idaho Code ("VRT"), and the City of Nampa, a municipal corporation organized, existing and authorized under Chapter 1, Title 50, Idaho Code ("Member")

RECITALS

A. VRT is the regional public transportation authority created to serve Ada and Canyon Counties, pursuant to Chapter 21, Title 40, Idaho Code, and as a result of November 3, 1998 public referendum. VRT provides publicly funded or publicly subsidized transportation services and programs in Ada and Canyon counties.

B. Member is a municipal corporation authorized under Chapter 1, Title 50, Idaho Code.

C. Idaho Code § 40-2109(7) provides that VRT may enter into cooperative agreements with the state, other authorities, counties, cities and highway districts under the provisions of Idaho Code § 67-2328, which expressly authorizes public agencies to enter into agreements with one another for cooperative action for purposes within the power, privilege, or authority of said agencies.

D. Idaho Code § 40-2110 provides that counties, cities, highway districts and other governmental entities in the region may enter into cooperative agreements with the regional public transportation authority in order to contribute funds from any source in recognition of costs of the authority.

E. There are two primary programs which VRT budgets and funds each year. First, VRT budgets and establishes annual assessments for its regular and special members, with assessments for its regular members calculated pursuant to a population based formula, and assessments for its special members calculated pursuant to a negotiated amount. Second, VRT budgets and establishes service contribution requirements to support the operation of motor bus services within the Nampa Urbanized Area and the Boise Urbanized Area.

F. VRT has budgeted $383,385 for Member to contribute for its annual assessment and service contribution; Member has budgeted the same amount for its VRT annual assessment and service contribution.

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Assessment</td>
<td>$43,883</td>
</tr>
<tr>
<td>Service</td>
<td>339,502</td>
</tr>
<tr>
<td>Total</td>
<td>383,385</td>
</tr>
</tbody>
</table>

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G. Service contributions support the following modes:

1) Nampa Express Service (Route 40): Operates between Nampa and Boise making a limited number of designated stops in Nampa, Meridian, and Boise. The service operates Monday through Friday from 5:30 A.M. to 7:02 P.M. The service generally utilizes 32 passenger, 2 wheelchair capacity buses each equipped with a bicycle rack.

2) Nampa Limited Stop Service (Route 42): Operates between Nampa and Boise making several designated stops in Nampa, Meridian, and Boise. The service operates Monday through Friday from 6:20 A.M. to 8:05 P.M. The service generally utilizes 38 passenger, 2 wheelchair capacity buses each equipped with a bicycle rack.

3) Nampa Fixed-Line (Routes 51 and 52): Operates in the Nampa Caldwell city limits on defined bus routes at scheduled intervals. All service operates from 6:00 A.M. to 8:00 P.M. Monday through Friday. The service generally utilizes 20 passenger, 2 wheelchair capacity buses each equipped with a bicycle rack.

4) Nampa ADA Paratransit (Demand Response): Service provided to persons with disabilities that is complimentary to the fixed-line service. Curb to curb service is provided within 3/4 mile of any fixed line service to any person who has physical or mental disabilities that prohibit them for accessing the fixed line service. Service is provided on a demand basis during the same hours of service as fixed line hours. The service generally utilizes 10 passenger, 2 wheelchair capacity vehicles.

AGREEMENT

NOW, THEREFORE, in consideration of foregoing recitals, which are made a part of this Agreement and not mere recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section 1. Term

This Agreement shall be in effect from the 1st day of October 2019 and will terminate on the 30th day of September 2020 unless earlier terminated pursuant the mutual written agreement of the parties hereto.

Section 2. Purpose

The purpose of this Agreement is:

(a) For Member to pay annual assessment and a service contribution to VRT for Fiscal Year 2020 in the amount of $383,385 in contribution to the costs of VRT and in support of transportation services within the Nampa Urbanized Area.

(b) For VRT to use said annual assessment for costs budgeted under its regional planning and program administration, and to use said service contribution for costs budgeted under its regional operating plan.

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Section 3. Compliance

VRT, in using said assessment and service contributions, shall comply with all conditions required by applicable federal, state and local laws and regulations, and shall maintain, in accordance with generally accepted accounting practices and principles.

Section 4. Payment

(a) Member shall pay its annual assessment and service contribution up to the aforesaid amount of $383,385 within 30 days of invoice to VRT at the following address, unless Member is notified in writing by VRT of a new address:

Valley Regional Transit
700 NE 2nd St. Suite 100
Meridian, Idaho 83642

(b) Member’s address, for the purpose of notice or correspondence, unless VRT is notified in writing by Member of a new address, is as follows:

City of Nampa
411 Third Street South
Nampa, Idaho 83651

Section 5. Miscellaneous

(a) Each party hereto represents and warrants that each person executing this Agreement on behalf of such party is, at the time of such execution, duly authorized to do so by such party’s governing body, and is fully vested with the authority to bind such party in all respects.

(b) If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the intent of the parties, and shall survive the severed provisions.

(c) Except as provided otherwise herein, this Agreement and any attachments hereto constitute the entire Agreement between VRT and Member concerning the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

(d) The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

(e) This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

(f) This Agreement shall be binding on the parties hereto, and their successors and assigns.

Section 6. Indemnification

To the extent permissible by law, VRT shall indemnify, defend, protect and hold harmless Member, and its officers, agents and employees, from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof.
(including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever (collectively, “Claims”) arising out of or incident to this Agreement, and any renewal or extension thereof, and arising out of or caused by the negligent or intentional acts or omissions of VRT, its officers, agents and employees, regardless of where the injury, death, or damage may occur, except to the extent any such Claims arise out of or are caused by the negligent or intentional act or omission of Member or its officers, agents and employees. Member shall give to VRT reasonable notice of any such Claims. VRT shall notify Member of the counsel to be used in carrying out its obligations hereunder. Member must state any reasonable objection that it may have regarding the use of said counsel. The provisions of this section shall be deemed to be a separate contract between the parties and shall survive the expiration or any default, termination or forfeiture of this Agreement, and any renewal or extension thereof. Notwithstanding anything to the contrary in the foregoing, Member’s right to indemnification pursuant to the foregoing shall be limited to indemnification for such Claims for which Member incurs actual liability or expense. The foregoing indemnification includes, without limitation, any Claim arising out of or caused by the noncompliance of any services, programs, or activities provided by VRT under this Agreement with all applicable federal, state, and local statutes, regulations, and requirements, including, but not limited to, the Americans with Disabilities Act (ADA). Notwithstanding anything to the contrary in the foregoing, (i) no employee or officer of VRT shall be personally liable to Member under this Agreement, (ii) with respect to third party Claims, both VRT and Member expressly reserve any and all of the privileges and immunities available to them, if any, under Idaho law, and (iii) the agreement of VRT to hold harmless or indemnify Member shall be limited to, and be payable only from, VRT’s available insurance or self-insurance coverage for liability assumed by contract available as a part of its general liability insurance program."

EXECUTED and effective as of the date first above written.

Valley Regional Transit:  City of Nampa:

[Signature]

Kelli Badesheim  
Executive Director
STAFF REPORT – PUBLIC HEARING

Annexation and Zoning to BC (Community Business) for 1.851 acres and to RS6 (Single Family Residential – 6,000 sq. ft.) for .482 acres at 2123 N. Middleton Rd.

Applicant & Owner(s): Alfredo Escobedo

File No: ANN 130-19

Prepared by: Rodney Ashby

Date: October 1, 2019

Applicant’s Stated Purpose: “To split property for a house and a vehicle dealership”

GENERAL INFORMATION

Planning and Zoning History: The property is a part of a 1 (one) property enclaved area.

Annexation Location: 2123 N. Middleton Rd (a portion of the NE ¼ NE ¼ of Section 18, T3N, R2W, BM)

Total Size: 2.33 acres or 101,494.8 sq. ft.

Proposed Zoning: RS6 (single-family residential) for the portion of the property where a single-family home and yard already exists, and BC (Community Business) for the western portion of the property (west of the existing garage).

Comprehensive Plan Designation: Community Mixed Use

Surrounding Land Use and Zoning:
North- Saint Alphonsus Urgent Care, BC (Community Business) zoning district
South- Ag pasture & single family home, BC (Community Business) zoning district
East- Middleton Rd, RS6 (single family 6,000 sf lots) zoning district; and Karcher Church of the Nazarene, BC (Community Business) zoning district
West- Elijah Drain and Vacant land, RMH (Multiple-Family Residential) zoning district

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 all its sides.

Existing Uses: It appears to have been used for a residential home and for vehicle and vehicle parts storage.

SPECIAL INFORMATION

Public Utilities:
18" sewer main in Karcher Rd
12" water main in Middleton Rd
6" pressure irrigation main in Middleton Rd

Public Services: Police and fire already service city incorporated areas near the location.

Transportation: Access to the parcel is from Middleton Rd. Nampa Engineering will require the access be moved to the southern end of the property.

STAFF RECOMMENDATION

During the Planning & Zoning Commission public hearing process, we learned that the developer of the St. Al's urgent care facility to the north, had entered into an agreement with the City of Nampa for access to the facility. The agreement stipulated that if properties to the south were developed/redeveloped, that the City would require that access to both properties would need to be by way of a shared access driveway at the southern end of the applicant's property. Neither the applicant, or any previous owner of the property, was involved in this agreement. The new access was necessary due to the safety concerns arising from projected traffic increases on Middleton Rd. Several conditions have made the implementation of the agreement challenging. The property is not fully redeveloping, leaving the existing home fronting Middleton Rd. If the access were to be placed as stipulated in the agreement, the shared driveway would require the removal of the home. The applicant plans to live in the home with his family. The access to the applicant's proposed auto dealership to the rear of the home needs to be moved to the south portion of his property, conflicting with an existing storage structure. Planning & Zoning and Engineering staff have met with the St. Al's developer and the applicant to discuss these details. We have come to a preliminary verbal agreement how to proceed. The City Engineering Division is working with the City Attorney on an amendment to the existing access agreement which will include the applicant and outline conditions of when the shared drive will need to be constructed and by whom. In order to ensure understanding, due to language barriers, staff requests additional time to finalize the agreement.

Staff proposes City Council open the public hearing and then continue it until the 21st of October 2019. Staff will finalize the agreement and will provide a full staff report then.
ORDINANCE NO. 4469

AN ORDINANCE DETERMINING THAT CERTAIN UNADDRESSSED LANDS, LYING SOUTH OF USTICK ROAD AND IMMEDIATELY WEST OF THE PROPERTY COMMONLY KNOWN AS 4729 USTICK ROAD, COMPRISING APPROXIMATELY 4.72 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 BC (COMMUNITY BUSINESS) 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 112-19 (JABR, LLC Annexation) at a public hearing held on April 15, 2019.

Section 2. The following described property, lying south of Ustick Road and immediately west of that property commonly known as 4729 Ustick Road, comprising approximately 4.72 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 BC (Community Business):

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 BC (Community Business).

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 BC (Community Business).

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 21st day of October, 2019.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 21st day of October, 2019.

Approved:

By

Mayor

Attest:

By

City Clerk
Mixed Use Development (ANN-00112-2019)

Property Location: 0 Star Road, Nampa, Idaho: Site located on the south side of Ustick Road just east of the intersection of Ustick and Star Road.

Parcel #: R3036301200

Legal: 05-3N-1W NW TX 99106 IN LT 4

Long Legal: This parcel is a portion of Government Lot 4 of Section 5, Township 3 North, Range 1 West of the Boise Meridian and is more particularly described as follows: Commencing at the Northwest corner of said Government Lot 4; thence

South 89°32'01" East along the North boundary of said Government Lot 4 a distance of 829.57 feet to the True Point of Beginning; thence continuing

South 89°32'01" East along said North boundary a distance of 496.50 feet to the Northeast corner of said government Lot 4; thence

South 0°34'54" West along the East boundary of said Government Lot 4 a distance of 1305.46 feet to a point in the centerline of the Stafford Lateral; thence traversing said centerline as follows;

North 89°48'43" West a distance of 351.93 feet;

Northwesterly 115.58 feet along the arc of a curve to the right having a central angle of 66°07'01", a radius of 100.16 feet and a long chord which bears North 56°45'12" West a distance of 109.28 feet;

North 23°41'42" West a distance of 75.83 feet;

Northwesterly 37.27 feet along the arc of a curve to the left having a central angle of 22°02'24", a radius of 96.89 feet and a long chord which bears North 34°42'54" West a distance of 37.04; thence leaving said centerline and bearing

North 0°34'54" East parallel with the East boundary of said Government Lot 4 a distance of 1148.55 feet to the True Point of Beginning.