Call to Order and Pledge to Flag

Invocation – Les Albjerg – St Luke’s Hospital

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. Special Council Meeting – December 2, 2019
   b. Airport Commission – November 12, 2019
   c. Planning & Zoning Commission - November 26, 2019
   d. Nampa Council on Aging – November 12, 2019

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

1-3. Plat Approvals
   a. Final
      • Subdivision Plat Final Approval for Carriage Hill West Subdivision No. 4, 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 – 54 Single Family Residential lots on 19.78 acres or 2.73 dwelling units/gross acre) for Engineering Solutions, LLP representing Toll Southwest LLC (SPF 109-19) Preliminary

   b. Short
      • Subdivision Short Plat Approval for Ramirez Lone Star Subdivision in an RS6 (Single Family Residential – 6,000 sq. ft.) zoning district adjacent and west of 629 Lone Star Road at 0 Lone Star Road (2 Single Family detached lots on 1.67 acres for 1.2 average dwelling units per gross acre). A part of the NW ¼ of the NW 1/4 of Section 28, T3N, R2W, BM) for Francisco Ramirez (SPS 026-19)
1-4. Authorize Public Hearings
   a. Rescission of Development Agreement between Caribou Mountain Ventures, LLC and the City of Nampa recorded 12/30/2013 as Inst. No. 2013-057711 amending Recital B paragraph and Exhibit “B” Conceptual Plan to allow for a Single Family Residential Subdivision instead of the original Public Mini/Self-Storage Facility, and amending Exhibit “C” Page 2 Conditions of Approval as necessary for Lava Falls Subdivision; at 0 and 2718 E. Locust Lane (39 single family dwellings on 11.595 acres for 2.36 average dwelling units per gross acre – A portion of the SEW ¼ of the SE ¼ of Section 2, T2N, R2W, BM) all for Caribou Mountain Ventures LLC – Ed Priddy. The Planning and Zoning Commission recommended approval. (DAMO 035-19)
   b. Repeal of the Nampa 2035 Comprehensive Plan (Text and Proposed Future Land Use Map), and all amendments thereto, and approval of an updated Comprehensive Plan Text and Proposed Future Land Use Map, to be referred to as the Nampa 2040 Comprehensive Plan for the City of Nampa. The Planning and Zoning Commission recommended approval. (CTA 008-19)
   c. Annexation and Zoning to IL (Light Industrial) at 8626 Birch Lane for Warehouses (A 3.02 acre or 131,602 sq. ft. portion of the NW ¼ of Section 10, T3N, R2W, BM for Phil Horton. The Planning and Zoning Commission recommended approval (ANN 136-19)

1-5. Authorize to Proceed with Bidding Process
   a. Authorize Engineering to proceed with the formal bid process for the Middleton Road Rebuild project
   b. Authorize Engineering Division to proceed with formal bidding process for Pump Maintenance Projects FY20
   c. Authorize Staff to Proceed with Formal Bid Process for Construction of Nampa Wastewater Treatment Plant Phase II Upgrades Project Group D - Primary Digester No. 5 and Related Facilities

1-6. Authorization for Execution of Contracts and Agreements
   a. Authorize Mayor and Public Works Director to sign Task Order Amendment with JUB Engineers for CE&I services on the project
   b. Authorize Mayor to sign, (1) Agreement to Waive First Right of Refusal and Terminate Lease with Gary Bartlow dated April 16, 2016, and (2) Nampa Municipal Airport Land Lease Agreement, and (3) Memorandum of Lease for Recording with Mayflower Place Properties, LLC, effective December 16, 2019, for Lot 2004 (approved by legal)

1-7. Monthly Cash Report
   a. November 2019
1-8. Resolutions
   a. Disposal of Wastewater Property (Yearly Misc. Disposal of Scrap Metal)
   b. Disposal of Waterworks Property (Yearly Misc. Disposal of Scrap Metal)

1-9. Licenses for 2020
   a. Alcohol Renewal
      • None
   b. Alcohol New
      • None
   c. Pawnbrokers
      • Max Cash Pawn (Little Antiques) – 319 12th Avenue South
   d. Precious Metals
      • None

1-10. Miscellaneous items
   a. None

1-11. Approval of Agenda

(2) Proclamations

2-1. None

Nampa Residents Wishing to Speak on an Agenda (5 persons limit) or Non-Agenda Item (5 persons limit) (3 minute limit). Comments Related to Zoning and Land Use Matters May Only be Made During Properly Noticed Public Hearings

Mayor & Council Comments
• School District Property

(3) Agency & Commission Reports

3-1. None

(4) Staff Communications
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*Or as Soon After 7:00 PM as Each Matter may be Heard
4-1. Staff Report – Tom Points

4-2. Staff Report – Beth Ineck – Impact of Amazon

(5) New Business

5-1. Action Item: Appointment of Michaella J. Franklin and Tom Turner to the Planning and Zoning Commission

5-2. Action Item: Reappointment of Peggy Sellman to the Planning and Zoning Commission

5-3. Action Item: Authorize Finance Director to sign contract with Edie Bailly for Audit Services (approved in FY20 Budget) (legal approval not required)

5-4. Action Item: Authorize Family Justice Center to apply for Byrne Jag Grant

5-5. Action Item: Authorize Family Justice Center to apply for Improving Criminal justice response Grant

5-6. Action Item: Approve the City of Nampa’s CDBG 2018 CAPER for submission to HUD

5-7. Action Item: Adopt the amendment to the streetscape plan for the Historic Entertainment / Dining Optional Streetscape Type

5-8. Action Item: Approve the design for sidewalk extensions along the south side of 1st Street South between Wall Street Alley and 13th Avenue including the elimination of on-street parking in this section

5-9. Action Item: Authorize staff to proceed with a project to implement streetscape improvements in Downtown Nampa with the utilization of the downtown sidewalk funds allocated in the 2019 Action Plan

5-10. Action Item: Authorization for the Mayor to sign the FY2020 Certified Local Government Grant Application, to be submitted to the Idaho State Historic Preservation Office

5-11. Action Item: Approve the contract terms and authorize the Mayor to sign a professional services contract agreement in the amount of $63,680 with Shane Vigil, Owner of Electrical Controls and Instrumentation LLC for electrical inspection services for the Amazon Fulfillment Center Construction Project. Building Safety Department (approved by legal)

5-12. Action Item: Approve the contract terms and authorize the Mayor to sign a professional services contract agreement in the amount not to exceed $100,000 with SAFEbuilt for building inspection services for the Amazon Fulfillment Center Construction Project

5-13. Action Item: Approve resolution and Authorize the Mayor to sign the contract with Office Environment Company, (OEC), for Office Furniture Purchase and Installation at The Nampa Development Services Center Building, not to exceed the amount of $164,803.07 and approve the additional contingency amount of $10,296.93

5-14. Action Item: 1st reading of ordinance for Irrigation Annexation

5-15. Action Item: Authorize summary of publication for preceding ordinance

*Or as Soon After 7:00 PM as Each Matter may be Heard
5-16. **Action Item:** Approve and authorize Public Works Director to sign the sidewalk deferral request for a property located at 3999 E Locust Ln

5-17. **Action Item:** 1st reading of street naming ordinance for E Purple Mustard Ln

5-18. **Action Item:** Authorize Mayor to sign Non-Development Agreement between the City and Brookfield Holdings (Hayden II), LLC for Meadowcrest Subdivision No. 3

5-19. **Action Item:** Authorize Mayor and Public Works Director to sign contract with The Ewing Company, Inc. for the Indian Creek Sample Stations project

5-20. **Action Item:** Authorize Mayor and Public Works Director to sign Task Order with Murraysmith, Inc. to provide design, survey and construction engineering & inspection services for the Annual Irrigation Replacements FY20 project (approved in FY20 budget)

5-21. **Action Item:** Award Bid to Hess Construction, Inc. and authorize Mayor to sign contract for the Annual Miscellaneous Asphalt Patch project

5-22. **Action Item:** Accept Recommendation of Shortlisting the Following Three (3) Consultant Firms for the Nampa Wastewater Treatment Plant Upgrades Phase II Project Group F Progressive Design-Build Contract Procurement Process: (1) Alberici/RSCI Joint Venture, (2) CH2M Hill Engineers (Jacobs), and (3) IMCO; and Authorize Public Works Director to Proceed with Request for Proposals Second Phase of Selection for the Nampa Wastewater Treatment Plant Upgrades Phase II Project Group F Progressive Design-Build Contract (approved by legal)

5-23. **Action Item:** Authorize Mayor and staff to proceed with a RFQ for Legal Services

(6) **Public Hearings**

6-1. **Action Item:** Continued from 10/7/19 City Council Meeting, Applicant has officially withdrawn application 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)

6-2. **Action Item:** Zoning Map Amendment from RD (Two-Family Residential) to BC (Community Business) at 1511 7th St. So. (A .11 acre or 4,792 sq. ft. part of the NE ¼ of Section 27, Township 3 North, Range 2 West, BM being the SE 50’ of Lots 1 and 2, Block 5, Interstate Additions) for Dr. Brian Thomas, Nampa First Church of the Nazarene for a medical and counseling clinic. The Planning and Zoning Commission recommended approval (ZMA 113-19)

6-3. **Action Item:** Annexation and Zoning to RMH (Multiple-Family Residential) for Townhomes at 622 N. 44th Street (A 2.02-acre parcel located in the NE ¼ NE ¼ of Section 24, T3N, R2W, BM, Canyon County, Idaho) for Mason and Associates representing Sun Peak Development LLC. The Planning and Zoning Commission recommended approval (ANN 133-19)

*Or as Soon After 7:00 PM as Each Matter may be Heard*
(7) Unfinished Business

7-1. **Action Item:** 1st reading of Ordinances for Development Agreement Zoning Map Amendment from RS6 (Single Family Residential – 6,000 sq. ft.) to RP (Residential Professional) at 1324 11th Ave. So. (A .24 acre or 10,500 sq. ft. part of the SE ¼ of the NE ¼ of Section 28, Township 3 North, Range 2 West, BM being all of Lot 12, and the and the SW ½ of Lot 11, Block 65, Waterhouse Addition) for Dena and Jason Baker for a Legal Office. The Planning and Zoning Commission recommended approval subject to a Development Agreement to prohibit any of the otherwise allowed RP zone permitted uses determined by the Commission not to be compatible with the adjoining single-family residential land uses, as well as prohibiting all otherwise allowed Conditional Uses in the RP Zone. (PH was 11-18-2019)

(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 Ordinances for Modification of First Amendment to a Development Agreement between Nampa North, LLC and the City of Nampa recorded 12/29/2017 as Inst. No. 2017-056540 amending Exhibit “B” Conceptual Plan to: 1) allow a revised subdivision allowing for a mix of 4-plexes and single-family attached townhomes in place of the original mix of 4-plexes and commercial lots on the GB2 (Gateway Business 2) zoned parcel(s), and 2) amending Exhibit “C” Conditions of Approval as necessary for Lost River Townhomes on the north side of E. Cherry Lane east of Can-Ada Road (81 Single-Family Attached Townhome lots and 5 Fourplex lots - A 7.96 acre parcel of land being a portion of Government Lot 7 and a portion of the SE ¼ of the SW ¼ of Section 6, T3N, R1W, BM) for KM Engineering, LLP representing Nampa North LLC. (PH was 11-18-2019)

(9) Executive Sessions

9-1. 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

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*Or as Soon After 7:00 PM as Each Matter may be Heard
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; (Jamie Chapman & Doug Racine)

9-2.  Motion to Adjourn into Executive Session Pursuant to Idaho Code 74-206 (1) (a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general; (Mayor)

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; (Jeff Barnes)

Adjourn

Next Meeting

Regular Council at 6:00 PM – Monday January 6, 2020 - City Council Chambers

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

♦ Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council and do not necessarily represent the religious beliefs or views of the Council in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to participate actively in the business of the Council. Copies of the policy governing invocations and setting forth the procedure to have a volunteer deliver an invocation are available upon written request submitted to the City Clerk
Mayor Kling called the meeting to order at 5:00 p.m.

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

✦ (1) Consent Agenda (Action Items) ✦

Mayor Kling explained that there is one clerical error under the consent item #1-10. Licenses should be “2020” not “2019”.

MOVED by Hogaboam and SECONDED by Haverfield to approve the Consent Agenda as presented with the above-mentioned amendment; Item #1-1. - Regular Council Minutes of November 18, 2019; Bicycle and Pedestrian Advisory Committee Minutes; Board of Appraisers Minutes; Airport Commission Minutes; Planning & Zoning Commission Minutes; Library Commission Minutes; 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) None; Item #1-4. - Authorize Public Hearings: 1) Parks and Recreation Fees for FY20; 2) Annexation and Zoning to RS6 (Single Family Residential – 6,000 sq. ft.) at 842 W. Greenhurst Rd. for a lot split (A portion of Lots 14 & 15 of Home Acres Subdivision No. 6 lying in a portion of the SW ¼ SW ¼ of Section 33, T3N, R2W, BM Canyon County) for David DeMayola (ANN 134-19); 3) Amendment of Title 10, Chapter 3, Section 10-3-2 containing the Schedule of District Land Use Controls by removing the requirement stated in Note 1 for Residential Land Use/Building Occupancy Type that there be no 220-volt power source for Accessory Dwelling Units (attached or detached) for the City of Nampa (ZTA 158-19) Item #1-5. - Authorize Public Comment Period: 1) Authorize staff to open up a 15-day comment period on December 1st for our 2018 Program Year Consolidated Annual Performance Evaluation Report; Item #1-6. - Authorize to Proceed with Bidding Process: 1) None; Item #1-7. - Authorization for execution of Contracts and Agreements: 1) None; Item #1-8. - Monthly Cash Report: 1) None; Item #1-9. - Resolutions: 1) Disposition of Environmental Compliance Surplus Property; Item #1-10. - License for 2020: a) Renewal Alcohol: 1) None; b) New Alcohol: 1) None; c) Pawnbrokers: Ken’s Loan & Jewelry – 608 12th Avenue South; d) Precious Metal Dealers: Canyon County Coin Inc. – 1200 1st Street South; Neil Alan Fine Jewelry – 116 12th Avenue South; Miscellaneous Items: 1) None. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. Mayor Kling declared the

MOTION CARRIED

✦ (2) Proclamation ✦

Item #2-1 – 70 Year Anniversary – Nampa High School & Vallivue Basketball

Whereas, the 1949-1950 sports season was an unprecedented year for the Nampa High Bulldogs, with four state athletic championships; and

Whereas, the City of Nampa has a significant vested interest in the legacy of Nampa High School; and
Whereas, Nampa High School alumni continue to enrich their community by serving at all levels of industry and civic engagement; and

Whereas, these former champions continue to serve as role models and mentors to our youth; and

Whereas, we are #NampaProud

Now Therefore, I, Debbie Kling, Mayor of the City of Nampa, Idaho, do hereby proclaim December 14th, 2019 as:

“1949-1950 BULLDOG PARADE OF CHAMPIONS DAY”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Nampa to be affixed this 2nd day of December in the year of our Lord two thousand nineteen.

Greg Russel, who is the Assistant Superintendent, is very proud of the Nampa school district. The district is over 100 years old and we have a great deal of history - particularly Nampa High who has a great legacy. Greg Carpenter, Athletic Director, ‘I was humbled and in awe when I was approached by a 1950 alum Myran Finkbiner - I just want you to be aware and know that the class of 1949-1950 was the year of the Champions’ and he said that they were mythical state champions of football because the state of Idaho did not have a champion at that time. ‘On December 14 we are going to have a pre-game ceremony and a halftime ceremony and possibly a social afterword.’

Mayor Kling asked if Nampa Residents Wishing to Speak on an Agenda (5 persons limit) or Non-Agenda Item (persons limit) (3-minute limit). Comments Related to Zoning and Land Use Matters May only be Made During Properly Noticed Public Hearings: ◆

· None

◆ Mayor Kling’s and Council Comments ◆

· Mayor
  o Chief of Staff, Clay Long’s last day with the City is 12/6/2019 – he has been appointed by the State Board of Education to head up the statewide Career wide Technical Education for the State of Idaho
  o Ed Hewitt is the interim Chief of Staff
  o St Alphonsus Festival of Trees in Nampa we wanted to make sure that we supported that tradition is why we moved the meeting to 5

· Councilmember Hogaboam
  o Thanked Amy Bowman and all that made Saturday a success for our community Tree Lighting
Special Council  
December 2, 2019

❖ (3) Agency/External Communications ❖

Item #3-1. - None

❖ (4) Staff Communications ❖

Item #4-1. – None

❖ (5) New Business ❖

Item #5-1 - Mayor Kling presented the request to authorize approval of waiver to allow a liquor license within 300 feet of church or school for Jak’s Place Inc. DBA Jak’s Place Neighborhood Grill (formally SodaStop) located at 6026 Birch Lane Nampa.

Mayor Kling read the following email from Bruce Skaug:

“My day job will require I be at an important hearing in Vale, Oregon on Monday afternoon. This is a case we have been working on for quite some time and I cannot move the hearing. So, I will likely not make it back in time for our early council meeting, with regrets.

“There is a liquor license request on the agenda where the proposed bar restaurant is within 300 feet of a school and church. I hope to see the 300-foot limitation on liquor licenses enforced until the State changes the law. My 2 cents.”

Councilmember Bruner explained that when the Clerks Office sent the letters out for the waiver the first time we did not send it to the church because we believed that when we measured from door to door that the church was over 300 feet; since then we have had the clarification on the law on how to measure so that is why the church received the letter.

Mayor Kling asked the question: “Does this vote impact the current license for beer and wine?”

City Attorney Mark Hilty said that it would not affect that. It would be deemed waived at this point. They hold a beer and wine license; this would only be about whether the alcohol by the drink license at this location would be appropriate.

Clerks Specialist Nate Haveman presented a staff report explaining that the on January 10, 2018, Jak’s Place Neighborhood Grill, formally known as SodaStop, applied for a Beer & Wine license for their new location at 6062 Birch Lane. Due to their proximity to both a church and school, on February 5th, 2018, council granted a waiver to allow a Beer & Wine License within 300 feet of a Church or School. Subsequently, on November 5, 2019, Jak’s Place Neighborhood Grill applied for a liquor license at this location. Jak’s Place Neighborhood Grill is located approximately 175
feet from The College of Western Idaho’s Aspen Education Building and approximately 215 feet from The Church of Jesus Christ of Latter-day Saints. The Idaho Code §23-913 States:

“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 same [came] therein.”

On November 6, 2019, the Clerk’s Office sent a notice to CWI and the LDS church notifying them of the pending application and inviting them to submit comments to the Clerk’s Office if they so desired. The letter to the LDS church was delivered on November 18, 2019. The delivery confirmation for CWI was not returned, so a letter was hand delivered to the CWI administration office on November 20, 2019 notifying them of this application. As of the time of this publication no comments regarding this application have been received.

The owner the business Kathy Ussery, 4543 North High Prairie Place, Star, ID; and Josh Cormier, 3049 West Regan Avenue, Boise, ID, spoke on behalf of the request.

Councilmembers made comments.

MOVED by Hogaboam to approve the waiver for Jak’s Place.  
MOTION DIED FOR LACK OF SECOND

MOVED by Haverfield and SECONDED by Rodriguez to deny the waiver for Jak’s Place. The Mayor asked for a roll call vote with Councilmembers Bruner, Levi, Rodriguez, Haverfield voting YES.  Councilmember Hogaboam voting NO and Councilmember Skaug was ABSENT. The Mayor declared the

MOTION CARRIED

Item #5-2. - Mayor Kling presented the request to authorize the Street Division to proceed with replacement purchase of one (1) 2020 light/medium duty chassis-cab with utility bed, not to exceed the amount of $46,500.00, for on-call emergency response.

Tom Points presented a staff report explaining that the On September 30, 2019, Street Division’s Fleet Unit #221, a 2002 Ford F-150, was involved in a collision.

ICRMP dispatched a claims adjuster and upon inspection the vehicle was deemed a total loss.
Unit #221 was scheduled for replacement in fiscal year 2022 per the Public Works Fleet Management Plan.

Street Division requests to replace the totaled on-call truck with a more purpose-built vehicle.

Funding for the replacement vehicle will be provided from the ICRMP claim ($2,237.00) and savings realized from the recent purchase of an oil distributor truck ($222,274.53).

**MOVED** by Rodriguez and **SECONDED** by Haverfield to **authorize Street Division** to proceed with replacement purchase of one (1) 2020 light/medium duty chassis-cab with utility bed, not to exceed the amount of **$46,500.00**, for on-call emergency response. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the **MOTION CARRIED**

**Item #5-3.** - Mayor Kling presented the request to **authorize** the **Mayor** to sign **Food and Beverage Contract amendment** pending legal approval for the **Ford Idaho Center** and **Nampa Civic Center**.

Chief of Staff Clay Long presented a staff report explaining, ‘this started June 27th when we released the RFP. We sent it out to 5 providers as well we posted on the government RFP website.

‘On July 15 we had a mandatory pre-submittal conference where we had two vendors show up – Sedexo and Spectra. Then on August 5, was the deadline for submissions which we had those two companies provide submissions.

‘On August 12: we had the teams in for presentations and we had a review team represented by council – Councilmember Rodriguez and Councilmember Hogaboam. We also had Venue Management Advisory Committee members Kenny Wrotten, who chairs the committee, and Erica Hernandez and then the City Finance Director Doug Racine served as a voting member. Mayor Kling and I were non-voting members.

‘The evaluation criteria were broken into 6 different areas, experience, qualifications, reference was 25 points – quality of management team was 15 points – operational approach was 10 points – marketing and sales program was 10 points – the proposed financial compensation was 35points and the financial stability was 5 points.

‘After going through the process, the team decided to move forward with Spectra based on the following three conditions:

1) The initial investment would be $650,000 capital invest for seven years.
2) Because we were switching from a commission structure to a fee and profit-sharing structure we had a risk mitigation clause that if the City’s financial compensation did not pan out as project we could go back and renegotiate a commission structure.

3) The City would be involved in the process of identifying menu pricing for the new provider.

‘We started negotiations with those three understandings to begin with on August 20th and on the 15th of October we ended those negotiations as we came to an impasse on working out the details.

‘October 16th or there after we did reach back out to Sodexo to negotiate with them. Per their recommendation they asked that we do a 5-year extension of their current contract, so we didn’t have to do the entire contract.

‘The amendment would include a 5-year extension, they would do an initial investment of $500,000, $100,000 of that would go to transition costs and then $400,000 to capital. They would do a commission structure for concessions that would go to 42.5% and catering would go to 21%.

‘In addition to those two they would have an annual facility enhancement fund that would give a $20,000 investment per year. So, the first year would be $20,000 – year two would be $40,000 – third year would be $60,000 – fourth year would be $80,000 and the fifth year would be $100,000. This is in addition to the $500,000 investment.

‘Those items are what are in their hands from our legal team. We are waiting for Sodexo to submit back to us once that it has been reviewed. We did stick with an amendment to include those three things so the contract that is already in place would be effective.’

Councilmembers asked questions and made comments

Ford Idaho Center Manager Andrew Luther answered questions from Council.

MOVED by Bruner and SECONDED by Rodriguez to authorize the Mayor to sign the Food and Beverage contract amendment pending approval for the Ford Idaho Center and Nampa Civic Center. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #5-4. - Mayor Kling presented the request to authorize Task Order with JUB Engineers for project design services on the Purdam Trunk Sewer Extension. (approved in FY20 budget)

Tom Points presented a staff report explaining that the City Council authorized Engineering to pursue project development for the Purdam Trunk Sewer Extension project from three options for regional sewer trunk line extensions on October 21, 2019.
The project will extend a 24” diameter sewer main from about 1000 feet east of the intersection of Madison Road and Ustick Road to 11th Avenue North along the centerline of Ustick Road. Depth of the sewer main will be approximately 30 feet. (Exhibit A)

The future growth in the sewer basin will serve medium density residential and mixed-use purposes as well as increasing the capacity within the Birch Trunkline by allowing existing lift stations tied to the Birch Trunkline to be retrofitted to tie into the proposed Purdam Trunkline.

Engineering reviewed the first-choice consultant roster and conducted interviews with several firms. JUB Engineers was selected to perform professional design services for the Purdam Trunk Sewer Extension project.

JUB Engineers has provided a scope of work (Exhibit B) for design services for the Purdam Trunk Sewer Extension project which will include the sewer main installation, dewatering and roadway reconstruction in the amount of $264,519.00

The approved budget for the project is $1,500,000 from the FY20 Wastewater Division.

The Purdam Trunk Sewer Extension project will be designed in FY20 and constructed in FY20 and FY21.

Engineering Division has reviewed the Scope of Work and recommends approval of the task order to JUB Engineers in the amount of $264,519.00.

Councilmembers asked questions.

MOVED by Haverfield and SECONDED by Rodriguez to authorize the Mayor and Public Works Director to sign Task Order for attached Scope of Work with JUB Engineers for Purdam Trunk Sewer Extension project design services in the amount of $264,519.00 (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 #5-5. – The following Ordinance was read by title:

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, VACATING A PORTION OF THAT CERTAIN FORTY (40’) FOOT RIGHT-OF-WAY RUNNING SOUTH 628.62 FEET FROM WAGON ROAD ALONG THE EASTERN BOUNDARY OF THE PARCEL CURRENTLY IDENTIFIED AS CANYON COUNTY PARCEL R24705000 AND VACATING A PORTION OF THE WESTERLY ONE HUNDRED TEN (110) FEET OF THAT
CERTAIN FORTY (40') FOOT RIGHT OF WAY TRAVERSING SAID PARCEL IN LINE WITH WAGON ROAD IN NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF IN CONFLICT HEREWITH.  (Applicant Engineering 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 Haverfield and SECONDED by Levi to pass the preceding Ordinance under suspension of rules. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the ordinance duly passed, numbered it corrected ordinance 4382 and directed the Clerk to record it as required.

MOTION CARRIED

Item #5-6. - Mayor Kling presented the request to award bid to Syblon Reid and authorize Mayor to sign contract for Aerial Sewer Replacement FY19 Sites 2-6. (Approved in FY20 Budget)

Tom Points presented a staff report explaining that 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, Site 1 was separated due to current condition and under construction at this time.

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

The aerial crossings were designed in FY19 with planned construction in FY20 to coincide with the irrigation offseason.

The Aerial Sewer Replacement Site 2-6 project will be paid for from FY20 Wastewater Budget.
The project received three bidders.

Blue Sky                         $598,946.94  
Jim Buffington Const.    $454,250.00  
Syblon Reid      $354,846.00

This project was estimated at $319,570.00 but due to tariffs and the high demand for contractors it has been hard to estimate the value of current projects.

The bid schedule included bid alternates amounting to $253,500. The total bid with alternates is $608,346. The scope of work will be adjusted to meet the budget amount.

Engineering Division recommends awarding the project.

Councilmembers asked questions.

MOVED by Hogaboam and SECONDED by Bruner to award the bid to Syblon-Reid and authorize the Mayor to sign contract for the Aerial Sewer Replacement FY19 Sites 2 – 6 project in the amount of $608,346 and immediately following the signing there will be a deductive change order signed that does not require council authorization to bring it back into the budget amount. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Item #5-7. - Mayor Kling presented the request to authorize the Mayor and Public Works Director to sign Task Order with T-O Engineers to provide design, survey and engineer of record services for the Aerial Sewer Replacements FY21 project. (Approved in FY20 Budget)

Tom Points presented a staff report explaining that 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 FY20 the Wastewater Division identified eleven (11) aerial sanitary sewer crossings in need of replacement and or repairs (Exhibit A).
The aerial crossings will be designed in FY20 and construction in FY21 to coincide with the irrigation offseason. Constructing the project during the irrigation offseason will reduce the need for bypass pumping and improve constructability.

T-O Engineers, Inc. was selected by interview to design the project and assist with easement acquisition, bidding and construction. T-O has completed the concept report for the project to assist the City in budgeting and construction planning.

The Aerial Sewer Replacements FY21 project has an approved FY20 Wastewater Division budget of $100,000 for engineering design.

T-O Engineers, Inc. has provided a Scope of Work (Exhibit B) and Labor Estimate to provide design, survey and engineer of record services for $64,185.00.

MOVED by Haverfield and SECONDED by Hogaboam to authorize the Mayor and Public Works Director to sign Task Order with T-O Engineers, Inc. to provide design, survey and engineer of record services for the Aerial Sewer Replacements FY21 project in the amount of $64,185.00 (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 #5-8. - Mayor Kling presented the request to award bid and authorize the Mayor to sign contract for the Nampa WWTP Phase II Upgrades Project Group D with Varec Biogas in the amount of $200,549.00. (Approved in FY20 Budget)

Tom Points presented a staff report explaining that the Nampa WWTP Phase II Upgrades are anticipated to begin with the construction of Project Group D – Primary Digester No. 5. Staff is targeting March 2019 for the Notice to Proceed with the goal to complete construction by October 2020.

Project Group D consists of construction of a new floating cover anaerobic primary digester, including earthwork, structural concrete, site civil and grading, mechanical changes to feed piping of existing digesters, electrical, installation of a new waste gas flare and relocation of the existing waste gas flare.

The existing waste gas flare is within the building footprint of Primary Digester 5. Before work can commence on Primary Digester 5 the new waste gas flare will need to be operable so that the existing waste gas flare can be taken offline. The waste gas flare equipment is a long lead time item and should be purchased prior to the construction contract to alleviate scheduling issues.

Council provided consent to pre-purchase equipment from Varec Biogas on August 19, 2019 to match the existing equipment on site.
Advertisement for bid was issued October 2019.

Varec Biogas provided a proposal in the amount of $200,549.00 exclusive of sales tax (Exhibit A). Varec Biogas also provided pricing from other projects to demonstrate that this price is comparable to competitively bid projects.

The cost for this procurement is part of the approved funding package for the Phase II Upgrades. The costs will be paid out of the Wastewater Fund, which has sufficient funds to cover this procurement.

Brown and Caldwell, Stantec Consulting, and City staff have reviewed the bids and recommend award to Varec Biogas. The recommendation of award from Brown and Caldwell is provided in (Exhibit B).

Councilmembers asked questions.

MOVED by Bruner and SECONDED by Rodriguez to award the bid and authorize Mayor to sign contract for the Nampa WWTP Phase II Upgrades Project Group D with Varec Biogas in the amount of $200,549.00. 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 authorize the Mayor and Public Works Director to sign task order for attached scope of work with HDR Engineering, Inc., for Idaho Center Boulevard and Cherry Lane Intersection Improvements Project concept design services and right-of-way acquisitions in the amount of $103,292.58 T&M NTE. (Approved in FY20 Budget)

Tom Points presented a staff report explaining that the City is moving forward on concept design and right-of-way acquisition for the Idaho Center Boulevard and Cherry Lane 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.

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 for transportation funding. In fiscal year 2019 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 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 HDR Engineering, Inc., to design the Idaho Center and Cherry Lane Intersection Improvement Project.

HDR 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 $103,292.58.

The final design is anticipated to be completed in FY20. Construction is anticipated FY2020-2022 and is dependent upon Phase II of the FY19 Transportation Funding Plan.

The Idaho Center and Cherry Lane project is impact fee eligible and has an approved FY20 Street Division budget summarized below:

<table>
<thead>
<tr>
<th>Budget Summary</th>
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</thead>
<tbody>
<tr>
<td>FY20 Streets</td>
<td>$ 75,000</td>
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<tr>
<td>FY20 Impact Fees</td>
<td>$ 75,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 150,000</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expense Summary</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Design and Right-of-Way Acquisition</td>
<td>$ 100,000</td>
</tr>
</tbody>
</table>
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Estimated Right-of-Way $ 46,707
Total $ 150,000

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

Councilmembers asked questions.

MOVED by Rodriguez and SECONDED by Hogaboam to authorize the Mayor and Public Works Director to sign task order for attached scope of work with HDR Engineering, Inc., for Idaho Center Boulevard and Cherry Lane Intersection Improvements Project concept design services and right-of-way acquisitions in the amount of $103,292.58 T&M NTE. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the MOTION CARRIED

Item #5-10. - Mayor Kling presented the request to authorize the Mayor to sign the Grant Agreement and City Resolution with the Idaho Transportation Department, Division of Aeronautics, for the AIP-31 Construct Hangar Taxi lanes and Taxiways project.

Tom Points presented a staff report explaining that in December 2018 the City submitted a Federal Aviation Administration (FAA) grant application and sponsor certifications for the AIP-31 (Airport Improvement Program) Construct Hangar taxiplanes and Taxiways (C4-C8) at the Nampa Municipal Airport (see vicinity map, Exhibit A.)

In July 2019, the City was awarded FAA funding. The project began on August 28, 2019 and was substantially complete on October 12, 2019.

The total project cost is $718,722.24.

- FAA grant is 90% $646,850.00
- State grant is 5% $ 35,936.12
- City match is 5% $ 35,936.12

Grant match funding is approved from the Airport’s fiscal years 2019 and 2020 budget.

On October 21, 2019, the Idaho Transportation Department, Division of Aeronautics, requested the Grant Agreement and City Resolution (Agreement) be executed and returned by December 15, 2019 (Exhibit B).

On November 12, 2019, the Nampa Airport Commission met to review the Agreement (Exhibit C).
Recommendation was made to request City Council authorize the Mayor to sign the Agreement for the AIP-31 project.


MOVED by Bruner and SECONDED by Hogaboam to pass the resolution authorize the Mayor to sign the Grant Agreement and City Resolution with the Idaho Transportation Department, Division of Aeronautics, for the AIP-31 Construct Hangar taxiplanes and Taxiways project. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the resolution passed, numbered it 57-2019 and directed the clerk to record it as required.

MOTION CARRIED

❖ (6) Public Hearings ❖

Item #6-1. – None

❖ (7) Unfinished Business ❖

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

AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS 39 N. PICARD LANE, COMPRISING APPROXIMATELY 7.83 ACRES, MORE OR LESS, LAY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, IDAHO, AS PART OF THE IL (LIGHT INDUSTRIAL) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND, DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215. (Applicant Tom Hines)
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 Rodriguez and SECONDED by Bruner to pass the preceding Ordinance under suspension of rules. Mayor Kling asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the ordinance duly passed, numbered it 4479 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, CANYON COUNTY, IDAHO, VACATING A TWENTY-FIVE BY NINETY FOOT PORTION OF THE ALLEY RIGHT-OF-WAY LYING BETWEEN 523 AND 611 18TH AVENUE NORTH, IN NAMPA, IDAHO, MORE PARTICULARLY DESCRIBED BELOW, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF IN CONFLICT HEREWITH. (Applicant Ludmila and Viktor Dudlya)

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 4480 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 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
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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 Ordinances for Modification of First Amendment to a Development Agreement between Nampa North, LLC and the City of Nampa recorded 12/29/2017 as Inst. No. 2017-056540 amending Exhibit “B” Conceptual Plan to: 1) allow a revised subdivision allowing for a mix of 4-plexes and single-family attached townhomes in place of the original mix of 4-plexes and commercial lots on the GB2 (Gateway Business 2) zoned parcel(s), and 2) amending Exhibit “C” Conditions of Approval as necessary for Lost River Townhomes on the north side of E. Cherry Lane east of Can-Ada Road (81 Single-Family Attached Townhome lots and 5 Four-plex lots - A 7.96 acre parcel of land being a portion of Government Lot 7 and a portion of the SE ¼ of the SW ¼ of Section 6, T3N, R1W, BM) for KM Engineering, LLP representing Nampa North LLC. (PH was 11-18-2019)

8-5. 1st reading of Ordinances for Development Agreement Zoning Map Amendment from RS6 (Single Family Residential – 6,000 sq. ft.) to RP (Residential Professional) at 1324 11th Ave. So. (A .24 acre or 10,500 sq. ft. part of the SE ¼ of the NE ¼ of Section 28, Township 3 North, Range 2 West, BM being all of Lot 12, and the and the SW ½ of Lot 11, Block 65, Waterhouse Addition) for Dena and Jason Baker for a Legal Office. The Planning and Zoning Commission recommended approval subject to a Development Agreement to prohibit any of the otherwise allowed RP zone permitted uses determined by the Commission not to be compatible with the adjoining single-family residential land uses, as well as prohibiting all otherwise allowed Conditional Uses in the RP Zone. (PH was 11-18-2019)

쓪 (9) Executive Session ㈜

Item #9-1- None

A senior at Skyview High School explained that he needs to attend a council meeting once a quarter for his government class.

MOVED by Hogaboam and SECONDED by Rodriguez to adjourn the meeting at 6:01 p.m. The Mayor declared the

MOTION CARRIED

Passed this 16th day of December 2019.
Special Council
December 2, 2019

____________________________________
MAYOR

ATTEST:

____________________________________
NAMPA CITY CLERK
The meeting was called to order at 5:30 pm by Vice Chairman Jeff Towner

- **Members Present:** Jeff Towner, Mark Miller, Dr. David Beverly, Wayne Thiel
- **Members Absent:** Aaron Bear
- **Ex-Officio Members Present:** Monte Hasl, Airport Superintendent; 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 10-14-19 regular meeting.

MOVED by Miller to approve the minutes for the regular meeting of October 14, 2019, seconded by Thiel.

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

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

**Item 1-3:** Staff Report:
Monte Hasl, Airport Superintendent, asked the Commission to strike agenda item 3-3, ronnieB withdrew his request earlier today.

1-3a: Monte Hasl, Airport Superintendent, presented the following staff report:

- Open Units; Wait List; Fuel Report.
- Airfield Conditions; RWY/TWY & Apron in good shape; RWY/TWY lighting systems operating normally. With the cold/darker days, bulbs are regularly burning out and being replaced; PAPI operating normally, alignment checked/cleaned; AWOS operating normally.
- Miscellaneous; 2 aircraft incidents; 10-25 Cherokee nose-wheel collapse; 11-8 Mooney gear-up landing; Lots 2440/2435 – construction is progressing.
- Routine Maintenance – Winterizing equipment; Rodent/FOD (Foreign Object Debris) control on going. The chihuahua has been occasionally spotted.
- October 23 and 24 – the MAMA – ADO meeting in Helena. The Airport Superintendent, Deputy Public Works Director of Transportation and City Planner attended. Some items that were discussed: ADO updates; FY2020 Grant Schedule; Capital Improvement Plan; Planning & Environmental Updates; Zoning & Compatible Land Use.
- Advertising for the Engineering Consultant (required every five years by the FAA) will begin on 11/19. There will be a selection committee to review the submitted consultant qualification statements. Ideally, one Commissioner will be a member of the selection committee. If interested please let Monte know.

1-3b: Jeff Barnes, Deputy Public Works Director (DPWD), no report for November.

Commissioner Miller inquired if the AWOS transmission issues have been repaired. The Airport Superintendent reported the AWOS has been repaired, it was a loose wire.
2-Airport Grant Update

Item 2-1: AIP-29 (Phase 2 Environmental Study for Purchase of Land in the Runway 11 RPZ) – Toby Eplar, 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 draft Environmental Assessment (EA) report has been resubmitted to the FAA with the updated State Historic Preservation Office (SHPO) determination. J-U-B is waiting for the FAA to issue their comments on the draft. Once the comments are received, they will be incorporated into the Environmental Report. There will then be a three-week advertising period for a public meeting. Once the public meeting is held there will be a one-month public comment period. After the public comment period, the final Environmental Report will be submitted to the FAA for final approval.

Item 2-2: AIP-31 (Construct Hangar Taxi lanes and Taxi ways) – Toby Eplar, J-U-B Engineers updated the Commission on the Taxiway/Taxilane Extension Project. There is a small drainage issue with one taxiway and an adjoining apron. The contractor has a solution and will make the repairs in the spring when they lay the final pavement markings.

Item 2-3 Action Item: AIP-31 Recommend to City Council the Mayor sign the State Aeronautics Grant Award for AIP-31: Construct Hangar Taxi lanes and Taxi ways – Vice Chairman Towner presented the State Grant Agreement and Resolution for AIP-31.

MOVED by Beverly and seconded by Thiel:

The Airport Commission hereby recommend City Council authorize the Mayor to sign the Idaho Aeronautics Grant Agreement and Resolution for AIP-31.

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

MOTION CARRIED

Item 2-4: AIP-30 (Master Plan Update) – Rick Patton, T-O Engineers, updated the Commission on the Master Plan. Mr. Patton asked if the Commission has any comments on the draft Master Plan documents from last month. The Airport Layout Plan (ALP) draft is currently being reviewed by Scott Eaton with the FAA.

The Airport Superintendent asked when is the last day for comments. Mr. Patton indicated comments may be accepted and incorporated until publishing. He anticipates 2-3 weeks until the document is published for the FAA coordination review.

It is anticipated the FAA Coordination review will take 6 weeks. Once the FAA review is complete, the Master Plan will come before the Commission and City Council for final approval.

3-Airport Business

Item 3-1 Action Item: Review Andrew George / Andrew Simmons – Update for their Lot Concept Reservation Request– Mr. George addressed the Commission. Mr. George presented the Commission with a layout alternative for the area where lots 2410-2414 had previously been identified. He also looked at
NAMPA AIRPORT COMMISSION
NOVEMBER 12, 2019

the southwest corner of the Airport. While investigating the southwest corner several challenges were identified. He determined the north east corner (lots 2410-2414) would be the best location.

The layout he is presenting will allow for the three larger hangars, the commercial space and a small 40’x40’ hangar. This plan addresses the 155’ east/west buildable area. The north/south run would be 120’. This will leave 120’ lot to the north.

The Commission discussed the utility setbacks on the east and west sides of the lot.

The Commission indicated they are okay with the proposed layout that Mr. George presented.

DPWD Barnes noted a Concept Plan Review (CPR) meeting will be the next step.

Mr. George indicated a CPR meeting is no problem. He wants to make sure he has the “ok” from the Commission before moving forward.

MOVED by Thiel and seconded by Miller:

*The Airport Commission hereby adjusts the current reservation for Mr. George and Mr. Simmons to be modified per the layout proposal.*

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

**MOTION CARRIED**

**Item 3-2 Action Item:** Review Tim Rambo and Jeff Milch 90-day Concept Reservation Request (tabled at 10-14-19 meeting- Jeff Milch addressed the Commission. At the October meeting he indicated they would be open to leasing the 2400 lot. They are proposing to build two hangars, similar to the Northwest Backcountry development. At this time the hangars will be for private use, but the lot will be developed with the potential for future commercial use.

The Airport Superintendent confirmed that Mr. Milch is aware they would lease the entire lot and not just the footprint of the building. Mr. Milch indicated he is aware they would lease the entire lot.

Councilman Haverfield noted that Mr. Milch and Mr. George should coordinate their proposals to address parking and fire walls.

DPWD Barnes noted a CPR meeting will be needed for this proposal as well.

MOVED by Miller and seconded by Beverley:

*The Airport Commission hereby grants a 90-day concept reservation for lot 2400 for Jeff Milch and Tim Rambo.*

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

**MOTION CARRIED**

MOVED by Miller and seconded by Beverley to **adjourn** the meeting.
NAMPA AIRPORT COMMISSION
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Vice Chairman Towner asked all in favor to say aye with all Commissioners present voting AYE.  
MOTION CARRIED

Vice Chairman Towner adjourned the meeting at 6:03 PM

Passed this 9th day of December 2019

COMMISSION CHAIRMAN

AIRPORT SUPERINTENDENT, SECRETARY
Chairman McGrath called the meeting to order at 6:45 p.m.

Approval of Minutes: Sellman motioned and Kehoe seconded to approve the Minutes of the November 12, 2019 Planning and Zoning Commission meeting. Motion carried.

Report on Council Actions. City Councilor Haverfield reported on City Council actions during the November 18, 2019 meeting: 1) The City of Nampa tree lighting was scheduled for 6:00 p.m., Saturday, November 30th, downtown. Councilor Haverfield emphasized supporting the local downtown businesses. 2) Discussion on the 2020 Census occurring in the coming year. 3) The City of Nampa purchased the Home Federal Building on 12th Ave S and the building has now become the City of Nampa Development Services Building with several City departments moving into that building in the near future; 4) City Council discussed a proposed Ordinance prohibiting the use of handheld electronic devices while operating a motor vehicle, and the decision was made to wait and see what would be happening at the State level; 5) Statements of qualification were received from five different contractors for the new Wastewater Treatment Project – that would probably be in the $100,000,000 to $125,000,000 range; 6) Modification of the Development Agreement for Lost River Townhomes located on E Cherry Ln, east of Can-Ada Rd - approved; 7) Development Agreement and Rezone from RS-6 to RP 1324 11th Ave S - approved; and 8) During the November 4, 2019 City Council meeting, the Amendment to Title 10, Chapter 1 Section 19 pertaining to Self-Storage facilities - all of the Planning Commission recommendations were adopted, as well as an additional modification requiring the Conditional Use Permit Applications for storage facilities go before City Council and then proceed through the design review process.

Chairman McGrath proceeded to the Business Items on the agenda.

Business Item No. 1:
Preliminary Site Plan Approval for Broadmore Recreational Vehicle Park in an IL (Light Industrial) zoning district at the southwest corner of N. Broadmore Way and 4th St No, just south of Indian Creek (155 RV spaces on 11.74 acres for 13.20 average spaces per gross acre – A parcel of land being a portion of Parcel “4” of the Amended Record of Survey Instrument No. 2018-054013, Records of Canyon County, Idaho and lying in a portion of the SE ½ of Section 16, T3N, R2W, BM) for All Terra Consulting, LLC representing Broadmore RV Park LLC (RVP 001-19). – ACTION ITEM

Senior Planner Watkins:
• Watkins reviewed the application for the Preliminary Site Plan for Broadmore Recreational Vehicle Park in an IL zoning district at the southwest corner of N Broadmore Way and 4th St N in relation to compatibility with the surrounding area, traffic, off street parking, traffic circulation, buffering and landscaping.
• According to Watkins, after the preliminary site plan has been approved the applicant will revise the plan according to the conditions and then a final plan will again come before the Planning Commission to ensure compliance with those conditions.
• The proposed Broadmore RV Park, continued Watkins, would comprise 11.74 acres, with 155 RV spaces, 27 visitor parking spaces and 3 common spaces, located on the southwest side of Broadmore Way and west of Northside Blvd.
• The Broadmore RV Park property, continued Watkins, was bordered on the North, South and West by Light Industrial zoned properties, and BC zoning to the east.
• On June 25, 2019, stated Watkins, the Conditional Use Permit for the RV Park use was approved by the Nampa Planning Commission.
• Watkins reported the revised plans for the RV Park were received yesterday and indicate the proposed RV Park will be in compliance with the requirements for: 1,200 sq ft per RV space; required lot width and lot depth; one parking space per RV lot; the number of visitor parking spaces exceed Code requirements; and the open space calculation of 116,094 sq ft is in excess of the required 11,625 sq ft.
• Additionally, noted Watkins: the trash enclosure will be screened; the net density calculation indicate 13.2 spaces per acre - less than the cap of 22 sites per net acre; drive aisles will be paved and at least 20 ft wide; all spaces shall be equipped with water, sewer and electrical utility connections; meeting flood prevention codes with tie downs for specific lots affected by the floodplain/floodway; and, the Preliminary Site Plan appears to be in substantial conformance with the conditions placed on the Conditional Use Permit for the RV Park.

Kehoe motioned and Hutchings seconded to approve the Preliminary Site Plan for Broadmore Recreational Vehicle Park and the southwest corner of N Broadmore Way and 4th St N, for All Terra Consulting, LLC, representing Broadmore RV Park, LLC, subject to:
The Developer/Development shall comply with all requirements imposed by City agencies involved in the review of this matter including, specifically the following:
1. All utilities, streets, paved areas and landscaping must be completed within one year of the start of construction or as otherwise approved by the Planning and Zoning commission;
2. Shall obtain Building Permits for any and all work on site;
3. Provide drive aisle dimensions on the final plan;
4. Shall obtain Right-of-way and Erosion Control Permits prior to work commencing;
5. Provide drainage calcs with final plan;
6. Comply with all Engineering Preliminary Site Plan comments
Motion carried.

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

Public Hearing No. 1:
Subdivision Plat Preliminary Approval for Mossy Creek Subdivision in a RS7 (Single Family Residential – 7,000 sq. ft.) zoning district at 2726 and 2878 Southside Boulevard (54 single family detached lots on 16.53 acres for 3.27 average dwelling units per gross acre – A portion of Section 1, T2N, R2W, BM) for Leavitt and Associates Engineers, Inc. representing IAG Mossy Creek LLC (SPP 049-19). – ACTION ITEM

Chairman McGrath proceeded to public hearing.

Brady Lasher of Lasher Enterprises, 459 E Claymont Ct, Meridian – representing the applicant.
• Mr Lasher presented the application for the Mossy Creek Subdivision.
• Mr Lasher noted the subject property was currently annexed into the City and zoned RS-7.
• The current plat, advised Mr Lasher, had been modified from the previous expired Preliminary Plat to meet current requirements.
• According to Mr Lasher they would be stubbing into the existing sewer line in the subdivision to the northeast.
• In response to a question from Kehoe, Mr Lasher noted the emergency access on the southwest corner of the subject property.

Senior Planner Watkins:
• Watkins reviewed the Preliminary Plat for Mossy Creek Subdivision.
• The property, continued Watkins, had been annexed in 2009 with a Development Agreement and a zoning designation of RS-7.
• The project complies with the Concept Plan recorded in the Development Agreement, within Ordinance 3866 in 2009, and meets or exceeds the development standards for single family subdivisions in the RS-7 zone.
• Watkins noted the surrounding zoning of RS-6 on the east and west and Canyon County enclaved properties on the north and south.
• Watkins reported there would be one main access into the subdivision and a second emergency only access, both on to Southside Blvd.
• The Engineering Division, stated Watkins, has requested an updated Turn Lane Warrant Study to be performed.
• City utilities are available to the site and the Engineering Division has outlined those requirements in the Memorandum from Caleb LaClair, Assistant City Engineer, dated November 13, 2019.
• The Mossy Creek project proposes 54 buildable lots and 4 common lots on 16.53 acres, 3.27 dwelling units per acre.
• According to Watkins, all lots meet or exceed the 7,000 sq ft minimum lot size, the average lot size for the proposed development would be 8,086 sq ft.
• Although the proposed subdivision does abut residential subdivisions in the County, advised Watkins, they are not platted properties, therefore the compatibility requirement was not mandatory.
• The proposed subdivision layout, added Watkins, matches the concept that was approved as Exhibit B in the Development Agreement, and therefore, deemed compliant.
• All lots demonstrate the width and depth required by Code, stated Watkins.
• A revised Landscaping Plan, continued Watkins, has been requested to replace a few of the trees that were shown.
• Watkins discussed the Safe Routes to School in relation to: Ronald Reagan Elementary – walkable; East Valley Middle School – ¼ mile along Southside Blvd and E Greenhurst Rd, with lots of sidewalk gaps to navigate adjacent properties within Canyon County; and, Skyview High School – approximately 1.5 miles and not considered walkable.
• Watkins indicated the COMPASS analysis.
• The Nampa Parks Department requested 20 ft from top of bank along the south side of the Elijah Drain to be deeded and dedicated to the City of Nampa, and also requested the developer construct the pathway as indicated on the Preliminary Plat.
• Watkins reviewed the recommended conditions of approval.

Chairman McGrath proceeded to public testimony.

• Chairman McGrath noted the application before the Commission was a platting discussion and did not involve whether the subdivision should be allowed as the property had already been annexed, zoned RS-7 with an approved concept plan.

Jennifer Eld of 2810 Southside Blvd, Nampa – opposed:
• Ms Eld spoke in opposition to the Mossy Creek Subdivision Preliminary Plat and noted her property was surrounded by the subject property.
• Ms Eld questioned why a Traffic Study had not been required for the proposed development. Ms Eld noted there had been an explosion in growth in the entire valley since the 2006 approval of the original subdivision. With 2 cars per home, continued Ms Eld, there would be well over 100 cars coming in and out of the subdivision on to Southside Blvd.
• Ms Eld added there were no sidewalks and suggested there were no safe routes to walk to Ronald Reagan Elementary school on the extremely busy Southside Blvd.
• Ms Eld reiterated her suggestion that a Traffic Study should be accomplished for Southside Blvd between Locust Ln and Greenhurst Rd.
• Ms Eld inquired where the sewer line would be coming from.

Jesse Eld of 2810 Southside Blvd, Nampa – opposed.
• Miss Eld discussed the issues with groundwater on the subject property.
• The test holes dug on her family’s property continued Miss Eld, quickly filled up with water.
• Miss Eld indicated some pictures of the groundwater indicating how saturated the pasture was with groundwater sometime after the test holes were dug.
• Miss Eld inquired how the subject property could be developed with homes if the groundwater came seeping up.

Barbara Clancy of 2810 Southside Blvd – opposed but did not wish to speak.

Kristin DeBoer of 2858 Southside Blvd, Nampa – opposed:
• Ms DeBoer stated their property was right next door to the proposed emergency entrance to the subdivision.
• Ms DeBoer questioned how they would access the eastern portion of their land behind the fence, and reported they had been told by the original owners they would still have access to their land if the adjacent parcel became an entrance to the subdivision.
• Ms DeBoer questioned if that access to their land would still be available.
• According to Ms DeBoer, the previous owners had been told the subject land was not appropriate for a subdivision due to the fact a lift station would have to go in, as well as other issues with the land.
• The other points of concern, continued Ms DeBoer, were location of fences that would block the view for the existing property owners, would the houses be two stories, and, the preservation of the creek.
• Ms DeBoer discussed the written agreement by the Baxters regarding access when they sold the subject property; as well as tying into the pressurized irrigation for the proposed subdivision.
• Ms DeBoer concurred with the earlier statement regarding the extremely busy traffic on Southside Blvd.

Andrew DeBoer of 2858 Southside Blvd – Nampa – opposed but did not wish to speak.

Janette Scarbrough of 2607 S Bluegrass Dr, Nampa – opposed:
• Ms Scarbrough questioned if there had been any type of environmental impact study completed on the subject property and noted the amount of wildlife in the area, including quail, cranes, and marmots in the rock formation along the Elijah Drain.
• Chairman McGrath responded to a question from Ms Scarbrough and stated there would be a pathway and at least 20 ft between the Elijah Drain and any homes and a fence along the pathway/canal.
• Ms Scarbrough noted the grove of old trees on the subject property and questioned if they would be preserved.

Shane Scarbrough of 2607 S Bluegrass Dr, Nampa – opposed:
• Mr Scarbrough stated they lived on the north side of the Elijah Drain.
• According to Mr Scarbrough, his primary concern was the traffic on Southside Blvd in relation to the number of nearby schools, and no sidewalks, possibly creating a dangerous situation for the children.
• Mr Scarbrough inquired if a Traffic Study had been undertaken for the proposed subdivision.

Dana Ellis of 3111 Southside Blvd, Nampa – opposed but did not wish to speak.

Chuck Kunerth of 3303 E Oklahoma Ave, Nampa – undecided.
• Mr Kunerth had questions regarding the proposed Mossy Creek Subdivision Preliminary Plat regarding: swampy land, fencing, ground water, and wildlife.
• According to Mr Kunerth, he owned the property to the south of the proposed subdivision and ran cattle on most of his property at the present time.
• Mr Kunerth concurred with previous comments regarding how swampy the subject property was, with standing water on a large portion of the land and questioned how homes could be constructed on that land.
• Mr Kunerth inquired how the property would be served by sewer.

Mr Lasher:
• Mr Lasher responded to some of the questions raised.
• Typically, reported Mr Lasher, a 6 ft vinyl fence would be constructed around the perimeter of the property.
• Regarding the groundwater, Mr Lasher advised there were currently 5 test pits on the property, with one test pit showing a depth of 14 ft, and four others ranging from 5 to 4 ½ ft deep.
• The recommendation, continued Mr Lasher, had been slab on grade for the proposed homes.
• Mr Lasher discussed the proposed grading of the subject property.
• According to Mr Lasher he had not looked into the wildlife on the property.
• Mr Lasher stated they would be dedicating 20 ft from the edge of the Elijah Drain bank with a meandering pathway.
• Any trees along the Elijah Drain, continued Mr Lasher, would be retained as much as possible.
• Mr Lasher indicated on the plat the common areas along the drain, and the additional common lots within the development, comprising approximately 11 to 12 percent of the subdivision area.
• If there was an Access Easement Agreement, continued Mr Lasher, then it would be maintained.

City Engineer Badger:
• Badger responded to questions regarding the proposed Mossy Creek Subdivision Preliminary Plat.
• Regarding the traffic concerns, stated Badger, the proposed subdivision did not reach the threshold requiring a full Traffic Impact Study. It did require an evaluation of the entrance roadway and whether turn lanes are necessary there.
• The Traffic Study from 2016 indicated the necessity of turn lanes and the Engineering Division has asked for an update of that Study to verify those turn lanes are still warranted.
• Badger noted Traffic Impact fees of approximately $2800 would be collected from each of the lots upon Building Permit application, which would then be used to accomplish traffic improvements throughout the City.
• The proposed subdivision would be required to put in the turn lane as necessitated by the updated Traffic Study.
• In response to a question from Chairman McGrath, Badger stated the Traffic Studies are designed to identify what the impacts from a project would be to the roadway network.
• The sewer, reported Badger, would connect to the sewer line on Bluegrass Dr, via the existing easement through the storm drain pond.
• Regarding an Environmental Impact Study, continued Badger, there were no endangered species within the area that would necessitate an Environmental Impact Study.
• The existing Elijah Drain, stated Badger, has a 50 ft easement for the Nampa Meridian Irrigation District to either side, and they would typically not allow any encroachment of residential lots within that area, but would, however, allow the pathway within that easement.
• With the current charges for impact fees, continued Badger, they would no longer have to do widening on Southside Blvd unless called for by a turn lane but would still be required to place sidewalks along their frontage.

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

Kehoe motioned and Miller seconded to approve the Preliminary Plat for Mossy Creek Subdivision in an RS-7 zoning district at 2726 and 2878 Southside Blvd for 54 single family detached lots on 16.53 acres for Leavitt and Associates Engineers, Inc, representing IAG Mossy Creek, LLC, subject to:

The Developer/Development shall comply with all requirements imposed by City agencies involved in the review of this matter including, specifically the following:

1. Work with adjacent property owner to establish needs for access and show easement or reference to recorded agreements on the final plat, or explain in writing why this was not needed or achieved;
2. Work with neighbors on preferred fencing solutions, provide fencing plan with final plat submittal;
3. Indicate a top of foundation wall or a finish floor elevation on each lot on the final plat construction drawings;
4. Submit revised landscape plans;
5. Deed and dedicate 20 ft from the top of bank along the south side of the Elijah Drain and construct pathway;
6. Apply for Land Use Change and License Agreement with Nampa Meridian Irrigation District;
7. Developer shall provide 40-feet of public right-of-way along Southside Blvd to be dedicated with final plat;
8. Frontage road improvements along Southside Blvd shall be provided in accordance with Nampa City Code Section 9-3-1.
9. Developer shall provide an updated Turn Lane Warrant Analysis for the Southside Blvd and Mossy Cove Street intersection or provide turn lanes as required by the original Traffic Impact Study.
10. Developer shall construct traffic calming measures (speed hump, cross gutters, bulb-outs, etc.) on E Mossy Cove Street.
11. Developer shall provide an internal stub street with utilities to the southerly and northerly properties for future development connectivity. We recommend stubbing S Mossy Forest Ave to the north and E Mossy Oak Loop to the north.
12. 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.
13. 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.
services. Applicant/Owner shall provide documentation to the Nampa Engineering Division verifying water rights for the full parcel and associated head-gate report from the irrigation district.

14. Utilities shall be constructed to and through the site at the time of property development/redevelopment, and at the sole expense of the Developer. Utility construction to include 12-inch pressure irrigation main in Southside Blvd per the City’s Master Plan from S Stonehedge Drive to E Mossy Cove Street, and eliminate connections to the existing 6 inch main along the west side of Southside Blvd.

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

16. Applicant shall provide an addendum to the Geotechnical Report at the time of Final Plat submittal verifying the 2006 report and providing additional groundwater monitoring data as available.

17. 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.

18. Any exceptions to City adopted subdivision design standards shall/will require separate design [exception] approval from the City Council.

Motion carried.

Public Hearing No. 2: Conditional Use Permit for an Impound Lot/Vehicle Hold Area in a IL (Light Industrial) zoning district at 3913 Summit Lane (A portion of a .70 acre or 30,492 sq. ft. parcel situated in the SE ¼ of Section 13, T3N, R2W, BM and a portion of Lot 1, Block 2, Hillcrest Business Park for Nazar Leskovets (CUP 155 -19). – ACTION ITEM.

Chairman McGrath proceeded to public hearing.

Nazar Leskovets of 1300 N Gage Ln, Nampa – the applicant:
- Mr Leskovets stated he had requested a Conditional Use Permit for a 5,000 sq ft lot for an Impound Lot/Vehicle Hold area.
- Kehoe inquired how many vehicles would be kept on the lot and Mr Leskovets replied there would be about 20 vehicles going on and off the lot.
- Mr Leskovets responded to a question from Kehoe and advised the vehicles would be coming from the Idaho State Police, Nampa Police Department and Canyon County Sheriff.
- Kropp inquired about the fence and Mr Leskovets replied the vinyl slats were already in the existing fence, in order to screen the property from view.

Principal Planner Ashby:
- Ashby reported the applicant’s request was for a Conditional Use Permit for a new Impound Lot/Vehicle Hold business on the subject property.
- According to Ashby, the subject property had been designated within a Light Industrial district on the Comprehensive Plan Future Land Use map, with a Heavy Industrial designation to the north where the salvage yard was located.
- The zoning, added Ashby, was also Light Industrial, with Heavy Industrial zoning further north, Light Industrial zoning to the north and west, Community Business zoning to the west, and Suburban Residential zoning to the south.
- City utilities were available to the property, noted Ashby. Access was from E Summit Ln.
- Ashby reviewed the criteria for approval of a Conditional Use Permit.
- Section 10-22-5. D, noted Ashby, requires all surfaces where a vehicle traverses or would be parked shall be paved.
- Ashby reviewed the Staff Report and recommended conditions of approval, noting the location, size and design and operating characteristics of the proposed Towing/Impound business should be compatible with and not adversely effect the abutting properties and the surrounding neighborhood; the location, design, and site planning of the proposed Towing/Impound Yard would be as attractive as the nature of the use and its location...
and setting warrants; and, the proposed Towing/Impound business would enhance the successful operation of
the surrounding developing area in its basic community function and provide an essential service to the
community or region.

- Ashby noted that in the past, Planning and Zoning has permitted a graveled area behind a building if the area is
  screened from view. However, added Ashby, the staff recommendation was to pave the area.
- The applicant, added Ashby, has stated the property has been screened with slats in the fencing.
- **Kehoe** noted the concern of vehicles leaking oil and fluids and contaminating the ground if the area was not
  paved.

**City Engineer Badger:**

- Badger responded to a question from **Kehoe** regarding the widening of N 39th St.
- According to **Badger**, the City was looking into widening N 39th St in relation to changes at the Airport that
  would change the intersection at N Kings Rd and Garrity Blvd. N 39th St would then become more of the
  entrance to the Airport, but it would be a future project and would not impact the subject property.

**Chairman McGrath** proceeded to public testimony.

**Gordey Dashkel of 709 N 39th St, Nampa – in favor but did not wish to speak**

**Mr. Leskovets:**

- Mr Leskovets responded to a question from Chairman McGrath and stated he was not made aware when he
  submitted the application of the requirement to pave the proposed Impound Lot/Vehicle Hold yard.
- The previous owner, continued Mr Leskovets, repaired vehicle frames inside the shop and had salvage vehicles
  parked outside. If the ground was contaminated, added Mr Leskovets, that contamination had already occurred.
- Mr Leskovets noted there was a drain for water in the front parking area.
- **Chairman McGrath** inquired if it would be a significant impact on operating the business if Mr Leskovets was
  required to pave the area and **Mr Leskovets** replied he would not be able to operate the business if that was a
  requirement.
- **Kehoe** inquired the area that would be paved if that was a requirement and **Mr Leskovets** replied it was a 5,000
  sq ft lot.
- **Mr Leskovets** explained if the vehicle was damaged or there were oil or fluid leaks then the vehicle would be
  drained before putting it into the lot.

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

- Discussion followed regarding requiring paving of the Impound Lot/Vehicle Yard.
- **Ashby** noted that although businesses had been permitted to park vehicles behind a screened fence or wall, that
  had usually occurred with the parking of large trucks or employee vehicles. The proposed use added Ashby did
  have the possibility and concerns regarding contamination of the ground.
- **Kropp** considered if the subject business was allowed without paving, then another business could do the same.
- **Miller** noted the applicant was leasing the property and did not own it, and the required paving would be a
  significant amount of money for a new business.
- Discussion followed regarding possible alternatives to paving.

**Sellman motioned to reopen the public hearing and Kehoe seconded. Motion carried.**

- **Mr Leskovets** stated he had compared the subject property to every tow yard in the City and stated they were
  all graveled lots. Mr Leskovets indicated a photo he had taken of the subject property and the fence was
  completely slatted and the property hidden from public view.
- **Chairman McGrath** noted that salvage lots within the City are graveled.

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

**Garner motioned and Miller seconded to approve the Conditional Use Permit for an Impound Lot/Vehicle Hold Ave in an IL zoning district at 3913 Summit Lane, a portion of Lot 1, Block 2 Hillcrest Business Park for Nazar Leskovets, subject to:**

**Generally:**
1. Developer(s) shall comply with all applicable requirements [including obtaining proper permits – like a Building Permit, etc.] as may be imposed by City agencies appropriately involved in the review of this request (e.g., Nampa Fire, Building, Planning and Zoning and Engineering Departments/Divisions) as the entitlement(s) granted by virtue of the City’s approvals of the requested annexation and zoning assignment do not, and shall not, have the effect of abrogating requirements from those departments/agencies in connection with entitlement of the Property; and,

Specifically:
1. The Conditional Use Permit shall be issued only for a Towing/Impound Business. No outside vehicle salvage shall be allowed.
2. The outdoor parking and yard area adjacent the business shall be maintained free of oil and debris and otherwise maintained in a neat and orderly manner. Any vehicle fluids shall be disposed of at an approved dump site and not on the property.
3. The property shall be continuously maintained in conformance with weed and nuisance ordinance provisions.
4. The Conditional Use Permit is granted only to the property for the duration of the use and shall not be transferable to any other location.
5. Though the back parking area does not need to be paved, the applicant shall make a good-faith effort to protect the ground from contamination.

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

Public Hearing No. 3:
Conditional Use Permit for the existing Bar in the Craft Lounge in a DH (Downtown Historic) zoning district at 320 11th Ave So, Unit 2 Ground Floor, Historic 29th Masonic Lodge (A portion of a .48 acre or 20,909 sq. ft. parcel situated in the SW ¼ of Section 22, T3N, R2W, BM for Nick Boban (CUP 156 -19). – ACTION ITEM

Chairman McGrath proceeded to public hearing.

Nick Boban of 849 Mollywood Ave, Nampa – applicant:
• Mr Boban explained he operated the existing Craft Lounge in the old Masonic Building.
• In 2018, stated Mr Boban they applied for their first liquor permit and that was granted. At that time, added Mr Boban, they had not submitted the Conditional Use Permit application and they were now requesting that approval.
• According to Mr Boban, they have always maintained a safe and upscale environment, only for those 21 and over. The Craft Lounge was very well received, and they are now expanding and taking over the full unit within the building.
• Kehoe noted the letters of support received.

Principal Planner Ashby:
• Ashby reviewed the application for the Conditional Use Permit for the existing Bar in the Craft Lounge in a DH zoning district at 320 11th Ave S, Unit 2, Ground Floor, Old Masonic Lodge Building.
• Ashby indicated the Old Masonic Lodge building, and the location of the lounge.
• According to Ashby, the Brick 29 Restaurant had operated a bar in that facility before it was turned into a full lounge.
• In July of 2017 the Brick 29 Restaurant moved to the newly constructed top floor of the Old Masonic Lodge Building. In December of 2017 the Craft Lounge began operating, and in October of 2019 the Craft Lounge submitted a Building Permit to expand the lounge and because that expansion was more than 25 percent the Conditional Use Permit Application was also required.
• The subject property, continued Ashby, had a Comprehensive Plan designation of Downtown, with a Downtown Historic zoning designation, and located in the same building as the Brick 29 Restaurant.
• Ashby indicated the surrounding businesses to the property, with O’Reilly Auto Parts to the northeast, Alsip Funeral Home to the west, southwest has residential duplexes, and to the northwest was Mike Mussell’s Nampa Town Square facility.
• City utilities are available to the subject property, noted Ashby.
• Ashby indicated the proposed expansion for the Craft Lounge where they would be removing a wall and expanding the lounge.
• Ashby reviewed the Staff Report and recommended conditions of approval.
• According to Ashby there had been a significant amount of correspondence in favor of the Conditional Use Permit approval.
• The applicant, continued Ashby, has a current approved liquor license.
• The previous occupant of the ground floor, Unit 2 space, stated Ashby, operated a bar that was associated with a restaurant, and confusion occurred when the restaurant moved to the top floor of the building and the Craft Lounge should officially have required Conditional Use Permit approval.
• The Craft Lounge portion of the building was well maintained, stated Ashby.
• According to Ashby the City Council had noted they would like Conditional Use Permits for a lounge to not be transferable to the next property owner. **Chairman McGrath** inquired if that was a statutory requirement or an ask. Ashby replied it was an ask.

**Chairman McGrath** proceeded to public testimony.

- **Jerry Dickerson of 3615 S Raintree Dr Nampa** – in favor but did not wish to speak.
- **Dustan Bristol of 11070 W Highmont, Boise** – in favor but did not wish to speak.
- **Samantha Glover of 1516 W Cactus St, Nampa** – in favor but did not wish to speak.
- **Dan Edgerton of 4575 Stamm Ln, No. 307, Nampa** – in favor but did not wish to speak.
- **John Watts of 937 W Mollywood Dr, Nampa** – in favor but did not wish to speak.
- **Helen Watts of 937 W Mollywood Dr, Nampa** – in favor but did not wish to speak.
- **Ashlee Boban of 849 W Mollywood Ave, Nampa** – in favor but did not wish to speak.
- **Patrick Vanderbeek of 419 16th Ave S, Nampa** – in favor but did not wish to speak.
- **Scott Glover of 1516 W Cactus St, Nampa** – in favor.
  - Mr Glover stated he operated Alsip Funeral Chapel, located across the street from the Old Masonic Building.
  - Many times stated Mr. Glover, there were families from out of town that requested recommendations for places to go to eat, drink, or just hang out in a safe environment. Mr Glover advised that many times they send them across the street to Brick 29, as well as the Craft Lounge.
  - Craft Lounge, reported Mr Glover, operated a very comfortable environment, and at no time did you feel threatened. Also, he had no problem with having his wife go to the Craft Lounge alone and being respected by the staff and the patrons.
  - Mr Glover advised he was in full support of the expansion of the Craft Lounge.

- **Kenny Wroten of 4537 E Tuscany Ave, Nampa** – in favor:
  - Mr Wroten stated he was also in favor of the Conditional Use Permit and noted the Craft Lounge was much in keeping with the Downtown Historic zoning and styling. The staff and environment were professional and explained it was a venue for communication and discussing business.

- **Arthur Mortenson of 3404 E Park Ridge Dr, Nampa** – in favor.
  - Mr Mortenson concurred with the comments from Mr Glover and Mr Wroten.

- **Chris Voth of 4466 S Seabiscuit Ave, Boise** – in favor.
  - Mr Voth stated he was an employee of Mr Boban and has worked for him for just over a year.
  - Mr Voth stated he was a 2013 graduate of NNU.
  - According to Mr Voth, Mr Boban has provided an establishment for staff members to cultivate a culture for citizens to come and relax and enjoy themselves.
  - It would be a shame, continued Mr Voth, for the Craft Lounge not to be able to expand. Mr Voth stated he was in full support of approving the Conditional Use Permit.

- **John Bishop of 1311 Cattail St, Nampa** – in favor.
  - Mr Bishop stated the Craft Lounge was a very quiet and adult place to visit, and a place where he could go with his adult children. The affable staff, added Mr Bishop, were always accommodating.
  - Mr Bishop voiced his support for the creative, eclectic type of environment for the community.

- **Luis Caloca of 16 S Mason Creek Rd Nampa** – in favor.
  - Mr Caloca stated he made the decision to live in Nampa as a new graduate in 2004.
• According to Mr Caloca, the Craft Lounge was one of those places that make Nampa what it is today where you can go to celebrate. The Craft Lounge is special, added Mr Caloca, and comfortable, with no threats and you can drink socially.

Rosaura Mustic of 7792 E Tea Party Ln, Nampa – in favor:
• Ms Mustic stated she was a real estate agent and many times she would meet with people coming to the area in the Craft Lounge.
• If people are coming to Nampa, one of the great places to show them is the Craft Lounge, and emphasized it was a locally owned business.
• The Craft Lounge, added Ms Mustic, was a good place for meetings and business, and to meet clients.
• Ms Mustic considered the local small businesses should be supported.
• According to Ms Mustic, she feels safe at the Craft Lounge.

Kim Sorenson of 219 Sunrise Rim Rd, Nampa – in favor.
• Ms Sorenson asked everyone in support of the Craft Lounge to raise their hands. Approximately 20 or more people raised their hands in support.
• Mr Boban responded to a question from Kehoe and stated the only food provided in the Craft Lounge was small appetizer plates, due to the fact the Brick 29 Restaurant was upstairs.
• Chairman McGrath inquired of the applicant his opinion of the City Council request to impose a condition on the Conditional Use Permit that the CUP could not be transferred to another owner/operator.
• Mr Boban replied he was opposed to that condition due to the fact the equity in a business, with the license and ability to operate in that space would be part of the equity. If at some point in the future he would consider selling the business, the business would be worthless if he could not transfer the C-U-P to the new owner.
• Mr Boban considered the suggestion to deny transfer of the Conditional Use Permit would not encourage business in Nampa.

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

Sellman motioned and Miller seconded to approve the Conditional Use Permit for the existing Bar in the Craft Lounge in a DH zoning district at 320 11th Ave S, Unit 2, Ground Floor, Historic 29th Masonic Lodge, for Nick Boban, subject to:
Generally:
1. Developer(s) shall comply with all applicable requirements [including obtaining proper permits – like a Building Permit, etc.] as may be imposed by City agencies appropriately involved in the review of this request (e.g., Nampa Fire, Building, Planning and Zoning and Engineering Departments/Divisions) as the entitlement(s) granted by virtue of the City’s approvals of the requested annexation and zoning assignment do not, and shall not, have the effect of abrogating requirements from those departments/agencies in connection with entitlement of the Property;
Specifically:
1. The Conditional Use Permit is granted for the Craft Lounge for 320 11th Ave S, Unit 2, Ground Floor, Historic 29th Masonic Lodge only, until such time as it no longer operates as a lounge.
Motion carried with Garner, Hutchings, Kropp, Miller and Sellman in favor and Kehoe opposed.

Public Hearing No. 4:
Annexation and Zoning to RS6 (Single Family Residential – 6,000 sq. ft.) at 842 W. Greenhurst Rd. for a lot split (A portion of Lots 14 & 15 of Home Acres Subdivision No. 6 lying in a portion of the SW ¼ SW ¼ of Section 33, T3N, R2W, BM Canyon County) for David DeMayola (ANN 134-19). – ACTION ITEM

Chairman McGrath proceeded to public hearing.
David DeMayola of 842 W Greenhurst Rd, Nampa – the applicant:

- Mr DeMayola stated he and his wife were originally looking for a property between one half acre and an acre in size, and the subject property was approximately 3 acres in size.
- The intent was to split off the back 2 acres, added Mr DeMayola, they were not currently using.
- In response to a question from Kehoe, Mr DeMayola stated they would access the back 2 acres via the dedicated right-of-way on the west side of the property.

Principal Planner Ashby:

- Ashby stated the applicant had requested Annexation and RS-6 zoning for the subject property in order to split the existing lot into two parcels and sell the northern parcel.
- The Comprehensive Plan designation, advised Ashby, was Medium Density Residential.
- The applicant had requested the RS-6 zoning designation.
- The property was surrounded by Rural Residential zoning to the north, Single Family Residential to the south – RS-6. To the east was County enclaved rural residential, and to the west was an RS-6 zoned property.
- City utilities, advised Ashby, were available in Greenhurst Rd, and access would be from Greenhurst Rd for the front property.
- Ashby indicated the dedicated right of way on the west side of the property and noted the Memorandum of Understanding for the property on the west side of the dedicated right-of-way requiring the roadway be constructed on the dedicated right of way area, once the property at the back developed. There was a Deferral Agreement in place for the road construction.
- It would be a joint responsibility for both the property owner on the west of the dedicated right-of-way, and the subject property on the east side, added Ashby.
- The dedicated right-of-way was currently forty-two (42) ft wide, reported Ashby, and the Engineering Division requested another two (2) ft be added on the east side of the dedicated right-of-way to make it 44 ft wide.
- Ashby reviewed the Engineering Division memorandum dated November 8, 2019, authored by Caleb LaClair listing conditions of approval for annexation of the subject property.
- In response to a question from Garner, Ashby agreed the legal descriptions would have to be revised to include the required dedication of right-of-way of 25 ft for Greenhurst Rd and 2 ft additional for the required dedication of right-of-way on the west side of the property, and the Memorandum of Understanding and Deferral Agreement.

Chairman McGrath proceeded to public testimony.

No public comment forthcoming.

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

Sellman motioned and Miller seconded to recommend to City Council approval of the Annexation and RS-6 zoning for 842 W Greenhurst Rd, (a portion of Lots 14 and 15 of Home Acres Subdivision No. 6, for David DeMayola, subject to:

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.

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 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.

5. The property will be subject to the terms and conditions of the Memorandum of Understanding and Deferral Agreement established with Wolf Building Company dated October 7, 2019 regarding the undeveloped public right-of-way and allowance of a private driveway. The City reserves the right to require a similar Memorandum of Understanding and Deferral Agreement for the subject property at the time of development.

6. Greenhurst Road currently only has 25’ of public right-of-way dedicated. An additional 25’ will need to be dedicated for a total of 50’ from Section Line.
7. The unnamed/undeveloped public right-of-way has 42’ width. As was required by application ANN-00114-2019 and an additional 2’ of public right-of-way shall be dedicated along the easterly boundary of the right-of-way (westerly edge of the property) for a total right-of-way width of 44’ to accommodate the “Reduced Width Local (2)” road section in the Nampa Engineering Process and Policy Manual.

8. The City entered into a Memorandum of Understanding (MOU) and Deferral Agreement with Wolf Building Company for the property located to the west (900 and 904 W Greenhurst Road) regarding the undeveloped public right-of-way. The agreements made allowance for the adjacent properties to construct and maintain a private driveway within the undeveloped public right-of-way until such time as the subject property develops or the number of residential units that take access from the driveway exceeds four. Development of this property may trigger the need to fully improve the undeveloped public right-of-way as stipulated by the agreements or enter into a new MOU and Deferral Agreement with the City at the time of development, dependent on the total number of homes taking access from right-of-way. The applicant should meet with the Engineering Division to discuss access needs and implications of existing agreements prior to development.

Motion carried.

Public Hearing No. 5:
Amendment of Title 10, Chapter 3, Section 10-3-2 containing the Schedule of District Land Use Controls by removing the requirement stated in Note 1 for Residential Land Use/Building Occupancy Type that there be no 220-volt power source for Accessory Dwelling Units (attached or detached) for the City of Nampa (ZTA-00013-2019). – ACTION ITEM

Chairman McGrath proceeded to public hearing.

Principal Planner Ashby:
- Ashby explained there was an existing condition in Chapter 10-3-2 – Land Use Table regarding Mother-In-Law quarters. In the past, continued Ashby, the City did not want the Mother-In-Law quarters to be rented out, so a condition was placed in the Zoning Code stating 220 power would not be permitted for a laundry or kitchen.
- Recently the Nampa Building Department advised him that per International Building Code, and Electrical Code, a 240 Volt electricity service must be supplied to any residence, in order to prevent electrical fires for heating systems, kitchenette appliances, etc.
- According to Ashby, any reference to not permitting a 220 Volt or higher electrical system would then be deleted from the Code.
- The proposed Amendment to the Code, continued Ashby, was solely on whether the higher voltage power was permitted in mother-in-law/guest house quarters.
- Staff, continued Ashby, would continue to try and respond to violations in the Code, if mother-in-law quarters were being converted into rental units, if it became apparent there was a separate address, mailbox, or additional parking structure.

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

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

Hutchings motioned and Miller seconded to recommend to City Council Amendment of Title 10, Chapter 3, Section 10-3-2 containing the Schedule of District Land Use Controls: by Removing the requirement stated in Note 1 for Residential Land Use/Building Occupancy Type that there be no 220-volt power source for Accessory Dwelling Units (attached or detached) for the City of Nampa. Motion carried.

Public Hearing No. 6:
Conditional Use Permit for Vape Sales in a GB1 (Gateway Business 1) zoning district at 5840 E. Franklin Rd. (A portion of Lot 8 in Block 1 of The Idaho Center, as shown on the official plat thereof on file in the office of the Canyon County Recorder in Book 23 of Plats at Page 4 and a portion of the SW ¼ Section 7, T3N, R1W, BM) for Craig Bedford, Bedford Enterprises LLC d.b.a. Nugget CBD (CUP 157-19). – ACTION ITEM
Chairman McGrath proceeded to public hearing.

The applicant was not present

Senior Planner Watkins:
- Watkins advised the CBD portion of the business was an allowed use in the GB-1 zoning district and the Conditional Use Permit Application was for the Vape sales.

Sellman motioned and Kehoe seconded to continue the public hearing for CUP-00157-2019 for Vape Sales at 5840 E Franklin Rd, in a GB-1 zoning district for Craig Bedford, Bedford Enterprises, LLC dba Nugget CBD, to December 10, 2019, due to the absence of the applicant. Motion carried.

Public Hearing No. 7:
Conditional Use Permit for Firearms Manufacturing in an IL (Light Industrial) zoning district at 1604 E. Plaza Loop (Tax 10016 in Lot 14 and part of Lot 1 and 2, Block 1, Mason Creek Plaza and a portion of the SW ¼ Sylvan Heights in Section 14, T3N, 2W, BM) for Brian Kennedy, Precise Innovation LLC (CUP-00158-2019). – ACTION ITEM

Chairman McGrath proceeded to public hearing.

Brian Kennedy of 548 E Woodbury, Meridian – the applicant:
- Mr Kennedy stated he had been at the 1604 E Plaza Loop location for a short period of time.
- According to Mr. Kennedy, they operate a machine shop at that location and were now applying for their FFL in order to manufacture AR-15 rifles.
- In response to a question from Kropp, Mr Kennedy stated he owned the business but leased the property where the business was located.

Senior Planner Watkins:
- Watkins stated the applicant had submitted a Conditional Use Permit application to allow for firearms manufacturing in the space located at 1604 E Plaza Lp.
- The subject property, added Watkins, was within the City limits and zoned IL and the properties to the north, south and east are also zoned IL The property to the west is zoned BC.
- The Light Industrial district, continued Watkins, was intended to create, preserve and enhance areas containing a wide range of manufacturing and related establishments.
- The area has a Comprehensive Plan designation of General Commercial and the location of the building was on the border of the General Commercial and the Light Industrial area, therefore the Light Industrial zoning had been pulled to that property.
- The tenant space comprises approximately 2,700 sq ft and is part of a large building with multiple tenants and shared parking.
- City water, sewer and irrigation services are available to the property, noted Watkins, with access from two points along E Plaza Loop.
- The business will manufacture AR-15 rifles, reported Watkins, and the completed rifles would be stored in a safe within an alarmed secured room. Other completed components would also be stored within that room.
- No direct sales would occur at the subject location and the rifles would be shipped from the location to gun dealers.
- Watkins explained the applicable regulations for approval of a Conditional Use Permit under Nampa City Code, Title 10, Chapter 25.
- Watkins reviewed the recommended conditions of approval for the Firearms Manufacturing facility at 1604 E Plaza Lp, if approved by the Commission.

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

Garner motioned and Sellman seconded to close public hearing. Motion carried.
Kropp motioned and Sellman seconded to approve the Conditional Use Permit for Firearms Manufacturing in an IL zoning district at 1604 E Plaza Loop, Tax 10016 in Lot 14 and part of Lot 1 and 2, Block 1, Mason Creek Plaza for Brian Kennedy, Precise Innovation, LLC, subject to:
1. All requirements of the Nampa Planning, Building, Engineering, and Fire Departments as well as State, or Federal agencies regarding use of the property for a firearms manufacturing business shall be satisfied prior to occupancy.
2. The owner maintains all regulatory permitting, licensures and operational procedures as required by law.
3. Completed rifles will be stored in a safe within an alarmed secured room. Other completed components will be also stored within the secured room.
4. The Conditional Use Permit is granted only to the property for the duration of the use and shall not be transferable to any other location.
Motion carried

Meeting adjourned at 9:25 p.m.

\[Signature\]
Norman L. Holm, Planning Director
\[Signature\]
Norman L. Holm, Planning Director
NAMPA COUNCIL ON AGING
Board of Director’s Meeting
Tuesday, November 12, 2019

1. **Call to Order:** The meeting was called to order by President, Lana Grimmett.

2. **Invocation:** The invocation was given by Donna Eason.

3. **Roll Call:** A quorum was declared by Gary Hindman with the following members present: Carolyn Clark, Donna Eason, Gene Dinius, Susan Geier, Gary Hindman, Lana Grimmett, Jan MacKenzie, Richard Straw, and Terry Zink.

   Members excused: Rita Overman and Karen Stephenson; also present, ex-officio: Sam Atchley, Coordinator and Kortnie Mills (Rec. Center). Guest for today: Mick Morlan.

4. **Open Session**

5. **Minutes:** It was VOTED to approve the 10/8/19 minutes as presented.

6. **Treasurer’s Report:** The report was shared with board members and items were discussed. It was VOTED to approve the report as presented. Note: the ratio of stocks to bonds is being changed through Edward D. Jones, as previously requested by the Board.

7. **Coordinator’s Report and Communication**
   
   Thanksgiving Dinner Thursday, October November 21, 2019.
   
   Christmas Dinner is scheduled for Wednesday, December 18, 2019.
   
   43 new and renewed members are signed up for membership to the Sr. Center for the month of October!

8. **Reports of Officers, Committees, etc.**

   Rita and Susan are on the nominating committee and are looking for board members. Note: we need 3 (three) for the coming year.

9. **Unfinished Business**

   **Vote on FTO (Flex Time Off) changes:** Five options were presented to the Board and we reviewed each of the options. The Board VOTED to go with Option 2 to begin January 1, 2020. Sam will visit with each employee and explain it to each of them personally.

   **Ad-Hoc Committee to update Job Descriptions** was TABLED.

10. **New Business (Topic /Presenter)**

    **Establish the number of board members going forward.** Note: we currently have 10 active Board members. It was VOTED to make the number of Board members at the number 11 (eleven). The vote for new members is in December; the Board size will happen in January, 2020. Note: we will need three new members to the Board. Also note that the city mayor wants to appoint one member to our Board.

    **New copier lease for our two machines:** It was VOTED to adopt the new copier lease as proposed from Pacific Office Automation. It will save an estimated $30/month from the current lease and receive additional benefits of free copying for certain occasions. Pacific will additionally pay off the current contract at no cost to us.
11. **Non-agenda Items**: (discussion only)
   Holiday Gift Basket(s) and 50/50 Raffle – We will start before Thanksgiving. The drawings will be held on Wednesday, December 18th.
   There is a sign-up sheet on the counter at the receptionist’s desk for New Board Members.

12. **Adjournment**: The meeting was adjourned at 1:50 pm.

   The next meeting is slated for Tuesday, December 10, 2019 at 1:00 p.m.

Respectfully Submitted,
Gary Hindman, Secretary
CONSENT TO BID & TASK ORDER AMENDMENT
Middleton Road Rebuild – Greenhurst Road to Roosevelt Avenue
(as approved in FY20 budget; legal review not required)

- The Engineering Division, as part of the Public Works Asset Management Program, identified the need to rebuild Middleton Road between Greenhurst Road and Roosevelt Avenue, approximately 1.5 miles. (Exhibit A, Vicinity Map).

- The Middleton Road Rebuild project includes rebuilding the roadway as well as constructing irrigation, sewer, and water mains within sections of the project.

- The project will be separated into two phases (Irrigation Improvements) and (Road Rebuild).

- The Irrigation Improvements phase is currently out to bid, it will include all time critical work related to irrigation improvements. These improvements must be completed prior to irrigation season and include irrigation boxes, culverts, installing roadside ditches, tiling ditches and constructing outfall locations at the Deer Flat Nampa Canal.

- The Road Rebuild phase will include all other work items including approximately 4575 linear feet of roadway reconstruction, minor widening to accommodate a center turn lane and wider shoulders, and underground utility improvements.

- Right of way acquisitions are required for the project to continue to move forward with construction. Negotiation Services, LLC has been authorized to begin negotiations with property owners to obtain the required right of way to construct the project.

- JUB Engineers has provided a task order amendment for construction engineering and inspection (CE&I) services for the Middleton Road Rebuild project in the amount of $137,172.00. Their additional services are for inspection of both the Irrigation Improvements phase as well as the Road Rebuild phase. (Exhibit B, Task Order Amendment)

- The total combined FY19 and FY20 project budget is $2,975,000.

<table>
<thead>
<tr>
<th>Design</th>
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<tr>
<td>Estimated Construction (Irrigation Improvements)</td>
<td>$ 211,800</td>
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<tr>
<td>Estimated Construction (Road Rebuild)</td>
<td>$1,909,200</td>
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<tr>
<td>Estimated Construction, Engineering &amp; Inspection (CE&amp;I)</td>
<td>$ 137,172</td>
</tr>
</tbody>
</table>

*Estimated Total Project Costs $2,485,145

*ROW Acquisition is not included within the estimated total project costs.

- If bids come in higher than anticipated, the scope of the project may be reduced to allow for project to be within approved budget.
• Engineering recommends proceeding with the formal bid process of the Middleton Road Rebuild project.

**Request:** Council authorize Engineering to proceed with the formal bid process for the Middleton Road Rebuild – Greenhurst Road to Roosevelt Avenue project and authorize Mayor and Public Works Director to sign Task Order Amendment with JUB Engineers for CE&I services in the amount of $137,172.00 (T&M N.T.E.)
**Middleton Rd Rebuild**  
(Greenhurst Rd to Roosevelt Ave)  
*Exhibit A*
PW80019022-A, Task Order Amendment
SOW for CE&I Services

Date: 11/26/2019
Task Order Number: NA. Professional Services Contract
Project Number: PW80019022-A
Project Name: Middleton Road Rebuild (Greenhurst Road to Roosevelt Avenue)
Consultant Company Address: 250 South Beechwood Ave., #201, Boise, ID 83709
Consultant Project Manager/Contact Information: Timothy Blair / 208.367.7330
Original Contract Amount: $226,973.00 (T/M NTE)
Additional Services Contract Amount: $137,172.00 (T/M NTE)
Duration:
Original Contract: 1-year (365 days)
Additional Services: +120-days (Total of 485 Days)

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee. For the purposes of this attachment, ‘Agreement for Professional Services’ and ‘the Agreement’ shall refer to the document entitled ‘Agreement for Professional Services’ executed between J-U-B and CITY to which this exhibit and any other exhibits have been attached:

PROJECT UNDERSTANDING
The project involves roadway improvements along Middleton Road from Greenhurst Road to Roosevelt Avenue, approximately 1.5 miles. The improvements will include roadway reconstruction and widening to include a paved shoulder, curb, gutter and sidewalks, intersection improvements, water, sewer, irrigation and drainage improvements, right of way, and utility relocations or upgrades. The project will be funded using FY19-FY20 CITY funds.

The tasks outlined in this scope of services focus on public involvement, geotechnical investigation, concept, preliminary, final design, right of way, advertisement, bid, and construction phase services.

- Task 1 – Project Management (Covered Under Original Contract)
- Task 2 – Design Services (Covered Under Original Contract)
- Task 3 – Bidding Administration and Support
- Task 4 – Construction Engineering and Inspection, Closeout, Administration Assistance
The tasks outlined in the Scope of Work (SOW) will include four (4) main categories. Add/Remove necessary sub-tasks based on PROJECT complexity and specific requirements.

1. **Project Management**
   
   Not included in this agreement:

   1.1. **Kick Off Meeting** – CONSULTANT will prepare agenda and conduct meeting with CITY staff to discuss project approach, schedule, available information, etc. CONSULTANT will record meeting minutes and transmit to CITY within one business day.

   1.2. **Utility Research Meeting** – CONSULTANT will prepare agenda and conduct meeting with appropriate City utility divisions or Public Utility Companies to gather record drawings, field knowledge and any historical data available. CONSULTANT will record minutes and incorporate research into design.

   1.3. **Council Meeting** – CONSULTANT will prepare exhibits for Nampa City Council meetings and attend council meeting(s) to answer questions, etc. Assume two (2) exhibits and one (1) council meeting.

   1.4. **CITY Meeting** – CONSULTANT will schedule design progress meetings at PROJECT milestones with CITY, prepare agenda and record minutes.

   1.5. **Budget and Tracking** – CONSULTANT to provide monthly progress report(s), detailing expenditures per task to date, percent of budget spent and percent complete. Provide schedule updates, progress report(s) and revisions (if necessary). Monthly progress report(s) will be submitted with monthly invoice(s).

   1.6. **Public Involvement and Outreach Materials**:

   The Langdon Group is our public involvement team whose purpose is to share project information, involve the public, resolve conflict, and serve as the primary public point-of-contact and support agency coordination and meeting facilitation. The Langdon Group will provide public involvement activities that include the following:

   A. **Outreach Material**: The Langdon Group will prepare an initial project information sheet to establish the project message, decision space for public input and to serve as the base project message for initial stakeholder meetings and through the life of the project. This information will be updated at key milestones in the form of a mailer that will be distributed to business owners, interested citizens, and other stakeholders along the project corridor to solicit input for the roadway reconstruction and design, and to announce public open houses. The Langdon Group will use messaging developed for print materials to support city social media (Facebook & Next Door), web and news releases.
B. **Resident/Stakeholder meeting:** The Langdon Group will conduct one-on-one resident/stakeholder meeting with residents, businesses and property owners along the corridor to obtain right-of-entry agreements and inform them of upcoming public involvement opportunities, prior to each open house. The Langdon Group will maintain a database in the form of an Excel Spreadsheet of all public communication and stakeholder contact information.

C. **Public Meetings:** The Langdon Group will manage logistics, prepare materials, make meeting arrangements, inform the public and facilitate three public open houses at the following milestones: 30% design; 95% design; prior to construction in coordination with the contractor. The Langdon Group will also organize and facilitate group stakeholder meetings at 30% design with targeted publics, specifically Home Owners Associations and developers.

D. **Point of Contact:** The Langdon Group will serve as the primary public point of contact throughout the project and be available 24-7 to answers questions and address public questions and concerns.

**Deliverables:**

- Preliminary information sheet and three newsletters prior to each open house.
- Displays/ Graphics for three public open houses and targeted group meeting.
- Social media, web and news release content.
- Stakeholder database including comments received.
- Public involvement summary report.

1.7. **Project Management, Administration and Tracking:** Prepare updated project schedule according to task 1.5 with milestones, project management, and coordination with the project team and Public Works staff. Monitor team progress, action item lists, task deadlines, items needed from CITY; provide documentation, permitting milestones, and critical path items as needed.

**Deliverables:**

- Kick-off meeting minutes;
- Utility Research meeting minutes;
- Progress meeting minutes will be distributed via e-mail to team members within three business days;
- Summary of design review comments including written resolution of each comment;
- Council exhibits and write-up for council meeting
- Monthly Progress reports

2. **Design Services**

2.1. **Geotechnical Investigation:** ALLWEST will complete a soil investigation and roadway section recommendations for the project site.

Scope of services will include the following:
3. **BID/CONSTRUCTION PHASE SUPPORT**

J-U-B will furnish the following services as requested by the CITY:

3.1 **Bid Administration Services:** J-U-B will assist the CITY during the bidding phase as described below or specifically requested by the CITY (2 Packages Assumed):

   A. J-U-B will assist the CITY in the preparation the pre-bid meeting and attend the pre-bid meeting. Meeting elements include coordination, agenda, facilitation and questions.
   B. Respond to Bidders’ questions and prepare and/or advise the CITY in the issuing addenda;
   C. Assist with the bid opening at CITY Hall and assist with the bid review as requested by the CITY and issue a summary of bids and recommendation for award if requested.

4. **CONSTRUCTION ENGINEERING, ADMINISTRATION, AND INSPECTION ASSISTANCE**

J-U-B will furnish the following services as requested by the CITY:

4.1 **Preconstruction Conference:** J-U-B will arrange and conduct the pre-construction conference with the contractor, CITY, and agencies. Meeting minutes will be transmitted electronically within (24-hrs) or one working day. Meeting elements include: coordination, agenda, facilitation, questions and minutes.

   Assumptions:
   - Two meetings assumed, one for the Irrigation Package and one for the Roadway Package.

4.2 **Construction Inspection:** J-U-B will provide a construction engineer and resident project representative (RPR) to assist the CITY’s Project Manager during construction of the project as described below or specifically requested by the CITY. Periodic site visits are assumed over the construction period at the assumed level of effort shown on Attachment A-1.

   A. Project Meetings:
      - Construction Meetings: Hold construction progress meetings with the Contractor. Both J-U-B’s construction engineer and RPR will attend. At these meetings, the Contractor will provide project schedules updates (monthly) and short-term look-ahead schedules detailing the activities planned for the following weeks. For the purpose of estimating fees, (7) construction meetings are anticipated.

   B. Public Involvement: The Langdon Group’s public involvement plan throughout construction will include:
      - Contract requirements for Contractor provided public coordination.
      - Pre-project fliers and door-to-door meetings with impacted owners.
      - One-point-of-contact at The Langdon Group for public comments or concerns.
• One-point-of-contact and regular communication with City project manager, NHD staff & NHD commission meetings (attendance and project updates). Our approach is clear communications chain with J-U-B PM, City PM at all times. Any changes in budget or schedule will be forwarded to the City’s PM for input and approval.

C. Shop Drawing and Product Data Reviews: J-U-B will review shop drawing and product data submittals for compliance with the design and contract documents.

D. Construction Administration: J-U-B will review in coordination with the CITY claims, change order and work directive preparation, address questions or RFI’s, respond to public questions or concerns, and other construction administration activities. Emergency contact information will be provided for after hours.

E. Pay Application Documentation: J-U-B will review completed quantities in pay applications submitted by the Contractor and recommend payment to the CITY’s Project Manager. This will include substantial and final completion pay applications.

F. Observation and Documentation: J-U-B’s RPR shall provide periodic observations during the roadway reconstruction. J-U-B shall promptly notify the CITY’s Project Manager via phone call or meeting if observed non-compliant work.
   1. Pre-Construction video of existing conditions will be provided to the CITY on a (1) DVD or USB Drive.
   2. Observe and confirm required inspections and testing as specified in the contract documents.
   3. Observe sample and test locations when present on-site.
   4. General site review and progress reporting
   5. Verify the products used are the approved products including; concrete and asphalt.
   6. Observe Contractor’s corrections of observed non-compliant work and communicate the results to the CITY’s Project Manager.
   7. Observation Documentation: J-U-B will prepare observation reports on CITY forms recording Contractor hours on the site, weather conditions, equipment (inactive, active) on the project field orders, or known changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail, such as observed testing procedures. Reports shall be sent via Email to the CITY Project Manager. Photos will be taken as appropriate.
G. Close-out Procedures: 1) J-U-B will conduct a walk through with the CITY and prepare a preliminary punch list of remaining items prior to issuing substantial completion and submit to the CITY’s Project Manager. 2) J-U-B will perform a walk-through with the CITY and Contractor to develop a final punch list of remaining items and subsequently review completion of final punch list items and other final completion documentation with the CITY’s Construction Manager/Engineer. 3) Verify Contractor’s inspections and testing reports and their results for conformance with the Contract Documents and advise the CITY Construction Manager/Engineer accordingly. 4) Provide a one-page summary including: before/after pictures, budget, schedule and project highlights.

4.3 Record Drawings: J-U-B’s construction engineer and resident project representative (RPR) will record documented changes to the design and plans throughout construction. Changes will be updated to the plans and specifications upon substantial completion.

4.4 Asset Management: J-U-B will provide Asset Management information to the City upon substantial completion.

4.5 Record of Survey: J-U-B will provide Record of Survey for Middleton Road upon substantial completion.

   A. Monument New R-O-W: J-U-B survey crews to monument new r-o-w with 5/8 inch by 24 inch rebars and plastic caps.

   B. Record of Survey Plats: J-U-B will prepare Record of Survey Plats from approved right of way plans for Middleton Road Rebuild Project.

   C. Record of Survey Plats QC/QA: Quality Control/ Quality Assurance checks will be completed by another J-U-B professional Land Surveyor.

   D. File Record of Survey Plats: J-U-B will plot (3) mylar Record of Survey copies for recording. (1) one copy for City of Nampa records, (1) one copy for J-U-B records and (1) copy for recording at Canyon County Courthouse.

Limitation of Authority: J-U-B shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitation of J-U-B’s authority as set forth in the Task Order and Professional Services Term Agreement.
3. Undertake any of the responsibilities of the Contractor(s) or suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of the CITY or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
7. Accept shop drawings or submittals from anyone other than the CITY.
8. Authorize the CITY to occupy the Work in whole or in part.
9. Act as the construction Contractor’s Quality Control manager or superintendent.
10. Approve the suitability of by-passing pumping or dewatering plans.

**Deliverables:**

- One (1) paper set of related construction administrative documents,
- Three (3) Paper sets of 11”x17” As-built/Record Drawings
- One (1) electronic set of 11”x17” As-built/Record Drawings/AutoCAD Drawings
- One (1) electronic set of pdf copies to CITY Project Manager. Electronic copies of field reports/diaries and testing reports as provided by the Contractor.
- All PDF project files organized according to: PM, Design, Bid and CE&I.
**Project Schedule**

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<th>Task Number</th>
<th>Task Name</th>
<th>Schedule/Milestone*</th>
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<td>Task 1</td>
<td>Project Management</td>
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<tr>
<td>Task 2</td>
<td>Design Services</td>
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</tr>
<tr>
<td>Task 3</td>
<td>Bid Administration and Support</td>
<td>On-going throughout Bidding and Award of Contract – 11/15/2019 – 1/15/2020</td>
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<tr>
<td>Task 4</td>
<td>Construction Engineering and Inspection, Closeout, Administration Assistance</td>
<td>On-going throughout Construction/Substantial Completion on or before 11/1/2020</td>
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**Cost of Services**
Serves will be on a time and materials not-to-exceed (NTE) basis.

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<th>Task Number</th>
<th>Task Name</th>
<th>Amount</th>
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<td>Task 3</td>
<td>Design</td>
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<td>Task 3</td>
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<td>Construction Engineering and Inspection, Closeout, Administration Assistance, (Not included in this Contract)</td>
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<td><strong>TOTAL (T&amp;M N.T.E.)</strong></td>
<td><strong>$137,172</strong></td>
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Attached is the labor estimate and cost summary.

*Attach all supporting information including: a man-hour estimate outlining who will be working on each sub-task and their hourly rate. Include total cost for each sub-task, main task, sub consultant SOW/fees and PROJECT.*
### LABOR-HOUR ESTIMATE

#### J-U-B Project #: PW80019022-A

<table>
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<tr>
<th>TASK NO.</th>
<th>approximate Billable Hourly Rate</th>
<th>Task 1 Total: 0 0 0 0 0 0 0 0 0 $0 $0</th>
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<tr>
<td>Task 1 - Project Management</td>
<td>$193.00</td>
<td>$145.00</td>
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<tr>
<td>Task 2 - Design Services</td>
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<td>Task 3 - Bid Administration and Support</td>
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<td>Task 4 - Construction Engineering and Inspection, Closeout, Administration Assistance</td>
<td>$126,644</td>
<td></td>
</tr>
<tr>
<td>Total (T&amp;M NTE)</td>
<td>$137,172</td>
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#### City of Nampa, Idaho

2018-2020, Middleton Road Rebuild (Greenhurst Road to Roosevelt Avenue)

Revision Date: November 26, 2019

City of Nampa  J-U-B Engineers, Inc.
Task Order Review Checklist

Project: Middleton Road Rebuild (Greenhurst Road to Roosevelt Avenue)

Date: 11/26/2019

SOW should contain the following information:

1) Name of Project
   - Yes ☒ No ☐
2) Name of Firm
   - Yes ☒ No ☐
3) Contact Name and Number
   - Yes ☒ No ☐
4) Current Date
   - Yes ☒ No ☐
5) Page Numbers
   - Yes ☒ No ☐
6) Outline of task(s) to be provided
   - Yes ☒ No ☐
   a) PM, Design, Bid, Construction
7) Project Schedule
   - Yes ☒ No ☐
   a) Milestone Dates and Cost Estimates at PM (Preliminary Design Portion), Design, Bid, Construction
8) Cost of Service
   - Yes ☒ No ☐
   a) (fee for services to be noted "Time and Material Not to Exceed")
9) Any Key Understandings to be noted
   - Yes ☒ No ☐
10) Cover letter with the correct contact information
    - Yes ☒ No ☐

Revised: 8/21/2018
CONSENT TO BID
PUMP MAINTENANCE PROJECTS (FY20)
(as approved in FY20 budget; legal review not required)

- Each year as part of the City’s Asset Management program the Waterworks Division identifies pumps and motors for preventative maintenance.

- For FY20 the Waterworks Division identified 8 irrigation and 2 domestic pumps for maintenance (see Exhibit A).

- The project includes pump maintenance, electrical upgrades to alleviate overheating and soft startup of motors.

- SPF Water Engineering (SPF) has completed the design and specifications. Construction is scheduled for the Spring of 2020.

- Available FY20 funded is from the Water Division irrigation operational funds in the amount of $330,000.

- Project costs are summarized below:

  o Design & Testing $33,100
  o Project Management $7,500
  o Construction Estimate $143,300
  Total $183,900

- SPF Water Engineering has provided an engineer’s estimate and the Engineering Division recommends proceeding with the formal bid process.

REQUEST: Authorize the Engineering Division to proceed with the formal bidding process for the Pump Maintenance Projects (FY20).
Pump Maintenance, FY20
Exhibit A

Project Location
Heron
PRJ4141

Project Location
Copper River
PRJ4143

Project Location
Well 7
PRJ4144

Project Location
Winther
PRJ4146

Project Location
Sweetwood Circle
PRJ4142

Project Location
Hudson
PRJ4140

Project Location
Kings Rd Estates
PRJ4140

Project Location
Well 10
PRJ4145

Project Location
Sunnynridge
PRJ4142

Project Location
Lava Springs
PRJ4141

For illustrative purposes only.

0 0.5 1 Miles

10/22/2019

Project Location (PI Pump) (8)
Project Location (Well) (2)
CONSENT TO BID
Nampa Wastewater Treatment Plant Phase II Upgrades
Project Group D – Primary Digester No. 5 and Related Facilities
(As Approved in Fiscal Year 2020 Budget)

• The Nampa Wastewater Treatment Plant Phase II Upgrades Project Group D – Primary
  Digester No. 5 and Related Facilities is nearing the construction stage

• Project Group D consists of the construction of a new primary digester, modifications to
  existing process piping, a new waste gas flare system, relocation of existing waste gas
  flare equipment, new yard piping, civil grading and paving, site and equipment electrical
  work to support the new process facilities, and instrumentation and controls to support
  the new process facilities

• City consultant, Stantec, is the design engineer for the project. The design will be
  completed in December 2019

• Project Group D expenses will be reimbursed to the City by making withdrawals from the
  Idaho Department of Environmental Quality (IDEQ) State Revolving Fund (SRF) loan,
  which will be paid by the City’s sewer service rates and fees

• Estimated project costs consist of:
  Design Consultant Fees $ 632,560
  Waste Gas Flare $ 200,549
  Estimated Construction Cost $ 6,620,000
  Estimated Construction Engineering/Inspection Cost $ 450,000
  **Total Estimated Project Costs** $ 8,203,109

• Wastewater Fiscal Year 2020 Budget for construction of Project Group D – Primary
  Digester No. 5 and Related Facilities is $9,195,724

• Advertisement for bid is anticipated on January 7, 2020, with the bid opening on January
  28, 2020. Award of contract would occur in February 2020

• Staff recommends proceeding with the bid procurement process for Phase II Upgrades
  Project Group D - Primary Digester No. 5 and Related Facilities construction

**REQUEST:** Authorize staff to proceed with formal bid process for construction of Nampa
Wastewater Treatment Plant Phase II Upgrades Project Group D – Primary Digester No. 5 and
Related Facilities.

WWTP-Phase II Upgrades Group D Primary Digester No. 5 Bid Procurement-Consent
12.16.19
Supporting documents are included with Item 1-05.a
APPROVE NEW LEASE AT NAMPA MUNICIPAL AIRPORT FOR LOT 2004
(Reviewed/Approved by Legal Counsel)

- On April 19, 2016, Gary Bartlow signed a 20-year land lease for Lot 2004 (see vicinity map, Exhibit 1)

- On November 22, 2019, Airport staff received a letter from Gary Bartlow (Lessee) offering Nampa Municipal Airport first right of refusal

- The Lessee also made known he had received an offer to purchase the land lease, with improvements, from Mayflower Place Properties, LLC (Mark Alex Russell)

- On November 22, 2019, Mayflower Place Properties, LLC submitted a lease application

- On December 9, 2019, Lessee signed and returned the termination agreement
  - The termination agreement is contingent upon the sale of the land lease with improvements

- On December 9, 2019, Mayflower signed and returned the land lease agreement

- On December 9, 2019, the Nampa Airport Commission moved to recommend that City Council authorize the Mayor to sign the Agreement to Waive First Right of Refusal and Terminate Lease with Gary Bartlow (see Attachment A) dated April 16, 2016, and sign new Nampa Municipal Airport Land Lease Agreement (see Attachment B), and Memorandum of Lease for Recording (see Attachment C) with Mayflower Place Properties, LLC (Mark Alex Russell) (see Attachment C) effective December 16, 2019, for Lot 2004

REQUEST: Authorize Mayor to sign, (1) Agreement to Waive First Right of Refusal and Terminate Lease with Gary Bartlow dated April 16, 2016, (2) Nampa Municipal Airport Land Lease Agreement, and (3) Memorandum of Lease for Recording with Mayflower Place Properties, LLC (Mark Alex Russell), effective December 16, 2019, for Lot 2004.
AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL AND TERMINATE LEASE – LOT # 2004

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

WHEREAS, on or about April 19, 2016 Lessor and Lessee entered into a Standard Land Lease (“Lease”) for a 64’w x 60’d hangar improvement on Lot #2004 (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 November 22, 2019 Lessor received from Lessee a Notice offering to sell the improvement to it for the sum of $350,000.00

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 November 22, 2019.

2. Lessor and Lessee agree to terminate the Lease effective December 16, 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”

Gary Bartlow

By: ____________________________
Nampa Municipal Airport
Revised Lease Parcel 2004
Boundary Description

Project Number 10-16-026    March 11, 2016

A parcel of land situated in the southwest quarter of the northeast quarter of Section 24, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, and being more particularly described as follows:

Commencing at the center quarter-section corner of Section 24, Township 3 North, Range 2 West, Boise Meridian, from which the east quarter-section corner bears S89°27'56"E, 2641.95 feet; Thence N15°53'22"E, 1256.79 feet to the POINT OF BEGINNING:

Thence N90°00'00"E, 60.00 feet;

Thence S00°00'00"E, 64.00 feet;

Thence N90°00'00"W, 60.00 feet;

Thence N00°00'00"E, 64.00 feet to the POINT OF BEGINNING.

The above-described easement contains 3,840 square feet, more or less.
NAMPA MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

HANGAR LOT 2004
IMPROVEMENTS PURCHASED FROM GARY BARTLOW

LESSEE:
MAYFLOWER PLACE PROPERTIES, LLC
3001 WEST VICTORY ROAD
MERIDIAN, ID 83642

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

EFFECTIVE TERM:
DECEMBER 16, 2019 – DECEMBER 31, 2039
This lease agreement (the “Agreement”) is entered into this 16th day of December 2019 by and between the City of Nampa, a Municipal Corporation of the State of Idaho (“Lessor”), and Mayflower Place Properties, 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 December 16, 2019 (the “Effective Date”) and continue for a period of twenty (20) years from the effective date of this lease, terminating on December 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, 2010 and 2025) 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 Mark Alex Russell shall cease to remain responsible for the day-to-day operation of the rights and obligations of Lessee as set forth in this agreement.


The Lessor reserves the right to enter upon that portion of the leased area outside of the structures which is not covered with asphalt or concrete and perform whatever construction or maintenance is necessary to provide a concrete or asphalt surface at no cost to the Lessee. The Lessor also retains the entire leased area outside the structures as a general utility easement and any surface disturbed by the Lessor in constructing a utility shall be restored to its original condition by the Lessor. Lessee acknowledges that such work, and other related airport activities, will benefit Lessee, though it may cause temporary inconvenience to Lessee. Rent shall be abated as a result of such inconvenience, for the duration of said inconvenience, ONLY if Lessee is unable to access Lessee’s hangar for a period longer than thirty (30) days.


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

15. Hazardous Substances.

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

16. COMPLIANCE WITH LAWS AND REGULATIONS.

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

17. Utilities.

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

18. Taxes and Assessments.

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

19. Fire Hazards.

The Lessee shall not do anything in the Premises or bring or keep anything therein which will increase the risk of fire, or which will conflict with the regulations of the fire department or any fire laws, or with any fire insurance policies on the buildings, or with any rules or ordinances established by the board of health, or with any municipal, state or federal laws, ordinances or regulations. Unless otherwise noted in Section 31, below, NO FUEL MAY BE STORED ON THE PREMISES.

20. Labor Contracts and Employees.

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

21. Right of Inspection; Emergency.

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


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

Lessor shall not be liable for any injury or damage which may be sustained by any person or property of the Lessee or any other person or persons resulting from the condition of said Premises or any part thereof, or from the street or subsurface, nor shall the Lessor be liable for any defect in the building and structures on said demised Premises, latent or otherwise. Lessee shall indemnify and hold the Lessor, the employee(s) of the Lessor, and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage, or expense resulting from Lessee occupation and use of the Premises and the structures thereon, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons, or by reason of damage to any property caused by the condition of the Premises, the condition of any improvements or personal property in or on the Premises, or the acts or omissions of Lessor or any person in or on the Premises with the express or implied consent of the Lessee. This paragraph 23 does not cover intentional acts by Lessor or its employees.

24. Liability Insurance.

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

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

25. Attorney’s Fees.

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


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

<table>
<thead>
<tr>
<th>Lessor</th>
<th>Lessee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nampa Municipal Airport</td>
<td>Mayflower Place Properties, LLC</td>
</tr>
<tr>
<td>c/o Airport Superintendent</td>
<td>3001 West Victory Road</td>
</tr>
<tr>
<td>116 Municipal Drive</td>
<td>Meridian, ID 83642</td>
</tr>
<tr>
<td>Nampa, ID 83687</td>
<td></td>
</tr>
</tbody>
</table>

27. Maintenance.

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


The following obligations are assumed by Lessee and include the following: the Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall use the Premises not in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation. Subtitle A. Office of the Secretary, Part 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:  
Mayflower Place Properties, LLC  
By:  
Mark Alex Russell, Manager

By:  

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

By:  
Mark Alex Russell  
Date

By:  
  
Date
Exhibit A

Airport Lot #2004: 64’ wide x 60’ deep = 3,840 square feet at $0.269 per square foot = $1,032.96 per year

Payment by Gary Bartlow for 2019 will be transferred. No additional payment due for 2019.
Nampa Municipal Airport  
Revised Lease Parcel 2004  
Boundary Description  
Project Number 10-16-026    March 11, 2016

A parcel of land situated in the southwest quarter of the northeast quarter of Section 24, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, and being more particularly described as follows:

Commencing at the center quarter-section corner of Section 24, Township 3 North, Range 2 West, Boise Meridian, from which the east quarter-section corner bears S89°27'56"E, 2641.95 feet;  
Thence N15°53'22"E, 1256.79 feet to the POINT OF BEGINNING:

Thence N90°00'00"E, 60.00 feet;  
Thence S00°00'00"E, 64.00 feet;  
Thence N90°00'00"W, 60.00 feet;  
Thence N00°00'00"E, 64.00 feet to the POINT OF BEGINNING.

The above-described easement contains 3,840 square feet, more or less.
MEMORANDUM OF LEASE
FOR RECORDING

THE PARTIES hereto are the CITY OF NAMPA, a Municipal Corporation of the State of Idaho, hereinafter referred to as “Lessor,” and MAYFLOWER PLACE PROPERTIES, LLC, an Idaho Limited Liability Company, hereinafter referred to as “Lessee.”

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

Premises. The Lessor shall lease, and the Lessee shall let that real property, herein called the “premises” situated at the Nampa Municipal Airport, in Nampa, Canyon County, Idaho, and described as follows, to-wit:

See Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full, together with rights of ingress and egress as approved by the Airport Superintendent.

Other Provisions. This Memorandum is subject to all of the terms and provisions of the formal agreement of the parties dated December 16, 2019, pertaining to the lease of the premises, which formal agreement is, by this reference, incorporated herein and made a part hereof.

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

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

Dated this ____ day of ___________ 2019.

LESSOR:
CITY OF NAMPA
By: ____________________________
   Debbie Kling, Mayor

Attest:

______________________________
Deborah Rosin, City Clerk

By: ____________________________
   Montgomery Hasl, Airport Superintendent

LESSEE:
MAYFLOWER PLACE PROPERTIES, LLC
By: ____________________________
   Mark Alex Russell, Manager
STATE OF IDAHO 

County of Canyon 

On this ___ day of _____________, 2019, before me, ________________________, a Notary Public, personally appeared Debbie Kling, Deborah Rosin and Montgomery Hasl, the Mayor, City Clerk, and Airport Superintendent, respectively, of the CITY OF NAMPA, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same and were so authorized to do so on behalf of the CITY OF NAMPA.

Notary Public for Idaho
Commission expires: ________________

State of ________________ )

County of ________________ )

On this ___ day of _____________, 2019, before me, ________________________, a Notary Public in and for said State, personally appeared Mark Alex Russell, known or identified to me to be the Manager of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

Notary Public for Idaho
My Commission Expires: ________________
EXHIBIT A

Nampa Municipal Airport
Revised Lease Parcel 2004
Boundary Description

Project Number 10-16-026   March 11, 2016

A parcel of land situated in the southwest quarter of the northeast quarter of Section 24, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, and being more particularly described as follows:

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Thence N90°00'00"E, 60.00 feet;

Thence S00°00'00"E, 64.00 feet;

Thence N90°00'00"W, 60.00 feet;

Thence N00°00'00"E, 64.00 feet to the POINT OF BEGINNING.

The above-described easement contains 3,840 square feet, more or less.
# City of Nampa
## Bank Accounts
### For month Ended November 2019

<table>
<thead>
<tr>
<th>Bank</th>
<th>Acct No</th>
<th>Ending Bank Balance</th>
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<tbody>
<tr>
<td>Wells Fargo Medical Trust Checking</td>
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<td>Wells Fargo Depository</td>
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<td>Wells Fargo Utility Billing</td>
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<td>Wells Fargo Police Special Ops</td>
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<td>Wells Fargo Police SIU</td>
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<td>Wells Fargo Parks Impact Fees</td>
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<tr>
<td>Wells Fargo Police Impact Fees</td>
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<td>Wells Fargo Fire Impact Fees</td>
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<td>Wells Fargo Streets Impact Fees</td>
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<td>Wells Fargo 2018 WW System Promissory Note Reserve Fund</td>
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<td>2XXXX006613</td>
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<td>Wells Fargo Workers Comp Custody Account</td>
<td>2XXXXX200</td>
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<tr>
<td>US Bank GO Refunding Bond Series 2012 Bond Fund</td>
<td>2XXXX5000</td>
<td>$-</td>
</tr>
<tr>
<td>US Bank LID No. 148 Series 2010</td>
<td>1XXXX6000</td>
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<td><strong>Idaho Center Accounts:</strong></td>
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<tr>
<td>Wells Fargo - ICTickets Trust Account Horse Park</td>
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<td>Wells Fargo - Idaho Center Operations</td>
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<td>Wells Fargo - Id Ctr ATM Bank Account</td>
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<td><strong>Civic Center Accounts:</strong></td>
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<td>7XXXX46329</td>
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<td><strong>City Investment Accounts</strong></td>
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<td>LGIP 2156-Pooled Cash</td>
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<td>US Bank Custody Account</td>
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<td>City of Nampa Municipal LID's</td>
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<tr>
<td><strong>Grand Total Cash</strong></td>
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<td>$83,049,025.76</td>
</tr>
</tbody>
</table>
RESOLUTION NO.  58-2019

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

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

WHEREAS, the City Clerk of the City of Nampa has proposed the periodic disposal of scrap metal from the Wastewater Division, which disposal will be at any time throughout the year when the pile of scrap metal becomes too large and needs to be recycled; and

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

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

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

   Scrap metal from the Nampa Waterworks Division

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

RESOLVED this 16th day of December, 2019.

Approved:

________________________
MAYOR DEBBIE KLING

ATTEST:
________________________
City Clerk
RESOLUTION NO. 59-2019

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

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RESOLVED this 16th day of December, 2019.

Approved:

______________________________
MAYOR DEBBIE KLING

ATTEST:

________________________
City Clerk
Street Division Snow Removal

Street Division staff have begun winter maintenance activities. Crews are applying salt and salt brine materials as needed. The following highlights man hours and material expenditures:

FISCAL YEAR 2020 TOTALS

<table>
<thead>
<tr>
<th>Task and/or Material</th>
<th>Hours</th>
<th>Gallons</th>
<th>Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>55.75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Hours</td>
<td>18.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Issues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td><strong>73.75</strong></td>
<td><strong>35,181</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task and/or Material</th>
<th>Hours</th>
<th>Gallons</th>
<th>Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brine</td>
<td></td>
<td><strong>35,181</strong></td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
<td></td>
<td><strong>0</strong></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td><strong>46</strong></td>
</tr>
</tbody>
</table>

Snow/Water Event No. 1 Report for November 19 - December 2, 2019

<table>
<thead>
<tr>
<th>Task and/or Material</th>
<th>Hours</th>
<th>Gallons</th>
<th>Yards</th>
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<td><strong>0</strong></td>
</tr>
<tr>
<td>Salt</td>
<td></td>
<td></td>
<td><strong>46</strong></td>
</tr>
</tbody>
</table>

COMPASS Leadership in Motion Award to Street Division

The Public Works Department (PWD) is pleased to announce that PWD Street Division staff, under Street Superintendent Don Barr’s guidance, has been selected as the recipient of the 2019 Community Planning Association of Southwest Idaho (COMPASS) Leadership in Motion award in the “Leadership in Government, Canyon County” category (see Attachment A). With a strong emphasis on customer service, safety, and innovation, the Street Division has continued to go above and beyond expectations to provide efficient and sustainable development of public infrastructure for Nampa’s future.
In 2019, the Street Division sought out training to further refine the already successful chip seal program. The team adjusted rock and oil application rates, leading to reductions in sweeping time, minimizing damage to vehicles, and an improved overall product. These refinements helped in marking the second time, in the City’s history, that the Nampa City Clerk’s Office had not received any rock chip insurance claims. The Street Division also implemented a salt brine system to enhance the snow maintenance level of service. The implementation of brine has reduced the amount of salt used per storm, allowed for quicker snow and ice melt thus resulting in fewer accidents and delays, reduced sweeping time and enhanced road aesthetics.

Between the chip seal and salt brine improved processes it is estimated nearly $140,000 per year has been saved in operational costs. The commitment to quality by Street Division staff, and Street Superintendent Don Barr, is a prime example of Mayor Kling’s citywide challenge to provide excellent customer service and to be good stewards of taxpayer resources.
November 25, 2019

Mr. Don Barr, Superintendent  
Public Works Department, Streets Division  
City of Nampa  
411 3rd St. S.  
Nampa, ID 83651

RE: Leadership in Motion Award

Dear Mr. Barr:

Congratulations! The City of Nampa Public Works Department, Streets Division has been selected as the recipient of the 2019 Community Planning Association of Southwest Idaho (COMPASS) Leadership in Motion award in the “Leadership in Government, Canyon County” category.

Through your leadership, the Streets Division has developed a collaborative culture where staff are encouraged to research and implement innovative strategies that help reduce costs, improve level of service, and provide optimal safety for the city. Your ongoing emphasis on customer service, safety, and innovation has propelled the Streets Division to go above and beyond expectations to provide efficient and sustainable development of public infrastructure for Nampa’s future. Of particular note are changes you have made to your chip seal program and your new salt brine system to enhance snow maintenance level of service.

The award will be presented at the annual COMPASS/Valley Regional Transit Board of Directors’ holiday luncheon on Monday, December 16, 2019, at 12:00 pm at the Nampa Civic Center. Please plan to attend to accept this award on behalf of the Public Works Department, Streets Division.

Your nomination was submitted by Public Information Coordinator Tiffany McCree. Ms. McCree will be invited to attend the awards ceremony as well.

Please RSVP for the luncheon and awards ceremony to Morgan Andrus at 208/475-2225 or mandrus@compassidaho.org by Monday, December 9, 2019.

Again, congratulations on behalf of myself and the entire COMPASS Board of Directors.

Sincerely,

Matthew J. Stoll
Executive Director

C: Mayor Debbie Kling
At the time of Publication This Item Had no Supporting Documentation
Application to be considered for
City-Appointed or Volunteer Positions

Applications will be accepted when vacancies occur.

SECTION 1: Position applied for:
☐ Airport Commission
☐ Arts and Historic Preservation Commission
☐ Bicycle and Pedestrian Advisory Committee
☐ Boards of Appraisers
☐ Building and Fire Code Board of Appeals
☐ Comprehensive Plan Advisory Committee
☐ Council on Aging
☐ Crow Management
☐ Design Standards Committee / Building and Site Design Standards Committee
☐ Economic and Community Development Commission
☐ Golf Course Commission
☐ Healthy Impact Nampa Coalition
☐ Impact Fee Advisory Committee
☐ Library Board
☐ Nampa Development Corporation
☐ Nampa Housing Authority
☐ Planning and Zoning Commission
☐ Venue Management Advisory Commission
☐ Wastewater Design Review Committee
☐ General Volunteer Position

Name: Michaela J. Franklin
Home Address: 2118 W. Rosten Ave. Nampa, ID 83686
Telephone: 208-283-5624
E-mail Address: michaela-franklin@yahoo.com
Occupation: Security for State of Idaho

Are you currently serving on the above selected Commission/Board/Committee and wish to be reappointed? ☐ Yes ☒ No (If yes; please skip to Section 3.)

SECTION 2:
Are you a resident of the City of Nampa? ☒ Yes ☐ No
If not, do you live in Nampa’s area of impact? ☐ Yes ☐ No

Why do you want to become involved?
As I get older I realize I am more interested in the city and its growth.

Are you currently engaged in any local service clubs or other organizations? ☐ Yes ☒ No
If so, please list: ________________________________

What areas of city government are of most interest to you? Downtown & Future growth

Have you participated in any level of volunteer government services in the past? ☐ Yes ☒ No
If so, please list: ________________________________

SECTION 3:
Do you understand the time commitment required to attend meetings and review/research data to make recommendations? ☒ Yes ☐ No

Signature: Michaela Franklin
Date: 8/7/19

First time applicants must include a resume and letter of interest. Individuals wishing to be reappointed should include a letter indicating their reason for wanting to continue their service. Please return completed application and supporting documentation to: City Clerk’s Office, City of Nampa, 411 3rd Street South, Nampa, ID 83651
Michaella Franklin

2118 W. Rosten Ave, Nampa, ID 83686
208-283-5624
michaella_franklin@yahoo.com

SUMMARY OF QUALIFICATIONS

- 20+ years Management/Supervisor/Customer/Vendor relations and safety experience
- 400+ employees supervised in Retail/Grocery industry
- Supervisor experience in 10 multi-unit management facilities
- Registered medical assistant AMT ID: 283234
- Certified phlebotomist ID: 706600
- Idaho Child Passenger Safety Technicians ID: 778388
- Certified Idaho State Police ILETS/NCIC
- Certified Basic Life Support (BLS)
- Level 2 CJIS (Criminal Justice Information Systems) Security Training 6/18/19

SKILLS

- Microsoft Word, Excel, Outlook and PowerPoint.
- Advanced mastery of eClinical Works.
- Basic Life Support (BLS)
- Oleoresin Capsicum (O.C.)
- Basic Law/Law enforcement terminology
- Leads On Line/TLOxp (TransUnion)
- ILETS/NCIC and Availweb
- Report writing in Spillman (Law enforcement software program)
- Effectively Coordination/Communication with other Federal/State and local law enforcement agencies
- Abandoned Vehicles/parking hazards/illegal parking/traffic control
- Evidence collection/packaging/latent fingerprinting/chain of custody/Photography/canvassing
- Child Abduction Response Team (C.A.R.T)
- Emergency Vehicle Operator Course (EVOC)
- Juvenile Runaway/Missing persons
- Auto theft and recovery
- Calls for service which is not limited to: Fraud/Identity theft/Automotive
- Burglaries/Theft/Burglary/Graffiti/Vandalism
- Effective verbal communications with the general public/business owners/Retail and Service station/Asset
- protection teams/City employees/Federal and State agencies and other law enforcement personnel

EXPERIENCE

Proctor
National Center for Competency Testing, ID

• Invigilation individuals during testing.

June 2010-Present
Professional Security Officer
CBI Security Services, Boise, ID
May 2019-Present

- The Professional Security Officer is the heart of CBI Security. Officers allow CBI to accomplish CBI's company's core purpose which is "to serve, secure and care for the people and businesses in our communities". The Professional Security Officer is responsible for the safety and security of the facilities they protect. CBI security officers act as a visible deterrent to crime and client rule infractions.
- Officers detect and report suspicious, unsafe or criminal acts at or near their assigned posts which may be a threat to the people, property, or information at the site.
- Ensure the facility is provided with high quality security services to protect people and property.
- Report safety concerns, security breaches and unusual circumstances both verbally and in writing.
- Build, improve and maintain effective relationships with both client employees and guests.
- Answer questions and assist guests and employees.
- Answer phones or greet guests / employees in a professional, welcoming manner.

Community Service Officer (CSO)
Nampa Police Department, Nampa, ID
April 2018-March 2019

MISSION STATEMENT
Nampa Police Department Mission Statement: Through integrity, teamwork and excellence it is our mission to respectfully protect and serve our community.

Core Values:
- Integrity – We will serve our community with strong moral and ethical principles in our actions.
- Teamwork – We will work in cooperative effort with community leaders, citizens and employees to accomplish our goals and reduce crime.
- Excellence – We will set a high standard of professionalism in our performance and provide valuable, quality service.

- Provides initial public contact for walk-in public, including providing information and directions, participating in the completion of accident report forms, and interpreting for Spanish speakers as necessary.
- Collects, labels, and processes found property and evidence, including correlating found property with property invoice, participating in crime scene security, taking photographs, contacting owners, labeling and processing evidence, routing evidence by chain of custody, releasing evidence to officers, ensuring availability of evidence for court and related personnel upon appropriate authorization, accounting for film development and distribution, and responding to requests for video and audio tapes.
- Marks and tags abandoned vehicles, including arranging for tow of vehicles, completing accompanying paperwork and files, location owners via license plate number of VIN number, advertising vehicle auctions, and notifying owners of auction dates and locations.
- Performs miscellaneous support duties, including maintaining log of found bike book, participating in errands such as certifying postage meter machine and obtaining change from the bank, providing crowd and traffic control upon request, and participating in location missing persons.
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions.
- Receives and provides clear, constructive feedback regarding work performance (to/from individuals or groups) and provides clarification as necessary.
- Attends meetings, conferences, workshops, and training sessions and reviews publications and audiovisual materials to become and remain current on principles, practices, and new developments in assigned work areas.
- Assumes responsibility for other duties as required or assigned.
Administrative Medical Assistant
Idaho Physical Medicine & Rehabilitation, Meridian, ID  
August 2010-January 2018
- Maintain assigned physician’s schedule. Increase the physician’s efficiency by handling all of the assigned provider’s administrative needs.
- Member of our process improvement policy team.
Results:
- Increased patient count by 39% over last year.
- Received excellent customer service award.

Account Manager
MPC Computers, Nampa, ID  
May 2005-January 2009
- Prospected, acquired, developed and maintained commercial accounts.
- Sold products and services to an established group of commercial customers.
- Prospected for new commercial customers.
- Worked with relationship business customers to quote process, negotiate, provide technical product information and provide overall support on an ongoing basis.
- Provided customer service to commercial accounts including analyzing needs and recommending solutions, quoting prices, tracking orders and handling customer concerns.
- Provided solutions, configurations and pricing.
- Provided total solution to fit customers’ current and projected future needs.
Results:
- Exceeded sales quote consistently each quarter.

Store Manager
Colortyme, Nampa, ID  
February 2004-May 2005
- Supervised account manager, payday loan manager, driver and sales associates.
- Oversaw operations of the unit.
- Followed up on collections and new accounts.
- Extensive customer service relations.
- Phoned all new customers regarding service.
Results:
- Increased sales by 35% over last year sales and awarded a trip to Mexico.

CO-Manager
Wal-Mart, Caldwell, ID  
March 2000-June 2004
- Planned/Supervised/Evaluated operations, merchandise and financial areas within the store to maximize the sales and profitability of assigned area of responsibility.
- Interviewed all new potential employees.
- Handled customer inquiries.
Results:
- Utilized effective SWAS planning and execution. Lawn and Garden received an award for 31.52% increase in comp sales for District 131.

Managing Director/Operating Partner
HB Boys, L.C. (Burger King), Boise, ID  
January 1992-March 2011
- Oversaw operations of multiple restaurants within a specified area.
- Supported the development of expansion plans with the region. Coordinated pre-opening activities for new sites and maintained the profitable operations of existing facilities.
- Worked with the managers of individual units within the region to ensure standards were achieved. Made decisions that contributed to the success of each restaurant, including: hours of operation, staffing levels at different times of the day, menu enhancements, vendor selection, support for community activities, recruitment strategies and equipment maintenance schedules.
- Provided training to restaurant managers in new food preparation, new kitchen equipment and changes in company policy.
- Oversaw all budget guidelines. Ensured compliance with company budget and expansion plans.
- Monitored each unit to ensure high standards of quality, service, cleanliness and safety were maintained.

Results:
- Received a Platinum Award with a QA score of 108% and 1996 Promotional Partnership Award.

EDUCATION
- Bachelor’s Degree in Healthcare Administration, Stevens-Henager College, Boise, ID, October 2011. President’s Honor List (4.0 GPA).
- Associate of Occupational Studies Degree in Medical Specialties, Stevens-Henager College, Boise, ID, May 2010.
- Associate of Arts in Business Management Degree (specializing in Computerized Office Administration), Phillips Junior College, Campbell, CA, Feb. 1991. President’s Honor List (4.0 GPA).

VOLUNTEER ASSISTANT COORDINATOR
Nampa Police Department
- Orientation for all new volunteers
- Works closely with board members and members as go between the coordinator and volunteers
- Organizes events such as; Nampa Police Department Open House, Tours of the Nampa Police Department and Civic events throughout the city
  - St Al’s open house
  - Karcher Mall Cabin Fever Reliever
  - Nampa Senior Fair
  - Nampa Tree lighting
- Works closely with other agencies and entities
- National Night Out-volunteer side of it, Shred Day and Drug Take Back Day
- Parades, Halloween events, God and Country Rally-volunteer side of it
- Helped organize the Citizen’s Academy
- Shop with a Cop-volunteer, Salvation Army-volunteer, and Toys for Tots-volunteer
- Traffic control for events, accidents, Abandoned vehicles, Crime Prevention, Vacation watch and CART
- Fundraising which included Ran campaign to get businesses to donate food to the citizen academy
- Patrolling city as eyes and ears for the police including bike patrol on the Greenbelt
- Coordinated with volunteers to work in specific divisions within Nampa Police Department
- Role playing and works closely with training coordinator for role playing Sarah Davis
- Coordinated with Sgt. Burns with similar training requests for volunteers
- Organized member contact list with pics, Created event calendar and streamlined process for secretary
- Organized leads for volunteer groups and created a binder system that is easy to follow and understand for each volunteer and is kept updated and accessible to all volunteers
- Ran campaign to get businesses to donate food to the citizen academy with downtown association and Councilwoman Sandi Levi to bring events to downtown Nampa
- Volunteer recruitment, training for all new volunteers and Streamlines all of our processes
- Watches out for potential issues/concerns/problems within the program
To Whom it may concern,

As a community member of the City of Nampa, I am very interested in serving as a P&Z member.

I have volunteered several hours working towards making Nampa become the best city to live in.

I believe volunteering as a P&Z member will continue my path of helping keep the City of Nampa a great place to live.

Sincerely,

Michaella Franklin

Sent from Yahoo Mail on Android
Application to be considered for
City-Appointed or Volunteer Positions

Applications will be accepted when vacancies occur.

SECTION 1: Position applied for:

☒ Airport Commission
☒ Arts and Historic Preservation Commission
☒ Bicycle and Pedestrian Advisory Committee
☒ Boards of Appraisers
☒ Building and Fire Code Board of Appeals
☒ Comprehensive Plan Advisory Committee
☒ Council on Aging
☒ Crow Management
☒ Design Standards Committee / Building and Site Design Standards Committee
☒ Economic and Community Development Commission
☒ Golf Course Commission
☒ Healthy Impact Nampa Coalition
☒ Impact Fee Advisory Committee
☒ Library Board
☒ Nampa Development Corporation
☒ Nampa Housing Authority
☒ Planning and Zoning Commission
☒ Venue Management Advisory Commission
☒ Wastewater Design Review Committee
☒ General Volunteer Position

Name: Tom Turner

Home Address: 4210 E Indigo Ct, Nampa, ID 83687

Telephone: 208-249-2132

E-mail Address: tomturner61@gmail.com

Occupation: Realtor

Are you currently serving on the above selected Commission/Board/Committee and wish to be reappointed?

☒ Yes ☐ No (If yes; please skip to Section 3.)

SECTION 2:

Are you a resident of the City of Nampa?

☒ Yes ☐ No

If not, do you live in Nampa’s area of impact?

☒ Yes ☐ No

Why do you want to become involved?

As a Realtor I would like to see smart growth take place as well as making sure we continue to work with developers to continue to grow the city in the right direction.

Are you currently engaged in any local service clubs or other organizations? ☒ Yes ☐ No

If so, please list: Nampa Chamber member

What areas of city government are of most interest to you? Development and growth

Have you participated in any level of volunteer government services in the past?

☒ Yes ☐ No

If so, please list:

SECTION 3:

Do you understand the time commitment required to attend meetings and review/research data to make recommendations?

☒ Yes ☐ No

Signature: Tom Turner

Date: 10/17/2019 4:40 PM MDT

First time applicants must include a resume and letter of interest. Individuals wishing to be reappointed should include a letter indicating their reason for wanting to continue their service. Please return completed application and supporting documentation to: City Clerk’s Office, City of Nampa, 411 3rd Street South, Nampa, ID 83651
October 22, 2019

This letter is to let you know that I would be interested in serving on the Planning and Zoning Commission. I have lived in the same house in Nampa since it was built 2002, and I have been a Realtor since 2004. Before that I was in construction for about 30 years.

I believe we need to keep Nampa growing, however we need to do it in a smart way. We need to look at the time it takes a developer/builder to submit something until it gets approval, and also look at ways to bring in more affordable housing. The continued growth in the Treasure Valley is expected to continue for a while, so what can Nampa do to assist the builders and developers so that that growth does not just continue to move west as it is currently doing.

Nampa also needs to continue to track business to the area, and especially ones with better paying jobs, so that our work force doesn’t have to commute from Notus and Parma in a few years, like what is currently happening with those that are commuting every day from Nampa and Caldwell to Meridian and Boise.

We also need to look at ways to move traffic around and through the city better. We have a lot of residential homes towards the south of town, with a lot of room to build more, but we have to be able to get those people to the freeway, or Amazon, or Prefab Logic quicker.

Thank you for considering me for the vacancy.

Tom Turner
208-249-2132
October 22, 2019

I have lived in Nampa over 17 years.
I have been a Realtor for more than 15 years.
I am currently serving as the West District Vice President for Idaho Realtors.

I served as President for the Nampa Association of Realtors in 2017 and 2009, as well as President Elect, Vice President, Secretary, and Local Director positions.

I served as President for the Canyon County Chapter of Women’s Council of Realtors in 2010 & 2011, as well as President Elect, Vice President and Treasure.

I was Realtor of the Year in 2009 For the Nampa Association of Realtors.

In 2012 I was chosen as the Nampa Association of Realtors Unsung Hero Award and also the Canyon County Chapter of WCR as their Entrepreneur of the Year.

I have served on a number of committees as well at both the local association level and the state, and the ones I enjoy serving on the most is the Professional Standards Committee and the Grievance Committee. As Realtors, we are held to a Code of Ethics, and we police ourselves, and hold our piers accountable.

I believe in giving back of my time to the industry I work in, to help to better it for other Realtors and the general public.

I am a member of the Nampa Chamber and Nampa Ducks Unlimited.

Thank you,

Tom Turner

208-249-2132
Application to be considered for
City-Appointed or Volunteer Positions

Applications will be accepted when vacancies occur.

SECTION 1: Position applied for:
☐ Airport Commission
☐ Arts and Historic Preservation Committee
☐ Bicycle and Pedestrian Advisory Committee
☐ Boards of Appraisers
☐ Building and Fire Code Board of Appeals
☐ Comprehensive Plan Advisory Committee
☐ Council on Aging
☐ Crow Management
☐ Design Standards Committee / Building and Site Design Standards Committee
☐ Economic and Community Development Commission
☐ Golf Course Commission
☐ Healthy Impact Nampa Coalition
☐ Impact Fee Advisory Committee
☐ Library Board
☐ Nampa Development Corporation
☐ Nampa Housing Authority
☐ Planning and Zoning Commission
☐ Venue Management Advisory Commission
☐ Wastewater Design Review Committee
☐ General Volunteer Position

Name:  Peggy Sellman
Home Address:  11419 W Meliadine River Street, Nampa ID 83686
Telephone:  work 208-467-3300  cell 208-880-3997
E-mail Address:  Peggy@SellmanInsurance.com
Occupation:  Insurance Agent

Are you currently serving on the above selected Commission/Board/Committee and wish to be reappointed?  
☐ Yes  ☐ No  (If yes; please skip to Section 3.)

SECTION 2:
Are you a resident of the City of Nampa?  
☐ Yes  ☐ No
If not, do you live in Nampa’s area of impact?  
☐ Yes  ☐ No

Why do you want to become involved?

Are you currently engaged in any local service clubs or other organizations?  
☐ Yes  ☐ No

If so, please list: 

What areas of city government are of most interest to you?

Have you participated in any level of volunteer government services in the past?  
☐ Yes  ☐ No

If so, please list: 

SECTION 3:
Do you understand the time commitment required to attend meetings and review/research data to make recommendations?  
☐ Yes  ☐ No

Signature  
Date:  10/1/2019

First time applicants must include a resume and letter of interest. Individuals wishing to be reappointed should include a letter indicating their reason for wanting to continue their service. Please return completed application and supporting documentation to: City Clerk’s Office, City of Nampa, 411 3rd Street South, Nampa, ID 83651
Peggy Sellman

Sellman Insurance Agency
912 12th Avenue Road, Suite 108
Nampa ID 83651

Phone: 208-467-3300
Fax: 208-467-9922
E-mail: Peggy@SellmanInsurance.com

Objective
To obtain a board position on the Planning and Zoning Commission.

Qualifications
I have been a resident of Nampa for over 40 years. I own a local business and have owned several properties in the city. I have a degree in Finance from Boise State University and have held several offices within Kiwanis International. I am civic minded and would love the opportunity to help my city grow and thrive.

Work History
1999-Present  Owner/Agent  Sellman Insurance Agency Inc.
Manage day to day operations, budgeting, marketing, personnel management, sales and customer service

1995-1999  Secretary  Department of Education, Child Nutrition
Prepare newsletters, mailings, organize trainings of school kitchen personnel, support for two staff members and their travel arrangements

1991-1995  Office Manager  American Property Management
Inspect and show rental properties, screen tenants, small claims, prepare monthly statements and pay vendors and process tenant deposit refunds

Education
1987-1997  BBA Finance  Boise State University

Volunteer Experience
2003-Present  Past President, Past Lt. Governor  Nampa Kiwanis Club

References
Pam White  Nampa City Council
Victor Rodriguez  Planning & Zoning Commission
December 12, 2019

Dear Mayor Kling:

It was brought to my attention that the previously requested application and paragraph stating why I wanted to remain on the Planning and Zoning Commission was not adequate. I am writing today to elaborate on what I have learned from my experience and what I hope to continue to contribute if reappointed.

When I was appointed to fill a seat mid-term, I was excited to learn and be a part of helping my hometown prosper. Being a commissioner was not what I expected. I have learned so much about how the city government works and how decisions are made. Its not just showing up at a meeting and voting. Many hours are required to review materials and attend other important planning meetings. Our meetings go longer now than when I started, and the discussions seem to be livelier. That shows me the citizens care about our community and want to have a voice. I am honored I have been able to be part of that voice and hope to continue for an additional term.

Sincerely,

Peggy Sellman

321 2nd Street South, Suite 104

Office: 208-467-3300 | SellmanInsurance.com
November 12, 2019

Mayor Debbie Kling
City of Nampa, Idaho
411 3rd Street South
Nampa, Idaho 83651

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of City of Nampa, Idaho as of September 30, 2019, and for the year then ended, and the related notes to the financial statements, which collectively comprise City of Nampa, Idaho’s basic financial statements. In addition, we will audit the entity’s compliance over major federal award programs for the period ended September 30, 2019. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity’s major federal award programs.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management’s Discussion and Analysis
- Schedules of Employer’s Share of Net Pension Liability (PERSI Base Plan and Firefighter’s Retirement Fund)
- Schedules of Employer Contributions (PERSI Base Plan and Firefighter’s Retirement Fund)
- Schedules of Revenues, Expenditures, and Changes in Fund Balance – Budget to Actual – Streets Special Fund and General Fund

Supplementary information other than RSI will accompany City of Nampa, Idaho’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary
information to the underlying accounting and other records used to prepare the basic financial statements or to
the basic financial statements themselves, and additional procedures in accordance with auditing standards
generally accepted in the United States of America. We intend to provide an opinion on the following
supplementary information in relation to the financial statements as a whole:

- Schedule of Expenditures of Federal Awards
- Combining Statements and Individual Fund Schedules, including Budget and Actuals

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit
of the basic financial statements and certain additional procedures, including comparing and reconciling the
schedule to the underlying accounting and other records used to prepare the financial statements or to the
financial statements themselves, and additional procedures in accordance with auditing standards generally
accepted in the United States of America. We intend to provide an opinion on whether the schedule of
expenditures of federal awards is presented fairly in all material respects in relation to the financial statements
as a whole. Also, the document we submit to you will include the following other additional information that will
not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section
- Statistical Section

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are
our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management’s
responsibility to submit a reporting package including financial statements, schedule of expenditure of federal
awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form
to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and
unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will
assist you in the electronic submission and certification. You may request from us copies of our report for you to
include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors’
reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or
oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing
programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of
America (U.S. GAAS), the standards applicable to financial audits contained in Government Auditing Standards,
issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of
Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit
Requirements for Federal Awards (Uniform Guidance) and in accordance with any state or regulatory audit
requirements. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain
reasonable assurance about whether the basic financial statements are free from material misstatement. An
audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the
financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of
the risks of material misstatement of the financial statements, whether due to fraud or error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective, and Government Auditing Standards does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of City of Nampa, Idaho’s basic financial statements. Our report will be addressed to the governing body of City of Nampa, Idaho. We cannot provide assurance that any unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on Compliance for Each Major Program and Report on Internal Control over Compliance Required by the Uniform Guidance upon completion of our audit.

**Audit of Major Program Compliance**

Our audit of City of Nampa, Idaho’s major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program
compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity’s major programs. The purpose of those procedures will be to express an opinion on the entity’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity’s major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity’s major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Other Services

We will also provide other nonattest services related to completion of the auditee’s portion of the Data Collection Form. This nonaudit service does not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
   a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
   b. Additional information that we may request from management for the purpose of the audit; and
   c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.
With respect to completion of the auditee’s portion of the Data Collection Form, City of Nampa, Idaho’s management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers’ proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

**Fees and Timing**

Brad Berls is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit on approximately December 30, 2019.
Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the audit will not exceed $55,460 on the condition that the financial statements are complete and ready for review at the start of the audit. If the financial statements are not complete at the start of the audit, additional fees may be charged. In addition, the gross fee includes the audit of up to two major programs. Additional major programs will be billed at $5,500 per major program. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use City of Nampa’s personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm’s performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney’s fees will be added to the amount due.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, “service providers”) in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP’s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to federal agencies and the U.S. Government Accountability Office. The federal agencies and the U.S. Government Accountability Office may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.
During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor’s report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to Mayor of the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason (“Dispute”). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice (“Mediation Notice”) to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association (“AAA”).

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Boise, Idaho.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.
Governing Law and Venue

We both agree to submit any unresolved Dispute to trial by a federal or state court venued in Minneapolis, Minnesota. This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota (regardless of the laws that might be applicable under the principles of conflict of law) as to all matters including without limitation, matters of validity, construction, effect, and performance.

LIMITATION OF DAMAGES AND NO PUNITIVE DAMAGES

The exclusive remedy available to you in any adjudication proceeding shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement and/or under applicable professional standards, such damages will be limited to no more than two times fees paid under this agreement. In no event shall we be liable to you for any punitive or exemplary damages, or for attorneys’ fees.

TIME LIMITATION

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. We both agree that, notwithstanding any statute of limitations that might otherwise apply to a Dispute, it is reasonable that you may not bring any legal proceeding against us unless it is commenced within twenty-four (24) months (“Limitation Period”) after the date when we deliver our report, return or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively “Eide Bailly”) shall be responsible for or liable to you for any misstatements in your financial statements that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys’ fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees, against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys’ fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.
Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,

Brad Berls
Partner

**************************************************************

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Nampa, Idaho by:

Name: ________________________________________________________________

Title: Director of Finance

Date: _________________________________________________________________
November 12, 2019

To the Mayor and City Council
City of Nampa, Idaho
Nampa, Idaho

This letter is provided in connection with our engagement to audit the financial statements of City of Nampa, Idaho as of and for the year ended September 30, 2019. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit and the planned scope and timing of our audit.

As stated in our engagement letter dated November 12, 2019, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), Government Auditing Standards of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), for the purpose of forming and expressing opinions on the financial statements and on major federal award program compliance. Our audits do not relieve you or management of your respective responsibilities.

Our responsibility as it relates to the schedule of expenditures of federal awards is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether it is presented fairly in all material respects in relation to the financial statements as a whole.

Our responsibility as it relates to combining statements and individual fund schedules, including budget and actuals, is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether the information is fairly stated in all material respects in relation to the financial statements as a whole, when applicable.

Our audits will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit procedures will also include determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity’s major programs.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, Government Auditing Standards of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance.
Our audits will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, the risk of material noncompliance in the major federal award programs, and as a basis for designing the nature, timing, and extent of further audit procedures. However, we will communicate to you at the conclusion of our audit, significant matters that are relevant to your responsibilities in overseeing the financial reporting process, including any material weaknesses, significant deficiencies, and violation of laws or regulations that come to our attention. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

The financial statements include the financial statements of the City of Nampa, Nampa Development Corporation and the City of Nampa Employee Benefit Trust, component units of the City of Nampa, which we consider to be significant components of the financial statements. Consistent with the audit of the financial statements as a whole, our audit will include obtaining an understanding of City of Nampa, Nampa Development Corporation and the City of Nampa Employee Benefit Trust and their environment, including internal control, sufficient to assess the risks of material misstatement of the consolidated financial statements of City of Nampa, Nampa Development Corporation and the City of Nampa Employee Benefit Trust and to design the nature, timing, and extent of further audit procedures.

We expect to begin our audit on approximately December 30, 2019.

This information is intended solely for the information and use of the Major and City Council and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

[Signature]

Boise, Idaho
To: Nampa City Council and Mayor  
From: Criselda De La Cruz  
Executive Director  
Nampa Family Justice Center  

RE: Two Grant Funding Application Opportunities, Request Approval to Apply

**Byrne Justice Assistance Grant (BJAG) – Idaho State Police**

The Nampa Family Justice Center is requesting authorization to apply and submit for the Byrnes Justice Assistance Grant, pass through grant application from the Idaho State Police. This is a three-year grant that will assist with the current counseling services for children and incorporate supervision and oversight to the elder support group and pattern changing group. The NFJC has applied and received this grant for two cycles and is requesting approval to apply and request funding again this coming cycle for a period of three years. The request amount for this grant is $74,000 a year for three years totaling $222,000. Your consideration and approval to move forward on the application is appreciated.
Edward Byrne Memorial
Justice Assistance Grant (JAG) Program
(CFDA #16.738)

Program Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to states and units of local government. JAG funds support all components of the criminal justice system from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.


Availability of Funds: Estimated total funding availability for new FY 2018 projects is $997,165. Of that, $498,203 is the minimum required to pass-through to local governments (city and county). There is no minimum or maximum application amount; rather applicants should request adequate funding to implement the proposed project.

Deadline

Applications are due by Friday, December 20, 2019, no later than 6:00 p.m., Mountain Standard Time (MST).

Applicants must have an account on the Idaho State Police (ISP) Planning, Grants, and Research (PGR) Grants Management System (GMS) in order to complete an application. Electronic submission via GMS is required.

Each applicant must be able to certify, via an electronic acceptance, they are the Authorized Representative, or have been delegated or designated formally by the chief executive officer of the applicant agency in order to submit an application.

Note: “Authorized Representative” must be an individual who has the authority to apply for and accept grant awards on behalf of the organization or jurisdiction.

Contact and Application Information

For questions or comments regarding this solicitation or application process, please contact PGR at (208) 884-7040 or email pgr@isp.idaho.gov. The program manager can also be contacted at (208) 884-7041.
Instructions for completing the application online can be found on PGR's website at http://www.isp.idaho.gov/pgr, located under the Resources tab.

Note: These are general instructions and apply to all new applications awarded through PGR; therefore some sections may not be applicable. All required components will be outlined in this solicitation.

Eligibility

To apply for funding under this solicitation, you must be either a state agency, a unit of local government (city or county), a faith based organization, an Indian Tribal Government, or a non-profit organization.

All applicants must obtain a Data Universal Number System (DUNS) number from Dun and Bradstreet and register in the System for Award Management (SAM) prior to submitting the JAG application.

The Office of Management and Budget (OMB) requires that all applicants (other than individuals) for Federal funds include a DUNS number in their application for a new award or renewal of an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving Federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. Obtaining a DUNS number is a free, one-time activity. Apply on-line for a DUNS number at http://fedgov.dnb.com/webform. A DUNS number is usually received within 1 - 2 business days.

Applicants must register with SAM (formerly known as CCR), a repository for standard information about federal financial assistance applicants, recipients, and subrecipients. The Office of Justice Programs (OJP) requires all applicants (other than individuals) for federal assistance maintain current registrations in the SAM database. Applicants must update or renew their SAM registration annually to maintain an active status. Information about SAM registration procedures can be accessed at https://www.sam.gov/SAM/.

Awarding of Funds

Review Process: The Idaho Grant Review Council (Council), formed by an Executive Order of the Governor, is designated as the decision making body for the distribution of Idaho State Police’s pass-through grant funds. Members of the Council represent various facets of the criminal justice community and public. Both PGR and the Council are committed to ensuring a fair and open process for awarding grants. Applications are reviewed to make sure the information presented is reasonable, understandable, allowable, measurable, achievable, and consistent with the solicitation. (See Appendix A for FY 2018 Byrne Justice Assistance Evaluation Questions for scoring.)

Start Date: Projects are funded on a 12-month cycle and will have a start date no earlier than April 1, 2020, unless otherwise approved by PGR. If projects are not operational within 90-days of their award date, subgrantees must contact PGR or funds may be withdrawn and/or re-awarded. Projects are eligible for up to three (3) years of funding or five (5) years for task force programs.
To:       Nampa City Council and Mayor
From:    Criselda De La Cruz
            Executive Director
            Nampa Family Justice Center
RE: Two Grant Funding Application Opportunities, Request Approval to Apply

Improving Criminal Justice Response (ICJR) – Office on Violence Against Women

The Nampa Family Justice Center is requesting authorization to apply and submit the ICJR grant application to the Office on Violence Against Women, Federal Grant Application. This grant is a three-year grant with a total award up to $500,000. The NFJC has applied and received this award prior to this grant application. The grant funding provides the NFJC two full time advocates that serve victims of interpersonal violence; a part time legal attorney who also provides services to victims of violence, domestic violence medical exams, emergency care items and transportation to victims of violence. Your consideration and approval to move forward on the application is appreciated.
OVW Fiscal Year 2020
Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program
Solicitation

Release Date: on or about November 26, 2019

Eligibility
Eligible applicants are limited to: States; Indian tribal governments; state and local courts (including juvenile courts); units of local government; state, tribal, or territorial domestic violence or sexual assault coalitions; or victim service providers.
(See “Eligibility Information”)

Deadlines
Applications are due by 11:59 p.m. Eastern Time (E.T.) on January 27, 2020.
(See “Submission Dates and Times”)

Registration Information: To submit an application, all applicants must obtain a Data Universal Number System (DUNS) number and register online with the System for Award Management (SAM) and with Grants.gov. To ensure sufficient time to complete the registration process, applicants must obtain a DUNS number and register online with SAM and with Grants.gov immediately, but no later than January 10, 2020.
(See “Registration”)

U.S. Department of Justice
Office on Violence Against Women (OVW)
Letter of Intent: Applicants are strongly encouraged to submit a non-binding Letter of Intent to OVW.OCJR@usdoj.gov by January 10, 2020. This letter confirms that the applicant has registered with SAM and Grants.gov. Submitting a Letter of Intent will not obligate a potential applicant to submit an application. Interested applicants who do not submit a Letter of Intent are still eligible to apply.

(See “Letter of Intent”)

Pre-Application Information Session: OVW will post a pre-recorded Pre-Application Information Session on its website for entities interested in submitting an application for this program. Listening to this session is optional. Interested applicants who do not listen to the pre-recorded session are still eligible to apply. The session is tentatively scheduled to be available by December 18, 2019 on the OVW website at https://www.justice.gov/ovw/resources-applicants.

(See “Pre-Application Information Session”)

Contact Information

For assistance with the requirements of this solicitation, email OVW at OVW.OCJR@usdoj.gov. Alternatively, interested parties may call OVW at (202) 307-6026.

Submission and Notification Information

Submission: Applications for this program will be submitted through Grants.gov. For technical assistance with Grants.gov, contact the Grants.gov Applicant Support Line at 1-(800)-518-4726.

The Grants.gov number assigned to this announcement is OVW-2020-17563.

Notification: OVW anticipates notifying applicants of funding decisions by October 1, 2020.
Memo

To: Mayor Kling and City Council Members
From: Matthew Jamison
CC: Robyn Sellers
Date: 12/11/2019
Re: CDBG Program Year 2018 Consolidated Annual Performance and Evaluation Report (CAPER)

At the end of each program year, the City must prepare a Consolidated Annual Performance and Evaluation Report (CAPER) to provide information to HUD and citizens about the year’s accomplishments. This information allows HUD, City officials, and the public to evaluate the City’s performance and determine whether the activities undertaken during the year helped to meet the City’s five-year goals and to address priority needs identified in the Consolidated Plan and the Annual Action Plan.

In the following documents, you will find the financial summary and activity status for Program Year 2018. This program year was conducted from October 1, 2018 to September 30, 2019.

The financial summary in Chart 1 identifies the allocations that were made to the activities identified in the 2018 Annual Action Plan and includes all the amendments as of September 30, 2019. In program year 2018, the City allocated $1,222,137.36 for all projects.

Chart 2 details the total allocated funding, total funds drawn, unexpended balance, and status of the activities identified in the 2018 Annual Action Plan. Over the course of the program year a significant number of city sponsored activities were completed with CDBG funding including 4 Public Service activities, critical needs housing repairs, Brush-Up Nampa, ADA park Improvements, inclusive design playground improvements, and facility improvements to improve access to services for victims of domestic violence and health care for low-to moderate income individuals. One 2018 activity remains open as of the submission of the CAPER but has been completed and will be fully drawn down and closed in the 1st quarter of the 2020 fiscal year. During this Program Year the City expended $981,845.24 in CDBG entitlement funding and recorded $58,987.55 in program income received from the Home Repair Loan Program.

Chart 3 will detail the total amount expended based on the funding category of housing and community development, public service, and administration. The 2018 expenditure for public service was at 13%, which is 2% below the max allowed. Administration and Planning was at 16%, which is 4% below the maximum allowed.

Chart 4 details the activities that were funded as part of prior years Annual Action Plans but were completed during the 2018 program year. A total of $433,482.17 was expended for prior years activities out of $510,144.00 in funding. Only the Historic Façade activity remains one prior year’s project remains open.

At the public hearing scheduled for the City Council meeting on December 16, 2019 you will be asked to vote on the approval for submission of the PY 2018 CAPER to HUD on or before December 30, 2019.

Motion: To approve the City of Nampa’s Community Development Block Grant Program Year 2018 Consolidated Annual Performance and Evaluation Report (CAPER) for submission to U.S. Housing & Urban Development on or before December 30, 2019.
### Chart 1

**Source of All 2018 Activities Funding**

<table>
<thead>
<tr>
<th>Source of Funding</th>
<th>Total Funded</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018 Annual Action Plan Funding Allocation</td>
<td>$901,852.36</td>
</tr>
<tr>
<td>2017 Grant Funds Reallocated to Nampa Family Justice Center</td>
<td>$182,551.86</td>
</tr>
<tr>
<td>2016 Grant Funds Reallocated to Nampa Family Justice Center</td>
<td>$114,163.26</td>
</tr>
<tr>
<td>2015 Grant Funds Reallocated to Nampa Family Justice Center</td>
<td>$23,569.88</td>
</tr>
<tr>
<td><strong>Total Funding Allocation for 2018 Program Year</strong></td>
<td><strong>$1,222,137.36</strong></td>
</tr>
</tbody>
</table>

### Chart 2

**2018 Action Plan Project Status**

<table>
<thead>
<tr>
<th>Activities</th>
<th>Allocated Funding Including Amendments</th>
<th>Actual Amount Drawn to Date</th>
<th>Unexpended Balance</th>
<th>Activity Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration &amp; Planning</td>
<td>$152,000.00</td>
<td>$138,895.88</td>
<td>$13,104.12</td>
<td>Complete</td>
</tr>
<tr>
<td>Advocates Against Family Violence</td>
<td>$24,063.36</td>
<td>$22,782.66</td>
<td>$1,280.70</td>
<td>Complete</td>
</tr>
<tr>
<td>CATCH of Canyon County</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td>$-</td>
<td>Complete</td>
</tr>
<tr>
<td>St Alphonsus - Meals on Wheels</td>
<td>$32,000.00</td>
<td>$32,000.00</td>
<td>$-</td>
<td>Complete</td>
</tr>
<tr>
<td>The Salvation Army</td>
<td>$40,000.00</td>
<td>$40,000.00</td>
<td>$-</td>
<td>Complete</td>
</tr>
<tr>
<td>Home Repair Loan Program</td>
<td>$122,000.00</td>
<td>$109,179.46</td>
<td>$12,820.54</td>
<td>Complete</td>
</tr>
<tr>
<td>Brush-Up Nampa</td>
<td>$12,000.00</td>
<td>$10,843.93</td>
<td>$1,156.07</td>
<td>Complete</td>
</tr>
<tr>
<td>Liberty Park - ADA Playground</td>
<td>$90,900.00</td>
<td>$90,400.00</td>
<td>$500.00</td>
<td>Complete</td>
</tr>
<tr>
<td>Eastside Roosevelt ADA Pedestrian Improvements</td>
<td>$72,600.00</td>
<td>$10,790.00</td>
<td>$61,810.00</td>
<td>Complete</td>
</tr>
<tr>
<td>Terry Reilly Health Clinic</td>
<td>$47,600.00</td>
<td>$8,404.31</td>
<td>$39,195.69</td>
<td>Complete</td>
</tr>
<tr>
<td>Kings Road ADA Playground</td>
<td>$61,997.00</td>
<td>$61,700.00</td>
<td>$297.00</td>
<td>Complete</td>
</tr>
<tr>
<td>Nampa Family Justice Center Roof Remodel</td>
<td>$446,849.00</td>
<td>$436,849.00</td>
<td>$10,000.00</td>
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</tr>
<tr>
<td>University ADA Pedestrian Improvements</td>
<td>$100,128.00</td>
<td>$100,128.00</td>
<td>$0</td>
<td>Open</td>
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<tr>
<td><strong>Totals</strong></td>
<td><strong>$1,222,137.36</strong></td>
<td><strong>$981,845.24</strong></td>
<td><strong>$240,292.12</strong></td>
<td></td>
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</tbody>
</table>
### Chart 3

#### 2018 Program Year Activities Total Expenditure by Category and % Allowed

<table>
<thead>
<tr>
<th>Funding Type</th>
<th>Maximum Expenditure Allowed</th>
<th>Actual Expended and % of Allowable</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Per Regulation</td>
<td>$ Amount</td>
</tr>
<tr>
<td>Program Planning and Administration (20% of Entitlement &amp; Current Year Program Income)</td>
<td>$177,602.31</td>
<td>$138,895.88</td>
</tr>
<tr>
<td>Public Service (15% of Entitlement &amp; Prior Year Program Income)</td>
<td>$136,966.30</td>
<td>$114,782.66</td>
</tr>
<tr>
<td>Housing and Community Development</td>
<td>N/A</td>
<td>$728,166.70</td>
</tr>
<tr>
<td><strong>Total Expended</strong></td>
<td><strong>$981,845.24</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>2018 Entitlement</th>
<th>Current Program Income</th>
<th>Total Amount to Calculate % Allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration and Planning</td>
<td>$829,024.00</td>
<td>$89,987.55</td>
<td>$913,108.64</td>
</tr>
<tr>
<td>Public Service</td>
<td>$829,024.00</td>
<td>$84,084.64</td>
<td>$913,108.64</td>
</tr>
</tbody>
</table>

### Chart 4

#### Projects From Prior Program Years With Funds Expended in 2018

<table>
<thead>
<tr>
<th>Activities</th>
<th>Program Year</th>
<th>Allocated Funding Including Amendments</th>
<th>Actual Amount Drawn to Date</th>
<th>Unexpended Balance</th>
<th>Activity Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 Nampa Family Justice Center</td>
<td>2017</td>
<td>$208,143.00</td>
<td>$197,639.77</td>
<td>$10,503.23</td>
<td>Complete</td>
</tr>
<tr>
<td>2017 Triniy New Hope - Playground</td>
<td>2017</td>
<td>$20,018.00</td>
<td>$16,625.65</td>
<td>$3,392.35</td>
<td>Complete</td>
</tr>
<tr>
<td>2017 North Canyon ADA Sidewalks</td>
<td>2017</td>
<td>$53,061.00</td>
<td>$53,061.00</td>
<td>$-</td>
<td>Complete</td>
</tr>
<tr>
<td>2016 Colorado Gardens - Senior Apartments</td>
<td>2016</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
<td>$-</td>
<td>Complete</td>
</tr>
<tr>
<td>2016 Stoddard Trail</td>
<td>2016</td>
<td>$129,839.00</td>
<td>$129,839.00</td>
<td>$-</td>
<td>Complete</td>
</tr>
<tr>
<td>2016 Downtown Historic Façade</td>
<td>2016</td>
<td>$69,083.00</td>
<td>$6,316.75</td>
<td>$62,766.25</td>
<td>Open</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$510,144.00</strong></td>
<td><strong>$433,482.17</strong></td>
<td><strong>$76,661.83</strong></td>
<td></td>
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</tr>
</tbody>
</table>
2018 Consolidated Annual Performance and Evaluation Report (CAPER)
Community Development Block Grant – Entitlement Program
City of Nampa, Idaho
# Table of Contents

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<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
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<td>Table of Contents</td>
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</tr>
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<td>CR-05 – Goals and Outcomes</td>
<td>3</td>
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<td>CR-10 - Racial and Ethnic composition of families assisted</td>
<td>9</td>
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<td>CR-15 – Resources and Investments</td>
<td>10</td>
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<tr>
<td>CR-20 – Affordable Housing</td>
<td>13</td>
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<td>CR-25 – Homeless and Other Special Needs</td>
<td>16</td>
</tr>
<tr>
<td>CR-30 – Public Housing</td>
<td>19</td>
</tr>
<tr>
<td>CR-35 – Other Actions</td>
<td>20</td>
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<tr>
<td>CR-40 – Monitoring</td>
<td>25</td>
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<tr>
<td>CR-45 – CDBG</td>
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</table>
**CR-05 - Goals and Outcomes**

**Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

The 2018 Consolidated Annual Performance and Evaluation Report (CAPER) represents activities and programs carried out in the second Annual Action Plan under the 2017-2021 Five Year Consolidated Plan. Activities addressed the housing and community development needs as identified in the Consolidated Plan and 2018 Annual Action Plan that took place during the 2019 Fiscal Year.

The Consolidated Plan covering the 2017 – 2021 program years identified the following goals:

1. **Increase and Preserve the supply of permanent, quality affordable housing for low-and moderate income households.**
   a. Encourage affordable rental and infill housing development.
   b. Enhance ownership opportunities through homeownership counseling and incentivizing developers to build started homes.
   c. Support improvements to existing affordable multi-unit and owner occupied housing, including accessibility improvements for people with disabilities.
   d. Continue housing rehabilitation program for owner occupied units.

2. **Strengthen supports and housing options for special needs populations, prioritizing victims of domestic violence and persons with disabilities.**
   a. Work with surrounding communities and faith -based community to create a small supportive housing facility for residents fleeing domestic violence.
   b. Prioritize ADA/accessibility infrastructure improvements

3. **Reduce Homelessness.**
   a. Continue to support efforts to reduce chronic homelessness
   b. Continue to work with Homeless housing providers to respond to requests for assistance. Work in conjunction with efforts to ensure an adequate supply of shelter and transitional housing is maintained.

4. **Work regionally to improve transit options.**

5. **Improve neighborhood conditions in the city’s lowest income areas.**
   a. Urban revitalization efforts.
   b. Encourage more mixed income neighborhoods.

During the 2018 program year the City of Nampa helped 470 individuals by funding activities that helped address the public service needs of the community; specifically, meals for homebound seniors, homelessness prevention through rapid rehousing and rental assistance payments. The City also addressed several ADA infrastructure improvements throughout the City of Nampa improving
sidewalks and neighborhood parks. The ADA improvements will provide improved accessibility to 11,010 individuals on an area basis. The City continued to operate the housing rehab program to help low-to moderate income beneficiaries make critical repairs to their home to help ensure qualifying property owners can stay in their homes. At years end the housing rehabilitation program was able to help 9 qualifying households make needed housing repairs. Additionally, the City operated the Brush-Up Nampa program which was able to assist 5 homeowners paint the exterior of their homes. The city also had 1 downtown property owner participate in the Façade improvement activity located in our designated slum and blight area in downtown Nampa. The 2018 program year also saw the completion of the 2016 activity to develop affordable senior housing. The senior housing project has added 50 rental units to the Nampa housing market dedicated to low-to moderate income senior citizens. 2018 program year also funded the expansion of a local medical clinic to increase their ability to provide health care to low-to moderate income individuals. To date the additional three exam rooms created have served 332 low-to moderate income individuals.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

<table>
<thead>
<tr>
<th>Goal Description</th>
<th>Category</th>
<th>Source / Amount</th>
<th>Indicator</th>
<th>Unit of Measure</th>
<th>Expected – Strategic Plan</th>
<th>Actual – Strategic Plan</th>
<th>Percent Complete</th>
<th>Expected – Program Year</th>
<th>Actual – Program Year</th>
<th>Percent Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.4 Continue Housing rehabilitation program</td>
<td>Non-Homeless Special Needs</td>
<td>CDBG: $122,000.00</td>
<td>Homeowner Housing Rehabilitated</td>
<td>Household Housing Unit</td>
<td>50</td>
<td>21</td>
<td>11</td>
<td>9</td>
<td>81.82%</td>
<td></td>
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<tr>
<td>1.5: Accessibility Infrastructure Improvement</td>
<td>Non-Housing Community Development</td>
<td>Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit</td>
<td>Persons Assisted</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>---</td>
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<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>2.2 Prioritize ADA Accessibility</td>
<td>Non-Housing Community Development</td>
<td>CDBG: $325,625.00</td>
<td>Other</td>
<td>Other</td>
<td>27,500</td>
<td>13,915</td>
<td>56.60%</td>
<td>20,170</td>
<td>3,350</td>
<td>54.59%</td>
</tr>
<tr>
<td>Section</td>
<td>Activity Description</td>
<td>CDBG:</td>
<td>Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit</td>
<td>Persons Assisted</td>
<td>Persons Assisted</td>
<td>Persons Assisted</td>
<td>Persons Assisted</td>
<td>Persons Assisted</td>
<td></td>
<td></td>
</tr>
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<td>------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------</td>
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<td>------------------------------------------------------------------------------------------</td>
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<td>------------------</td>
<td>------------------</td>
<td>------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3 Provide Social Services</td>
<td>Homeless Non-Homeless Special Needs Social Services</td>
<td>$494,449.00</td>
<td></td>
<td>10,000</td>
<td>5655</td>
<td>56.55%</td>
<td>5258</td>
<td>5390</td>
<td>102.51%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Persons Assisted</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2 Work with Homeless Housing Providers</td>
<td>Affordable Housing Public Housing</td>
<td>$82,782.66</td>
<td>Homelessness Prevention</td>
<td>0</td>
<td>272</td>
<td>120</td>
<td>313</td>
<td>260.83%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Persons Assisted</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1 Continue Urban Revitalization Efforts</td>
<td>Non-Homeless Special Needs</td>
<td>$32000.00</td>
<td>Homeowner Housing Rehabilitated</td>
<td>7</td>
<td>5</td>
<td>175</td>
<td>157</td>
<td>89.71%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Household Housing Unit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.2 Encourage more mixed income communities</td>
<td>Non-Housing Community Development</td>
<td>$10,843.93</td>
<td>Other</td>
<td>1</td>
<td>1</td>
<td>100%</td>
<td>15</td>
<td>5</td>
<td>33.33%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 1 - Accomplishments – Program Year & Strategic Plan to Date
Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The 2018 program year represents the second year of our 2017-2021 Five-Year Consolidated Plan. Each year during the annual application process the applications are scored using a weighted scoring system. The scoring system is implemented to provide higher weighting for how well the activity presented address needs of the community as identified in the Five-Year Consolidated Plan. Once scores are established, and recommendations are made to the City Council who then have the final decision on allocation of awards.

During the 2018 program year the City of Nampa completed 11 activities funded during the 2018 program year and completed 5 activities that had carried over from prior program year funding allocations. All 16 activities address goals and objectives identified in the 2017-2021 Consolidated planning process. Specifically, with respect to homelessness prevention we worked with three subrecipients and awarded $82,782.66 in funds. Two of the subrecipients conducted activities working to rapidly rehouse families experiencing homelessness using a housing first approach and emphasis on strategies to prevent recurring episodes of homelessness. During the consolidated planning process a survey of Nampa residents was taken in 2017 to assess the most common reasons Nampa residents became homeless. With 58% of respondents indicated the primary reason they had experienced homelessness was due to a loss of wages or reduced wages, 31% indicating it was due to losing a job, and 12% because of medical bills. The third subrecipient received funding to provide rental assistance to low-to moderate income families at risk of becoming homeless. The City of Nampa funded $32,000.00 in grant funds to provide meals to homebound seniors increasing the length of time they can remain in their homes while increasing the health and well-being of the beneficiary. The City of Nampa provided $325,625.00 in funding to four activities focused on making sidewalk infrastructure and improvements to neighborhood parks in low-to moderate income census tract areas. Special focus given to improving safety and accessibility by making them ADA compliant. Three of the activities were completed during the 2018 program year and 1 activity carried over into the next program year and will be completed in the 2019 program year. The City of Nampa funded one activity as part of the 2018 program year that benefited a presumed benefit demographic of victims of domestic violence and one activity that benefited low-to moderate income individuals. Facility improvements were made to increase capacity to meet the growing demands in Nampa for aiding victims of domestic violence and health care for low-to moderate income individuals totaling $494,449.00. Victims of domestic violence has been on the rise in Nampa with the number of individuals seeking aide at the Nampa Family Justice Center up from 5058 in 2016 to
5671 in 2018. The consolidated Plan surveyed Nampa stakeholders and identified helping victims of domestic violence as a high priority with some of the most critical needs being case worker support and affordable rental housing. Of those surveyed 20% responded that they had experienced domestic violence and half of those experienced in in Nampa. The City of Nampa funded $122,000.00 to provide low-to moderate income qualifying homeowners funding to make critical home repairs for things such as a new furnace, sewer line repairs, ADA accessibility improvements, and roofing system replacement. In addition, $12,000.00 was funded for City staff to organize and facilitate weatherization improvements on owner occupied senior citizen and physically disabled property located in Nampa. This is another program that has been administered by CDBG staff for several years and enjoys the benefit of substantial community volunteer support to paint the homes of qualifying Nampa residents.
CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).
91.520(a)

<table>
<thead>
<tr>
<th></th>
<th>CDBG</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>1,725</td>
</tr>
<tr>
<td>Black or African American</td>
<td>2</td>
</tr>
<tr>
<td>Asian</td>
<td>9</td>
</tr>
<tr>
<td>American Indian or American Native</td>
<td>13</td>
</tr>
<tr>
<td>Native Hawaiian or Other Pacific Islander</td>
<td>22</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,771</strong></td>
</tr>
<tr>
<td>Hispanic</td>
<td>145</td>
</tr>
<tr>
<td>Not Hispanic</td>
<td>1,626</td>
</tr>
</tbody>
</table>

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Nampa is the largest city in Canyon County and the third largest city in Idaho. The U.S. Census reported the City’s population at 93,590 as of July 1, 2017. The race and ethnicity demographics reported on the US Census report reflect similar demographics as our CDBG population served in PY 2018. While the racial distribution of Nampa residents has changed only slightly since 2000, the City’s ethnic distribution did see an increase in the number of Hispanic residents. According to 2015 data, residents that are of Hispanic descent make up 25% of the total population, up from 18% in 2000, 1% is Asian, 1% is Native American, and 1% is African American. Compared to the state overall, the City of Nampa is more diverse and has a lower proportion of residents that are non-Hispanic White. A total of 1771 persons benefited from CDBG assistance; of the 1771 persons 1725 reported as White, 2 as African American, 9 as Asian, 13 as American Indian, and 22 as Native Hawaiian. Of the total ethnicities reported 145 of them identified themselves additionally as Hispanic. As can be seen from the beneficiary data provided that approximately 8% of those that directly benefited from CDBG funding are of Hispanic descent compared to 25% for the community as a whole. Conversely, 97% of direct beneficiaries reporting their race/ethnicity to be White, non-Hispanic. The remaining distribution is at 0.11% Black or African American, 0.51% Asian, 0.73% American Indian, and 1.24% Native Hawaiian or Pacific Islander. The City requires all recipients of funding to have a plan to reach out to minority populations, specifically Spanish speaking, to increase awareness of resources available in the City. Continued efforts to have program information available in English and Spanish and continued cooperation with area resource centers and the Hispanic
Cultural Center.

**CR-15 - Resources and Investments 91.520(a)**

**Identify the resources made available**

<table>
<thead>
<tr>
<th>Source of Funds</th>
<th>Source</th>
<th>Resources Made Available</th>
<th>Amount Expended During Program Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDBG</td>
<td>public - federal</td>
<td>$1,222,137.36</td>
<td>$981,845.24</td>
</tr>
</tbody>
</table>

Table 3 - Resources Made Available

**Narrative**

During the 2018 program year a total of $1,222,137.36 was funded to activities as part of the 2018 Action Planning process and subsequent reallocation of prior program years grant funds. The 2018 entitlement funds totaled $829,024.00 with the remaining $393,113.36 coming from prior program years grant funding. The funding breakdown is as follows:

- $829,024.00  2018 Entitlement Funds
- $182,551.86  Program Year 2017
- $114,163.26  Program Year 2016
- $55,194.09   Program Year 2015
- $41,204.15   Program Year 2014
- $1,222,137.36 Total Grant Funds Available

As this constitutes a substantial amendment City staff opened a 30 day public comment period to allow for public input regarding the proposed changes to the planned 2018 program year funding allocation. Council approved the additional funding of the 2018 activity and City staff will complete the process by amending the 2018 Annual Action Plan in the Integrated Disbursement & Information System (IDIS).

During the program year $981,845.24 were expended leaving $240,292.12 in 2018 grant funds unexpended. The 2018 program year funded a total of 13 activities including administration and planning and were able to complete 12 of the 13 activities during the respective program year. One sidewalk improvement project located in our University District was not completed until after the end of the program year. The $100,128.00 in funding will carry over into the 2019 program year and be fully expended in the 2020 fiscal year. All remaining un-spent grant funds will either be allocated in the 2020 grant application process or be awarded during the 2019 program year in whole or in part as a substantial amendment to the current 2019 Annual Action Plan. City staff also closed out 5 activities that had been funded during a prior program year but were not completed until the 2018 program year. These activities included facility improvements, ADA playground improvements, property acquisition for the extension of the Stoddard Trail pathway, ADA sidewalk improvements, downtown historic façade improvements, and pre-construction soft cost aiding the completion of a 50 unit low-to
CITY OF NAMPA

Identify the geographic distribution and location of investments

<table>
<thead>
<tr>
<th>Target Area</th>
<th>Planned Percentage of Allocation</th>
<th>Actual Percentage of Allocation</th>
<th>Narrative Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAMPA NEIGHBORHOOD REVITALIZATION STRATEGY AREA (NRSA)</td>
<td>0</td>
<td>0.00%</td>
<td>East Side and Roosevelt Sidewalk Improvements</td>
</tr>
<tr>
<td>NNU NEIGHBORHOOD</td>
<td>1</td>
<td>1.00%</td>
<td>Downtown Historic Façade Program</td>
</tr>
<tr>
<td>Old Nampa Neighborhood</td>
<td>2</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>SLUM &amp; BLIGHTED AREA</td>
<td>4</td>
<td>1.00%</td>
<td>Remaining Project Funded in 2018 Program Year</td>
</tr>
<tr>
<td>City Wide</td>
<td>93</td>
<td>98.00%</td>
<td></td>
</tr>
</tbody>
</table>

Table 4 – Identify the geographic distribution and location of investments

**Narrative**

The City of Nampa implements the CDBG program City wide with emphasis given to census tract areas identified to have high concentrations of low-to moderate income residents. The census tract data obtained is from the 2011-2015 American Community Survey five year estimates. Funding allocations are contingent upon meeting national objectives, qualifying eligible activities, and a competitive application process. Additionally, the City of Nampa has identified specific areas within the community that consist of aging housing stock and failing infrastructure. These areas are detailed above and include the Nampa Neighborhood Revitalization Strategy Area (NRSA) which consist of census tract 202 Block Groups 1, 2, and 3. The combined population of this area is 4130 people and low-to moderate income population within the defined census tract is 3400 with a combined percentage of 82.32% Low-to Moderate income residents live within the NRSA. Although the majority of CDBG activity took place within the Nampa city boundaries emphasis will remain with designated areas that hold high concentrations of LMI populations.
Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Nampa requires as part of its annual application process that subrecipients match the federal funds received from the CDBG program in order to return the highest return on its investment in the community. During the 2018 program year a total of $301,260.36 was allocated to activities requiring matching funds and a total of $885,603.00 was detailed by applicants as additional funding for their 2018 activity. The matching funds are detailed as follows: $200,100.00 in other Federal funds, $290,276.00 other grants, $5,000.00 in agency funds, $146,144 in State/City, and $244,083.00 in Donations. Below is a detail of the matching requirements from the 2018 application guidelines.

Public Service Projects: Minimum 100% matching funds required. The match can be from cash, in kind contributions, or volunteer labor. The current rate for volunteer match timer is $24.69/hour.

Construction/Rehabilitation Projects: Minimum 100% MATCHING FUNDS required, dedicated to the specific construction project (match may be from cash or in the form of in kind contributions and/or volunteer labor.) No operating funds will be considered as MATCHING FUNDS.

Acquisition with Construction Projects: Minimum 100% MATCHING FUNDS required, dedicated to the specific acquisition/construction project (match may be from cash or in the form of in-kind contributions and/or volunteer labor.) No operating funds will be considered as MATCHING FUNDS.

Acquisition Only Projects (no construction): Minimum 50% CASH MATCH required, dedicated to the specific acquisition project. No operating funds will be considered as MATCHING FUNDS.
CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

<table>
<thead>
<tr>
<th>Number of Homeless households to be provided affordable housing units</th>
<th>One-Year Goal</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Non-Homeless households to be provided affordable housing units</td>
<td>38</td>
<td>37</td>
</tr>
<tr>
<td>Number of Special-Needs households to be provided affordable housing units</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>74</td>
<td>61</td>
</tr>
</tbody>
</table>

Table 5 – Number of Households

<table>
<thead>
<tr>
<th>Number of households supported through Rental Assistance</th>
<th>One-Year Goal</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of households supported through The Production of New Units</td>
<td>48</td>
<td>47</td>
</tr>
<tr>
<td>Number of households supported through Rehab of Existing Units</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Number of households supported through Acquisition of Existing Units</td>
<td>26</td>
<td>14</td>
</tr>
<tr>
<td>Total</td>
<td>74</td>
<td>61</td>
</tr>
</tbody>
</table>

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

During the 2018 program year the CDBG program funded three public service activities that assisted homeless and non-homeless households with either rapid rehousing or short term rental assistance. When evaluating the accomplishments for the 2018 program year we see activities that exceeded goal with respect to the number of individuals estimated to benefit from grant funding. Combined they were able to provide 313 individuals with a direct housing benefit. Translated into households the public service activities were able to provide affordable
housing units to 37 homeless and 10 non-homeless households. Additionally, the CDBG staff operated two programs in which 14 households were supported through the rehab of their existing property. City staff had estimated they would be able to support 26 properties during the program year and fell short by 12 households. The Brush-Up Nampa program is primarily a volunteer event with local community members volunteering to paint the homes of our low income senior citizen and physically handicapped segment of Nampa’s population. As the workforce consists of volunteers painting the homes, we are obligated to remove from consideration all homes deemed to contain lead-based materials on the exterior of the home. During the 2018 program year we had to decline 5 applications due to lead being present on the exterior of the home. The second program operated by CDBG staff is the Home Repair Loan Program and the 2018 program year was able to yield 9 homes out of an estimated 11. Although the goal of 11 was not reached staff recognize the turnover in staffing with a new CDBG manager and CDBG specialist the program saw a substantial increase over the previous year’s accomplishment of 2 households. During the 2018 program year CDBG staff have focused efforts on the marketing of the program and anticipate another increase in the number of households that will benefit from the program. One activity not reported in the table above is the 2016 senior housing apartment complex that was completed during the 2018 program year. The complex offers 50 senior apartments units and at the end of the 2018 program year all 50 units were occupied by low-to moderate income households with 19 very low, 26 low, and 5 moderate income households.

Discuss how these outcomes will impact future annual action plans.

The City staff believe the public service activities were able to meet their respective goals with respect to the number of individuals and households served. City staff will continue to evaluate the nature and type of rehousing and rental assistance activities addressed during each year’s application process and will use the accomplishment data in prior years as well as analysis of the data received from the coordinated entry system. City staff will continue to work closely with subrecipients of CDBG funding and provide guidance as necessary to help them reach their pre-defined goals.

Eligible activities to provide affordable housing units to homeless and non-homeless alike will continue to be a priority of the CDBG program. In addition to continued funding of rehousing, rental assistance, and rehabilitation activities, staff have been working with developers specializing in low-to moderate income housing to identify shovel ready projects in order to help meet the growing low-income housing shortage in Nampa.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

<table>
<thead>
<tr>
<th>Number of Households Served</th>
<th>CDBG Actual</th>
<th>HOME Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extremely Low-income</td>
<td>43</td>
<td>0</td>
</tr>
<tr>
<td>Low-income</td>
<td>15</td>
<td>0</td>
</tr>
<tr>
<td>Moderate-income</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>61</td>
<td>0</td>
</tr>
</tbody>
</table>
Table 7 – Number of Households Served

Narrative Information

The 2018 CDBG program funded several eligible activities that produced a total of 61 households that received housing support. The income level for the qualifying households is 43 extremely low-income, 15 low-income, and 3 moderate income. The City of Nampa will continue to look for opportunities to fund eligible activities that will benefit low-to moderate income households and will review each activity to ensure it will help the City reach the housing goals as set forth in the Five-Year Consolidated Plan.
CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction’s progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Nampa participates in the Region III Housing Coalition. The Region III Housing Coalition is a collaborative group of organizations that not only work on issues pertaining to affordable housing, but they also are involved in the continuum of care services relating to emergency and transitional housing. The Region III Housing Coalition oversees the region’s point in time count with oversight by the Idaho Housing and Finance Association (IHFA). The City participates in the point in time event by having various City department staff in the field help identify unsheltered persons that may need services and/or can be accessed for the point in time count.

Regionally, the City of Nampa partners with the City of Boise and their Continuum of Care team to address homelessness. In partnering with other municipalities in the Treasure Valley the City of Nampa hopes to better understand the needs of homeless persons living in our communities and how best to address those needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

During the 2018 program year the City of Nampa funded The Salvation Army and CATCH of Canyon County. Both organization operated a rapid rehousing program for families experiencing homelessness in the City of Nampa. Their efforts helped provide affordable and stable housing to homeless individuals and families located in Nampa.

IHFA, as the administrator of the Balance of State Continuum of Care, has created a Coordinated Entry System model and assessment tools within Idaho. The 2018 program year was the first year of implementation of the Coordinated Entry System and will provide valuable information regarding who is coming through the entry system, the demographics of the homeless population in Nampa, and the amount of time they spent waiting for suitable long term housing solutions. This system will assess the vulnerability, needs, and extent of barriers of those experiencing homelessness. Using an objective assessment of each individual or family, will allow IHFA to assess which housing component and service types that Idaho is in most need of "Right sizing,” and aligning resources that meets the population need can then occur. This information will help direct future funding decisions in our communities to ensure we are able to help the homeless population as it is currently present in Nampa.
Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Nampa funded Advocates Against Family Violence to provide short term rental assistance payments to Nampa families. The housing assistance program was designed to assist Nampa residents in danger of losing current rental housing due to an emergency or unforeseen expense. The short term assistance is designed to maintain current and suitable housing. The program will also utilize case management as an opportunity to provide additional resources and information to help ensure future success of each individual beneficiary of their program.

Additional Homeless prevention activities in the Nampa area include referrals to housing programs through Treasure Valley Community Resource Center that help prevent homelessness by bridging the providers of a services to the individuals and families in need. Resources include rental assistance programs, local food pantry programs, and case management services provided through a variety of agencies including Terry Reilly Health Services, the Community Family Shelter, Nampa School District Family Resource Centers, and Boise Rescue Mission. The City of Nampa continues to operate its Nampa Shares and Cares program which allows for one time donations or monthly donations through Nampa residents utility billing mechanism to help families in need receive short term financial support by reducing or eliminating their utility bill payment. All of the efforts of the various agencies are designed to help homeless individuals or families become stably housed.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

A network of agencies throughout Nampa and Canyon County help to provide services without notable duplication. The City is helping to meet the needs of all homeless through allocation of funds most recently to rapid rehousing programs operated by The Salvation Army and CATCH of Canyon County. As
previously mentioned, The Salvation army was tasked to be the point of entry for the Coordinated Entry program and connects homeless individuals and families with assistance providers located in Nampa. Both CATCH of Canyon County and The Salvation Army’s rapid rehousing programs not only provide the homeless with suitable rental housing, but they also provide case management designed to help the participants in the program find additional resources in the community to assist with childcare, medical needs, and food needs. They also help teach basic financial literacy skills such as budgeting and encourage savings habits to help stabilize finances when short term wage decreases occur, or unexpected bills arise.

The City of Nampa continues to provide support for the Nampa Family Justice Center to administer a program that provides counseling and safe short term housing solutions for individuals or families experiencing domestic violence. As highlighted in our Consolidated Planning process domestic violence is cited as one of the top causes of homelessness in Nampa especially for families and children. By providing a safe and comprehensive location for victims of domestic violence to come receive services the Nampa Family Justice Center can help families transition back into stable housing or maintain current housing.
CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Nampa is unique in that it has two separate public housing authorities working within the community. The Nampa Housing Authority owns and operates rental housing for low income residents in Nampa. The Nampa Housing Authority does not administer rental assistance vouchers. Nampa residents receiving rental assistance through the Federal Section 8 program are assisted by Southwest Idaho Cooperative Housing Authority (SICHA), which has an office in the nearby community of Middleton. Nampa Housing Authority submits a five year plan and Annual Capital Fund Statements to HUD outlining the physical and management improvements for the public housing units. During the 2018 program year the CDBG program manager assisted the Nampa Housing Authority with their Environmental Review as required for them to convert some of their housing inventory to the HUD based Rental Assistance Demonstration program (RAD). The conversion will allow the Housing Authority a powerful tool to preserve and improve public housing properties.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The city of Nampa works closely with the Nampa Housing Authority and Southwestern Idaho Cooperative Housing Authority (SICHA) both offer the Family Self Sufficiency (FSS) program. Both maintain the philosophy that residents should “Move In, Move Up, Move Out.” The escrow funds raised through the program allow for participants to use them toward homeownership. The Nampa Housing Authority has collaborated with members of the financial community including, the Family Home Program, Translation Title & Escrow, Academy Mortgage and the Idaho Credit Union League to provide opportunities for home ownership to residents. Section 8 rental assistance is managed by Southwestern Idaho Cooperative Housing Authority and continues to fund the Housing Choice Voucher Option (HCVHO) Program. The HCVHO is a SICHA program that allows a qualified person or family, who is receiving Section 8 rental assistance to use their Voucher towards the purchase of a home. For many of these families, the mortgage qualification process eliminates their chances at homeownership due to their fixed and low incomes. By allowing a family to use their housing assistance payment as income, the family has a greater chance of qualifying for a mortgage loan.

Actions taken to provide assistance to troubled PHAs

The Nampa Housing Authority and Southwestern Idaho Cooperative Housing Authority (SICHA) are not known to be identified as troubled.
Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The greatest barrier to providing affordable housing is insufficient financial resources. This can occur because of lack of employment and/or training, credit issues, and lack of funds to cover down payment assistance and closing costs or rental unit security deposits. The physical condition of housing stock also presents a barrier to safe, decent and affordable housing. The Housing Repair Loan Program has been used to address the health and safety concerns in existing housing. Also, these funds can be used to make homes more accessible to those with disabilities. This program can help offset the effects of policies relating to housing safety applicable to all Nampa properties, but can be difficult to comply with due to financial constraints. As such, the Housing Repair Loan Program can help low-to moderate income property owners keep their home compliant with Nampa code and allow them to remain in their homes.

City staff are currently looking into the recent expansion of the flood zone and floodway designation along the Indian Creek waterway that flows through some of our lowest income census tract areas including our Neighborhood Revitalization Strategy Area (NRSA). If successful, the City will be able to have FEMA redefine the flood map along the Indian Creek waterway that will help alleviate some of the cost burden for low-to moderate income households along the waterway. While implementing the Home Repair program CDBG staff have encountered several households that would like to make needed renovations to their home but are unable to afford the additional flood insurance that would be required to participate in the Home Repair program. A change in the flood map could move some low-to moderate income homeowners out of the flood zone entirely helping reduce the overall cost of homeownership and spark new development interest in the area for investment in low-income housing activities.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(jj)

The City continues to actively pursue creative partnerships, both financially and in structuring projects that will leverage the funds and human resources that are available. In addition, it is the goal of the City to continue to expand these linkages to improve participation and involvement in providing services and support to low income individuals and families. During
the 2018 program year the City of Nampa continued the work of the Healthy Impact Nampa Coalition which brought together stakeholders in the community to work on the critical issues facing the Nampa community. The goal of the Coalition remains to facilitate conversations and form a coalition of Nampa residents, private businesses, and local organizations to effect positive change around issues like affordable housing to food access.

The CDBG team have begun looking at shifting its application process to receive grant funding from an application driven model to a more goal/outcome driven model. The primary goal of implementing a change in the application process would be more closely align the activities funded each year with the goals and outcomes identified in the Consolidated Plan.

**Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

The City of Nampa continues to address lead-based paint hazards as presented with respect to the activities pursued during each program year.

Since HUD and EPA issued regulation to protect young children from lead-based paint hazards, the City of Nampa has been taking steps to insure its programs are complying, through revising program procedures and documents to implementing additional steps for providing notification, identifying lead hazards and performing lead hazard reduction, using safe work practices and achieving clearance. As training become available, the City provides notification to entities and contractors enrolled in the Housing Improvement Loan Program contractor list to continue to obtain training on lead hazard evaluation and reduction. The City has lacked the capacity of risk assessors and workers in prior programming years and hope to be able to take on more projects to ameliorate lead in homes by better understanding the requirements. With the efforts over the last 5 years, the City has seen an increase in the number of qualified assessors and workers, however, with the new EPA regulations applying to all contractors, not just those using federal funds, there is an ongoing need for training. Nampa benefits from the training that has been occurring in the Boise Area. We can draw on this same pool of trained contractors. CDBG staff will be attending lead training in December 2019 and will receive instruction on lead abatement from the workers and supervisor’s perspective, lead inspector, and risk assessor training over several phases of training.

The City of Nampa, the Nampa Public Housing Authority, Southwestern Idaho Cooperative Housing Authority, and area partners all provide information on lead-based paint hazards, precautions and symptoms to all homeowners, renters, and landlords involved in housing services and rehabilitation. All rehabilitation projects follow the regulations. The City of Nampa funds housing repair/rehabilitation projects. City staff has also attended HUD sponsored lead-based paint training to become more familiar with the requirements and
their implementation. As part of the environmental review process, all existing housing purchased or rehabilitated with aid of CDBG funds is screened for lead paint hazards if built prior to 1978. Currently the City of Nampa utilizes EPA certified lead risk assessors for initial lead detection in homes and for final clearance after work has been completed. Additionally, the City utilizes contractors to complete any work containing lead-based materials and require the contractors have complied with the required Lead Renovation, Repair and Painting Rule (RRP) that requires all contractors disturbing lead-based materials on homes built prior to 1978 to have received EPA certified instructor training and follow lead-safe work practices on CDBG funded activities.

**Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

During the 2018 program funding was allocated to rapid rehousing activities that assisted homeless families in Nampa. As part of their assistance strategy for rapid rehousing the organizations offer case management to household beneficiaries that help them create personalized goals, refer participants to appropriate stabilizing social services (including SNAP, childcare assistance, TANF, Medicaid), assist with job search efforts, and teach basic financial literacy skills including budgeting. One organization also offers a savings match program to encourage household savings and ask them to commit $25.00 a month and upon completion of the program will receive a dollar for dollar match from the organization up to $500.00 from non-CDBG funds. This program and additional case management help program participants gain assistance to help obtain employment, down to establishing a basic savings habit. All the activities under the rapid rehousing programs are designed to help break the cycle of homelessness and systemic poverty through education and support.

The City of Nampa’s efforts to reduce the number of poverty-level families is primarily addressed by the activities of the Economic Development Department. During the 2018 program year the City of Nampa Economic Development Department worked with companies to either relocate their business to the City of Nampa or help them grow their business by connecting local business with resources to assist them no matter what stage of the business life cycle they are in.

**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The strengths of the current CDBG program design and delivery has been its continued collaborative efforts with other public entities, for profits, non-profits, social services providers, health care agencies, and the private sector. The City believes the current institutional structure to be a competent and capable mechanism to administer CDBG programs throughout the community. The City continues to remedy gaps in services and shortcomings to insure smooth
operations within both the administration and service delivery components of programs.

During the 2018 program year CDBG staff attended training opportunities provided by HUD and NCDA to increase institutional knowledge of the requirements of the CDBG program. Specifically, CDBG staff attended training in advanced CDBG Administration, IDIS basics, and subrecipient management. CDBG staff also attended the HUD sponsored environmental review training to train two CDBG staff on how to create environmental reviews that comply with CDBG regulatory requirements.

City staff will continue to rely on technical assistance from HUD in relation to its current and future policies and procedures relating to the implementation of the CDBG program.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The City of Nampa continues to take an active role in encouraging the coordination between public and private housing and social service agencies. A representative from the CDBG program regularly attends the Region III Housing Coalition meetings. The City continues to support Treasure Valley Community Resource Center’s annual Information Fair, which strives to link providers, public, and businesses together to meet the needs of our community. The Information Fair has grown each year and provides valuable publicity on issues affecting low income people. In addition, the Treasure Valley Community Resource Center develops and maintains a database of local social service resources of which the CDBG program maintains a presence on the website for the Home Repair Loan Program and the Brush-Up Nampa program.

The current application scoring process rewards applicants that demonstrate they have implemented a collaborative environment as part of the delivery of their program. The business community in Nampa is very active both in donations and volunteer support for activities designed to build our community and serve those most in need. The City of Nampa is host to many trainings, educational, and community events. Staff assesses each of the events to determine the target audience and the potential information that can be distributed or gathered. The City staff attends many of these events either as a participant or as a vendor. In both capacities, the City can identify potential partners or provide information to further enhance coordination.
Identify actions taken to overcome the effects of any impediments identified in the jurisdiction’s analysis of impediments to fair housing choice. 91.520(a)

A significant amount of fair housing education was conducted in conjunction with neighboring entitlement communities of Boise and Meridian. This collaborative effort ensures a broad reach with less duplication of efforts. The City of Boise Fair Housing Working Group leads the campaign with support from the City of Nampa. During the 2018 program year CDBG staff conducted training for real estate professionals to raise awareness and compliance with fair housing issues in the Treasure Valley. CDBG staff also participated in the 2019 Treasure Valley Community Resource Fair where they hosted a fair housing table providing information on fair housing to fair attendees. Staff also conducted a survey asking Resource Fair attendees questions pertaining to fair housing issues and to ascertain to what degree fair housing issues are being experienced in Nampa or the Treasure Valley as a whole.
CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements.

The City of Nampa, Economic / Community Development Department has instituted a comprehensive monitoring and technical assistance program designed to promote communication and accountability. The City of Nampa’s monitoring standards and procedures can be found in the Consolidated Plan (Page 10, Section IV). The selection of the subrecipient, as well as City programs, will be monitored based upon the risk analysis presented in the monitoring guidelines. The monitoring process consists of four components:

1. Pre-Assessment: During the application process, subrecipients are evaluated on the capacity of the organization to complete the project as described and are scored appropriately. Applicants are requested to submit copies of the organization’s conflict of interest policy, client intake forms, tax id number and DUNS number. Prior to contract execution, each subrecipient is required to submit audited financial statements. If the subrecipient is a past recipient, past performance is reviewed during the application process and again at contract execution to ensure capacity and progress in meeting identified outcomes. Prior to contract execution and the first draw request, subrecipients will be required to attend an orientation session. The orientation session will discuss CDBG program requirements such as: the monitoring process, HUD income eligibility requirements, collecting and reporting “client demographic data” as mandated per HUD guidelines, the HUD outcome and performance measures, and the City forms used for reporting progress and draw requests. Following contract execution, a risk assessment is conducted on every activity or subrecipient to determine risk of noncompliance with CDBG program requirements. This assessment is based on several determining factors which are outlined below. Each activity is then assigned a score or “risk factor” based on the results of this assessment. Activities with a higher score are presumed to be at higher risk of noncompliance with one or more laws, regulations, or performance requirements and will be more closely and/or frequently monitored by staff until compliance is assured.

2. Desk Monitoring: Monitoring is an ongoing process for the City of Nampa. A review of the project’s progress and capacity is conducted at all stages of contact from the first stages of the application through the final draw request, quarterly reporting, and program year close out.

3. On-Site Monitoring: In addition to the desktop monitoring, the City of Nampa will conduct on-site visits to review subrecipient records for program and financial compliance. Additionally, records will be reviewed for Conflict of Interest Statements. A HUD monitoring checklist is used to ensure programs are meeting HUD requirements for the performed activity. An official letter reporting the results of the monitoring visit will be sent out to the authorized agency official within thirty days of the monitoring visit. This letter will identify any concerns or findings, and suggested corrective actions, as well as a timeframe in which to respond to the suggested corrective actions. Funds may be withheld until satisfactory actions are taken.

4. On-going Technical Assistance: The monitoring process is further enhanced by regular contact between the CDBG grant staff and the CDBG subrecipients.
Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

City staff made themselves available to the Public for their input on the City's preparation for its PY2018 CAPER opening the required minimum 15-day public comment period on November 26, 2019 through public notice requesting public comment until 6:30 pm December 16th. CDBG staff were also available from 5:0 pm to 6:00 pm on December 13, 2019 to receive public comment on the CAPER and its accomplishments during the 2018 program year. The Public Hearing will be held on Monday December 16th at 6:00 p.m. in City Council Chambers during a regularly scheduled council meeting. The meeting was advertised in the local newspaper, The Idaho Press Tribune, and on city bulletin boards. Representatives of the City’s CDBG staff were available at the meeting. All comments received from citizens will be added to the CAPER as an addendum prior to final submission to HUD.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The program objectives have not changed in the most recent program year and there are no plans to make immediate changes in the upcoming program year. The City will evaluate its goals and objectives annually to determine which areas of the Consolidate Plan have been addressed and which ones still need activity to reach the defined goals. Continued focus on subrecipient outreach and technical assistance to facilitate greater understanding of activities in order to help foster alignment with the Consolidated Plan goals and compliance with CDBG regulation on whole.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

There are no open Brownfields Economic Development Initiative (BEDI) grants.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not Applicable.
Request for Amendment to Existing Streetscape Plan:
In 2015 City Council adopted a revised streetscape plan for downtown Nampa. This plan made significant changes to the original document adopted in 2009. Over the course of construction on 2nd and 3rd Street it was identified that there really are not two corners that have the same dimensions and opportunities for implementation of the streetscape standard. There is a need to create more flexibility and opportunity for dialog between City staff and property owners when implementing a streetscape design. In recognition of this effort and to clarify and provide greater definition a set of revisions will be coming before the City Council for clarification in the coming weeks. The entire plan is not yet ready for Council review however, a small section regarding the opportunity for sidewalk dining is ready for your consideration.

The outdoor dining section proposed is attached. It requires a minimum of 10 feet of space for dining with the pedestrian zone at 6 feet closest to the curb maintaining the 2’ brick pattern along the curb line and street trees. There are two options for parking to transition to parallel parking or the complete elimination of parking in places where there is outdoor dining. The language is drafted as such that if there is a change to parking that would be required to go before City Council for approval before it would be constructed.

The Nampa Main Street Advisory Board has reviewed the proposed template for outdoor dining and unanimously recommend to City Council the adoption of the document.

The BID Board has reviewed the proposed template for outdoor dining and unanimously approved the approved template for outdoor dining.

Requested Action: Adopt the amendment to the streetscape plan for the Historic Entertainment / Dining Optional Streetscape Type.

Request for Approval of Implementation Design for 1st Street South:
The City of Nampa was approached by Mesa Tacos and 2C Family Brewing in conjunction with the property owner to explore the potential of widening the sidewalk on their block and providing space for outdoor seating. Throughout all the public outreach that has been conducted in the last two years one of the top desires from residents is more outdoor dining. Upon consideration for this request staff representatives from Public Works and Economic Development have collaborated with the property owner to identify a potential design. Please see the attached design drawings.

Staff has reached out and had communication with the businesses and property owners along 1st Street South between 13th Avenue and 12th Avenue. Overall there has been positive feedback. To help alleviate any concerns regarding the loss of the parking spaces staff is also working with the BID on creating new signage for the city owned leased parking lots indicating that it is open to public parking on evenings and weekends.
The location of the project is on 1st Street South between the alley and 13th Avenue on the south side of 1st. This is the space directly in front of Mesa Tacos & Tequila, 2C Brewing, Labyrinth and Antlers Boutique. *This design does eliminate parking on this portion of 1st Street South.*

This design has been discussed with the property owner and the Nampa Main Street Board has unanimously voted to recommended approval of the design concept to City Council.

The BID Board has reviewed the proposed design for implementation and unanimously approved the implementation concept at this location. The BiD also requested further planning efforts for an implementation plan for the remainder of the block on 1st Street between 12th Avenue and 13th Avenue.

**Requested Action:** Approve the design for sidewalk extensions along the south side of 1st Street South between Wall Street Alley and 13th Avenue including the elimination of on-street parking in this section.

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**Request for allocation of CDBG Funding to downtown sidewalk improvements:**

In our current action plan for CDBG funding $175,000 was allocated for downtown sidewalks. We have an additional $50,000 potentially available from dollars allocated to Façade work that has not moved forward. Staff is currently working with the businesses and property owners on 1st Street South to develop an implementation project utilizing these funds that have been allocated.

The corners on 1st and 13th Avenue are also in need of repair. The corner work has typically been completed with CDBG funds and no participation from adjacent property owners. The dollars allocated need to be expended by September 30th. Staff will be working with engineering to complete design work.

In regard to the implementation of sidewalk development along 1st Street the Main Street Board has recommended the use of CDBG dollars in partnership with property owners. The private share of the project is recommended to be a minimum of 10% of the project cost.

**Requested Action:** Authorize staff to proceed with a project to implement streetscape improvements in Downtown Nampa with the utilization of the downtown sidewalk funds allocated in the 2019 Action Plan.
Introduction

The City of Nampa recognizes the importance of outdoor dining to the vitality and success of our Downtown Historic District (DH Zone). The outdoor dining regulations are in place to promote the health, safety and welfare of our residents, businesses and visitors. Outdoor dining facilities are subject to the City of Nampa Zoning Code, all applicable Building Codes, Fire Codes, Americans with Disabilities Act, and the State of Idaho Liquor regulations.

Purpose of Design Guidelines

These guidelines provide standards for outdoor dining areas throughout the Downtown Historic District (DH Zone) with special attention to those dining areas in high visibility areas within the public right-of-way. Central to the process of allowing outdoor dining areas is the necessity of ensuring furniture and other items placed along the street positively contribute to the historic character of Downtown Nampa. The guidelines apply to all outdoor dining facilities approved by the City of Nampa’s Economic Development Department. Failure to comply with these requirements constitutes a violation of Nampa City Code.
Eligibility
- The outdoor dining facility must be part of a lawfully operating restaurant with a valid business license and Certificate of Occupancy or Certificate of Compliance.

Building/Accessibility
- Location and number of tables, spacing of tables and access within the outdoor dining area must meet all Building Codes and Americans with Disabilities Act requirements.

Sidewalk Clearance
- A minimum of 5 foot wide continuous pedestrian access along the public sidewalk free from all obstructions is required and must not create any pedestrian hazard.

Alcohol Service
- The outdoor dining area must be enclosed with a sturdy barrier not less than 36 inches in height and shall clearly designate the area where food and/or beverages shall be permitted to be served and consumed.
- There must be only one well defined entrance to the outdoor dining area and it must be located directly in front of the egress area.
- Alcoholic beverages shall be served as part of the service of food and meals.
- Outdoor dining areas must be immediately adjacent to the establishment serving alcohol.
- Customers are not permitted to carry their alcoholic beverages to the outdoor dining area.
- Signage must be posted that alcohol cannot be taken off-premises.
- Compliance with the State of Idaho regarding regulations, permitting and licensing requirements is mandatory.

No Alcohol Service
- A barrier on some or all sides of the outdoor dining facility shall be provided. Outdoor dining areas located within parking stalls must have a barrier between the dining stalls and the adjacent parking stalls and street.
Fences
- Fences shall have sturdy support poles and bases that can withstand heavy jostling and bumping. The bases and fence layout shall be designed to create a stable enclosure without anchoring the fence to the ground. Attaching the fence to the ground is not permitted. Fences shall be of metal, and be black, antique brown or bronze in color. Fence shall be well-crafted and have a durable, professional finish.
- Fences shall be a minimum of 36” in height, but in no case shall create a continuous barrier more than four (4) feet in height.

Umbrellas, Awnings and Canopies
- Umbrellas and freestanding awnings or canopies shall be plain with no writing, graphics or advertising permitted. Umbrellas shall be securely anchored in stands. Colors shall be in compliance with the Downtown Historic Guidelines.
- Awnings and canopies attached to the building may include the name of the business if this signage is approved by the City of Nampa and proper permits have been obtained.

Planters
- The design of planters are at the discretion of the business owner/operator as long as they are placed within the limit line and are complimentary to the colors of the building exterior.

Trash and Cigarette Receptacles
- Each outdoor dining area shall have a trash receptacle with a lid within the fence lines/limit lines
Signage
- Signage shall not be posted on fencing surrounding outdoor areas except for signs required by law or for small information signs, such as; “No smoking on patio”. Sign banners are not permitted. A-frame and T-frames shall be located within the outdoor area limit line for the outdoor area to which they belong or in the furnishing zone directly in front of the outdoor area. All signage shall comply with the City of Nampa sign regulations.

Decorative Lighting
- Lighting on fencing is permitted if the intent is to add a festive, decorative element and not to attract attention. Lighting shall be white or clear in color and shall be understated. Flashing lights are not allowed. Light strands shall be kept in good repair and burned out bulbs shall be replaced.

Maintenance
- Business owners/operators shall be responsible for maintaining fences and furnishings in such a manner that these improvements present a high quality image. Any fences or furnishings showing signs of wear, damage, or failure shall be promptly refurbished, repaired and/or replaced.

Limit Line
- The limit line is the area approved by the City of Nampa to be occupied for an outdoor seating/dining/event use. Such area may be on sidewalks, where sidewalks are wide enough to accommodate the requested use plus space required for the pedestrian zone. Such pedestrian zone shall comply with the ANSI standards for accessibility, but in no case be less than 5’ in width. Areas located within on-street parking stalls shall in no case take up more than 12’ of the length of such stalls.

**SEE BACK OF PACKET FOR THE FULL RESOLUTION CONTAINING THE DESIGN GUIDELINES.**
Elements shall consist of the following:

- Clearly defined entry
- Umbrellas within seating area
- High quality decorative barriers
- High quality furniture
Sidewalk dining areas in the public right-of-way shall be an enhancement to the public realm.

All furniture and fixtures shall be of high quality, durable and attractive materials.

All furniture and fixtures shall be consistent in color, style and type, and be complimentary to the building architecture.

Barriers must be of sturdy, decorative metal. Colors shall be antique brown, bronze or black.

No plastic tables and chairs are permitted.

No advertising on umbrellas, furniture or barriers is permitted, including any logos, graphics or names. The only exception to this is for awnings or canopies attached to the building that have the appropriate permits and are considered an approved sign.
A number of approvals and permits are required to open an outdoor dining facility. Staff from the Economic Development Department, Code Enforcement Division will work with you and advise you on your particular circumstances and assist in navigating the process. Contact Code Enforcement, Parking Services at 208-468-5705.

These approvals and permits are required:

- **Code Enforcement, Parking Services**
  - Temporary Parking Use Permit

- **Building Department**
  - Approval of outdoor dining layout for compliance with Building Codes and Accessibility
  - Building permits for any structural, plumbing, electrical, mechanical, and/or accessibility changes necessary for the outdoor dining facilities. Contact the Building Department at 208-468-5406

- **Planning Department**
  - Approval of outdoor dining layout for compliance with all Planning and Zoning ordinances
  - Fence permit for any barriers surrounding an outdoor dining facility. Contact the Planning Department at 208-468-5406

- **Public Works Department**
  - Public Use Encroachment Agreement for outdoor dining facilities that will be located partially or entirely within the City right-of-way

- **Economic Development Department**
  - Approval for compliance with all Design Guidelines for the Downtown Historic District (DH Zone)

- **State of Idaho**
  - Any business wanting to serve alcohol outdoors must obtain approval from the City of Nampa and the State of Idaho. Alcohol & Beverage Control.
City of Nampa website
www.cityofnampa.us

Code Enforcement Division-Parking
Phone: 208-468-5705
Email: parking@cityofnampa.us

Economic Development
Phone: 208-468-5430

Planning and Zoning Department
Phone: 208-468-5406

Building Department
Phone: 208-468-5435

Fire Department
Phone: 208-468-5770

Public Works
Phone: 208-468-5513

State of Idaho Alcohol Beverage Control
Phone: 208-884-7060
TEMPORARY PARKING USE PERMIT for OUTDOOR DINING/SPECIAL EVENT

Approval Date:  
Expiration Date:

FEE: (Sidewalk Café/Outdoor Dining): $57.00 per stall/6mo.  
FEE: Special Events): $57.00 per stall/each separate event

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USE CHARACTERISTICS

1. Please give a brief statement describing the use:  
   ___________________________________________________________________________
   ___________________________________________________________________________
   ___________________________________________________________________________

2. How many parking spaces are you requesting for the proposed use:  
   _______________________________
3. Please describe the proposed hours of operation:

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OR give hours for each day of the week

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4. How many seats will be located in the outdoor seating area? ______________

5. Is alcohol being proposed to be served in the outdoor dining area? ______________
   *If yes, approval from City Clerk and Police Department are required. Additional documentation may be required.

6. Proposed Start and End Date:

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<th>Start Date:</th>
<th>End Date:</th>
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**The Following information must be submitted with this application:**

**Site Plan:** Indicating proposed location of the outdoor dining area, along with seating layout for all tables and chairs, and location of all entrances, exits, trees, shrubbery, trash receptacles, and the like.

**Detailed Furniture Location and Information:** Indicating the construction and appearance of all furniture to be used within the outdoor dining area. Provide cut sheets or pictures demonstrating the type of barricades, landscaping or other features that will be utilized to define the outdoor dining area and enhance the aesthetic appeal of the area.

**Information regarding refuse disposal:** and
Liability and Insurance: Provide copy of your general comprehensive liability insurance insuring against claims, demands or actions arising out of or in connection with the existence of any and all construction equipment and/or vehicles placed within the construction area. The policy of insurance shall require the insurer to defend, indemnify and hold the city harmless from any and all claims for injury or damage, and shall pay all judgments, costs or expenses which the city may incur or suffer by reason of granting a permit in connection with the erection, alteration, maintenance, repair, removal or existence of such items. Such policy of insurance shall provide liability coverage for bodily injury, death and property damage of not less than one million dollars ($1,000,000.00) combined single limit during any one occurrence for injury to or death of any one or more persons and for property damage or destruction suffered as a result of the existence of such street furniture and shall name the City of Nampa as an additional insured. Such insurance shall (i) contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its right of action against any party before the occurrence of a loss; (ii) name the City of Nampa as an additional insured party; and (iii) provide that the policy shall not be cancelled, terminated or materially amended without at least forty-five (45) days prior written notice [fifteen (15) days if due to nonpayment of the premium] to the City of Nampa. Prior to the issuance or renewal of the permit, evidence satisfactory to the City of Nampa of the payment of all premiums of such policy, shall be delivered to the City of Nampa for review. As a condition subsequent to the issuance of the permit, the permit holder shall maintain the required insurance at all times while the permitted item or items are located in the sidewalk area.
I do hereby agree to comply with the following: 1) the sidewalk and walkway areas will be maintained in a clean and safe condition; 2) the required open portion of the sidewalk will be kept free from any obstructions or encroachments pertaining to the dining use; 3) the proposed outdoor dining area will comply with all conditions of City Code 7-2-6 and Resolution 11-2012; and 4) the location and number of tables, spacing of tables, and access to and within the outdoor dining area will meet all Building Codes, Americans with Disabilities Act, and Federal ADA requirements for accessibility; 5) in no event shall the operation of the outdoor dining area reduce the open portion of the sidewalk to less than five feet (5’) in width.

Additionally, I do hereby certify that the information contained in this application and addendums (if applicable) has been furnished to me and is true and correct. I understand that any untrue, inconsistent or misleading information shall be cause for the refusal to grant, or the revocation of, any license to operate in the City of Nampa. I have read and understand by obligations under appropriate Nampa Ordinances respective to the permit(s) for which I am applying. I further certify that if any of the foregoing information changes during the course of the permit, I will notify the City of Nampa, within seven (7) days of such change.

Signature______________________________ Date ____________________

Print Name______________________________ Title ________________
RESOLUTION NO. ____11-2012________

A RESOLUTION OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ADOPTING TH SIDEWALK CAFÉ, OUTDOOR DINING, AND SPECIAL EVENT DESIGN GUIDELINES.

WHEREAS, the City of Nampa recognizes the importance of outdoor dining to the vitality and success of the Downtown; and

WHEREAS, the City of Nampa desires to adopt procedures and guidelines intended to promote the health, safety and welfare of our residents, businesses and visitors; and

WHEREAS, it appears to the City Council of the City of Nampa, Idaho, that it would be advantageous and beneficial to the City, particularly to the Downtown Historic District, Economic Development & Code Enforcement, to adopt the Sidewalk Café, Outdoor Dining and Special Event Design Guidelines.

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

Section 1: That the City of Nampa hereby ADOPTS the Sidewalk Café, Outdoor Dining, and Special Event Design Guidelines. See Attachment A


APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 21ST DAY OF FEBRUARY, 2012
ATTACHMENT A

SIDEWALK CAFÉ, OUTDOOR DINING, AND SPECIAL EVENT DESIGN GUIDELINES

Introduction

The City of Nampa recognizes the importance of outdoor dining to the vitality and success of our Downtown Historic District (DH) Zone. These design guidelines are in place to promote the health, safety and welfare of our residents, businesses and visitors. All sidewalk cafes, outdoor dining facilities, and special events are subject to the City of Nampa Ordinances, all applicable Building Codes, Fire Codes, Americans with Disabilities Act, and the State of Idaho Liquor regulations.

Purpose

These guidelines provide standards for outdoor dining areas throughout the Downtown Historic District (DH Zone) with special attention to those dining areas in high visibility areas within the public right-of-way. Central to the process of allowing outdoor dining areas is the necessity of ensuring furniture and other items placed along the street positively contribute to the historic character of Downtown Nampa. The guidelines apply to all sidewalk cafes, outdoor dining facilities, and special events approved by the City of Nampa’s Economic Development Department. Failure to comply with these requirements constitutes a violation of Nampa City Code.

Definitions

1. Limit Line: Area approved by the City of Nampa to be occupied for an outdoor seating/dining/event use. Such area may be on sidewalks, where sidewalks are wide enough to accommodate the requested use plus space required for the pedestrian zone. Such pedestrian zone shall comply with the ANSI standards for accessibility, but in no case be less than five (5) feet in width. Areas located within on-street parking stalls shall in no case take up more than twelve (12) feet of the length of such stalls.

2. Fence Line or Perimeter Fence: A fence enclosing an outdoor seating/dining/event area, which may be on or within the limit line.

Other Regulations

City of Nampa and the State of Idaho have adopted regulations that may apply to outdoor dining areas, seating areas, and/or special event areas. These may include, but may not be limited to:

City of Nampa

- Alcoholic Beverages
- Sidewalk Café, Outdoor Dining, and Special Event
Placement of Fences and Furnishings

- **Placement of Fences**

  The distance from any fence used to enclose a café or outdoor seating area, which fence is parallel to the building face, shall not exceed the limit line unless otherwise specified in the Parking Use Permit conditions.

- **Placement of Furnishings/Accessories**

  All furnishings/accessories except certain umbrella shades, awning or canopy extensions and planters shall be places within the perimeter fence surrounding the outdoor dining/seating/event area, if a fence is required/provided, or within the limit line if no fence is required or provided. The furnishings include but are not limited to benches, chairs, tables, umbrella bases, awnings and canopies, planters, trash receptacles, and all other accessories or equipment.

  Umbrella stands and any umbrella shade that is less than six (6) feet, eight (8) inches in height at its lowest point from the walking surface shall be located inside the perimeter fence and the limit line. If an umbrella shade is at least six (6) feet, eight (8) inches in height at its lowest point from the walking surface, then the umbrella shade may extend outside the perimeter fence and the limit line.

  Planters owned by the business owner/operator are permitted in the outdoor dining/event area at the discretion of the business owner/operator as long as they are within the limit line. If an outdoor dining/event area has a perimeter fence, planters are permitted outside the fence line if they are within the limit line. If a business owner/operator desires planters outside the
perimeter fence or suspended from the outside edge of the perimeter fence, the fence shall be placed or configured so both the fence and the planters are within the limit line.

Awnings and canopies that are attached to the building and extend from the building face to the limit line may include an extension beyond the limit line if the extension is at least seven (7) feet in height from the walking surface. Extensions shall not exceed one-half (1/2) feet beyond the limit line.

**Design Standards**

- **Fences**

  Each outdoor dining/event area where alcohol is served shall have a continuous fence around the perimeter except for one opening as required by Idaho State Code¹. Fences installed shall be of metal, and be black, antique brown or bronze in color. Fences shall be well-crafted and have a durable, professional finish. Prior to installing a fence, the business owner/operator shall obtain approval from the City of Nampa for the design, materials and construction specifications to be used for the fence.

  Fences shall have sturdy support poles and bases that can withstand heavy jostling and bumping. The bases and fence layout shall be designed to create a stable enclosure without anchoring the fence to the ground. Attaching the fence to the ground is not allowed. Connections at corners shall be made so fence does not pull apart under normal use. Fences shall be a minimum of thirty-six (36) inches in height. Fences shall not create a continuous barrier more than four (4) feet in height. Fences shall be removable to accommodate events and change in seasons.

  Fences that run more or less parallel to the curb line shall be equidistant from the curb line with allowances for indentations at entrance points and for planters. Where no curb line exists, the fence should be equidistant from the building face. Fence placement shall not be slipshod. City of Nampa may require a business owner/operator to adjust fence alignment to meet these standards.

  Bases on support posts for fences may extend an additional one (1) foot outside the limit line if the base lies flat on the ground. Combining a fence with a support structure for an overhead awning or canopy is allowed if approved in writing by the City of Nampa Economic Development Department.

  Outdoor dining areas where alcohol is not served are not required to have a continuous fence, but must have fencing between all dining areas and adjacent parking stalls and the street. All furnishings other than umbrella shades and awning or canopy extensions shall be placed within the limit line.
• **Sidewalks**

A minimum of five (5) foot wide continuous pedestrian access along the public sidewalk free from all obstructions is required and must not create any pedestrian hazard.

• **Umbrellas, awnings and canopies**

Umbrellas, awnings and canopies shall be of cloth, and use colors that are in compliance with the Downtown Historic Guidelines and complementary to the aesthetics of the building it serves. Umbrellas and freestanding awnings or canopies shall be plain with no writing, graphics or advertising permitted. Umbrellas shall be securely anchored in stands.

Awnings and canopies attached to the building may include the name of the business if this signage is approved by the City of Nampa as an allowed tenant identification sign and the proper sign permits have been obtained.

Awnings and canopies that are attached to the building and extend from the building face to the limit line as provided in the section of placement of furnishings.

• **Planters**

The design of planters owned by business owners/operators is at the discretion of the business owner/operator as long as they are placed within the limit line and are complimentary to the colors of the building exterior.

• **Trash receptacles**

Each outdoor dining area shall have a trash receptacle with a lid within the fence lines/limit lines.

• **Signage**

Signage shall not be posted on fencing surrounding outdoor areas except for signs required by law or for small informational signs, such as; “No smoking on patio”. Sign banners are not permitted. A-frame and T-frames signs shall be located within the outdoor area limit line for the outdoor area to which they belong or in the furnishing zone directly in front of the outdoor area. All signage shall comply with the City of Nampa regulations.

• **Decorative Lighting**

Lighting on fencing is permitted if the intent is to add a festive, decorative element and not to attract attention. Lighting shall be white or clear in color and shall be understated. Flashing
lights are not allowed. Light strands shall be kept in good repair and burned out bulbs shall be replaced.

- **Accessibility**

  Location and number of tables, spacing of tables and access within the outdoor dining area must meet all Building Code and Americans with Disabilities Act requirements.

**Maintenance**

Business owners/operators shall be responsible for maintaining fences and furnishings in such a manner that these improvements present a high quality image. Any fences or furnishings showing signs of wear, damage or failure shall be promptly refurbished, repaired and/or replaced.

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1The State of Idaho Alcohol Commission requires that outdoor dining areas where alcohol is served must be separated from pedestrian areas by a continuous enclosure except for one entry point. Such outdoor dining areas must also be immediately adjacent to the establishment serving alcohol. Signage must be posted that alcohol cannot be taken off-premises.
**Historic Entertainment/Dining Optional Streetscape Type**

**Historic Entertainment/Dining Block**

Description: Designed for particular street segments where pedestrian emphasis is of primary importance. Designed for business and mixed-use areas where there is a concentration of higher intensity development, ground floor retail, restaurant and entertainment uses. The design of the block can function both as a street and as a public space for outdoor dining, public space, display of merchandise or retail, outdoor sales and promotions, and outdoor patio space. Parking may occur on one, both, or neither side depending on specific requirements.

Street: (2) travel lanes, valley gutter and optional parallel parking each side

Sidewalk: 2' wide drylaid brick band, running adjacent to the curb (within the 6' wide pedestrian zone), with a basket weave pattern. Remaining width of sidewalk to be concrete (minimum 10'). Refer to “Surfaces” section.

**Note:** Due to the unique circumstances presented with each individual site, the implementation of Optional Streetscape types must be reviewed by the Economic Development, Engineering, Parks and Streets Departments. In the event the design changes existing parking patterns, the final plan must approved by City Council before permits to begin work will be issued.

Furnishings: Historic streetlights, strategically placed along the sidewalk and at corner intersections. Benches, trash receptacles, bicycle racks and other furnishings shall conform to “Furnishings” section. Location of streetlights will be as approved by the City of Nampa.

Street Trees: Class I or Class II trees shall be located along the length of the sidewalks, with drip irrigation and electrical. Coordinate planning and installation of trees with City of Nampa Forester. Refer to “Street Tree” section. New trees installed shall incorporate all of the necessary irrigation, electrical and lighting required. Each tree well shall be provided with electrical within the tree well. Trees at corner intersections and within bulb-outs must be of the Class II Type.
Optional Streetscape Type
Historic District
Entertainment/Dining

NOTE
* Reference Furnishings and Surfaces Sections for noted items.

1  8’ wide optional short term parking

2 6’+ wide Pedestrian Zone including 2’ drylaid brick in a basket weave pattern. Brick to run the length of the sidewalk and adjacent to the curb and surround tree wells.

3 10’+ wide Dining Zone. Concrete

4 Class I or II Street Trees, with drip irrigation & electrical. Class II Trees at corners & bulb-outs with drip irrigation & electrical.

5 Historic Light, min. 4 per block face.

6 Historic Light at each corner. City Standard Signal Pole where occurs.

7 Curb and optional parking.

8 Pedestrian Ramp. Concrete. 2’x4’ concrete truncated domes. 2’x12’ concrete truncated domes at alley crossing.

9 Valley Gutter.

ENTERTAINMENT/DINING SECTION (OPTIONAL PARKING)

ENTERTAINMENT/DINING STREET PLAN (NO PARKING)

*Details shown are for reference of aesthetics and are not a true representation of street widths or street design
Supporting documents are included with Item 5-07.
Supporting documents are included with Item 5-07.
MEMORANDUM

To: Mayor Kling and City Council
From: Beth Ineck
CC: Robyn Sellers
Date: 12/11/2019
Re: Authorization for Mayor to sign FY2020 CLG Grant Application – SHPO recommended training for Arts & Historic Preservation commission and staff

The Arts and Historic Preservation Commission took formal action at their November and December regular meetings to move forward with the State Historic Preservation Office’s recommendation to apply for FY2020 Certified Local Government Funds to send staff and commissioners to the National Historic Preservation Alliance FORUM and Idaho’s Heritage trainings.

If the grant is awarded the Commission has voted to send Jay Snyder and Ron Wormser to the NAPC FORUM training in Tacoma, WA July 22-26. They also voted to send Jay Snyder, Ron Wormser and Roger Volkert to the Idaho Heritage Conference September 15-17 in Pocatello, ID.

Staff and the Arts and Historic Preservation Commission recommend that the Mayor sign the FY 2020 CLG grant to send staff and commissioners to NAPC and Idaho Heritage trainings.
Action Item Request:          Contract Approval for Commercial Electrical Inspection Services

Service Provider:           Shane Vigil
                           Electrical Controls and Instrumentation LLC
                           1300 N Autumn Wind Drive
                           Nampa, ID 83687

Contract Terms:             Lump sum fee of $63,680.10 which is based on 60% of Electrical
                           Permit Fee for Amazon Fulfillment Center Project.

Funding:                   These services will be funded by the Electrical Permit Fee Income
                           and reconciled with a budget amendment to the FY20 Building
                           Safety Enterprise Fund Budget.

Mayor and Legal Review:    This issue has been reviewed by the City Attorney’s Office and the
                           Mayor.

REQUEST: The City Council approve the contract terms and authorize the Mayor to sign a
professional services contract agreement in the amount of $63,680.10 with Shane Vigil, Owner
of Electrical Controls and Instrumentation LLC for electrical inspection services for the Amazon
Fulfillment Center Construction Project. Building Safety Department.
PROFESSIONAL SERVICES CONTRACT AGREEMENT

THIS AGREEMENT, made this 20th day of December 2019, between the parties, NAMPA BUILDING SAFETY DEPARTMENT through the City of Nampa, an Idaho municipal corporation of 411 3rd Street South, Nampa, Idaho 83651, hereinafter referred to as "Department," and Shane Vigil, an individual owner of Electrical Controls and Instrumentation LLC, of 1300 N Autumn Wind Drive, Nampa, ID 83687, hereinafter referred to as “Service Provider,”.

1. Scope of Services: The Service Provider shall furnish labor and shall perform the work described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of this Agreement together with any amendments that may be agreed to in writing by both parties:

Services to be Provided: Assist the Nampa Building Safety Department by performing all Commercial Electrical Inspections, and any other tasks related to documenting the on-site commercial electrical inspections, as listed in Section 1.b of this Agreement, which would customarily be performed by the City of Nampa for the 2,644,044 square foot Amazon Fulfillment Center being constructed within the City of Nampa, Idaho.

   a. Evaluation. It is understood that upon completion of each week, the Department will evaluate the Service Provider's work considering criteria determined sufficient by Department, which may include the result accomplished, the timeliness of work performed, the technical quality of the work, the thoroughness of work performed in relation to the objectives.

   b. Prior Authorization of Activities. Except for activities expressly identified in the Scope of Services, Department designee shall be consulted prior to incurring any additional time, and a TASK ORDER shall be completed and approved by all parties. Copies of all inspection results, correction notices, memoranda, correspondence, and work product are property of the City of Nampa and shall be provided to a Department designee.

2. Amount of Contract: In exchange for the foregoing services to be rendered by the Service Provider, Department shall pay the Service Provider in the amount of Sixty-Three Thousand and Six Hundred and Eighty Dollars ($63,680.10). Said amount shall be delivered to the Service Provider in 11 equal monthly payments of Five Thousand, Seven Hundred and Eighty-Nine and Ten 100ths Dollars ($5,789.10), with the first of the eleven payments to be made for the month of January, 2020, pursuant to Section 7 of this Agreement. The foregoing amount is based on 60% of the collected electrical permit fee for the Amazon Fulfillment Center Building Project. That maximum amount, as well as the scope of work, may be modified only by mutual written agreement between the parties.

3. Term: The term of this Agreement shall be for 316 calendar days, to commence on December 20, 2018, and to terminate at midnight on October 31, 2020. The term may be modified or extended by mutual written agreement of the parties.
4. Indemnification and Insurance: Service Provider shall indemnify and save and hold harmless Department and City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Service Provider, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of the City or its employees.

In addition, Service Provider shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, professional liability insurance, in which the City of Nampa shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code.

Proof of all insurance shall be submitted to City of Nampa prior to working under this contract, and upon request thereafter.

5. Independent Contractor: In all matters pertaining to this agreement, Service Provider shall be acting as an independent contractor and not an employee of Department or of the City of Nampa. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

Neither Service Provider nor any employee, servant, agent, or volunteer of Service Provider shall be deemed an employee of the Department. Neither Service Provider nor any employee, servant, agent, or volunteer of Service Provider are entitled to any benefits the Department may provide its employees or partners.

6. No Additional Compensation or Mileage: No compensation or payment will be made for any mileage, subcontract, or other personal services, nor reimbursement made for any costs or expenses. The total amount of payment or compensation to be paid to the Service Provider under the terms of this Agreement is as specified in Section 2 of this Agreement. Service Provider shall be responsible for all other costs, including, but not limited to, travel, lodging, insurance, any and all subcontracts, and any and all other expenses that may arise during the course of the delivery of the services contemplated by this Agreement.

7. Method of Payment: Service Provider will invoice the City of Nampa Building Safety Department directly each month, the first month being January 2020, and for each of the next ten months, with the final month being November 2020, for a total of eleven months for all current amounts earned under this Agreement at the end of each month. Department will pay all invoices within thirty (30) days after receipt.

8. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:
Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

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

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

11. **Assignment**: It is expressly agreed and understood by the parties hereto, that Service Provider shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Department.

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

13. **Reports and Information**: At such times and in such forms as the Department may require, there shall be furnished to the Department such records, reports, data, and information as the Department may request pertaining to matters covered by this Agreement.

14. **Audits and Inspections; Public Records**: At any time during normal business hours and as often as the Department may deem necessary, there shall be made available to the Department for examination all of Service Provider's records with respect to all matters covered by this Agreement. Service Provider shall permit the Department to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Service Provider acknowledges that all documents and other records produced in the provision of services hereunder, or in any way related to this Agreement, may be public records, and that, therefore, said records may be released to the public upon a lawful request for such records.

15. **Compliance with Laws**: In performing the scope of services required hereunder, Service Provider shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
16. **Changes**: The Department may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in Service Provider’s compensation, which are mutually agreed upon by and between the Department and the Service Provider, shall be incorporated in written amendments to this Agreement.

17. **Termination for Cause**: If, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Service Provider shall violate any of the covenants, agreements, or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Service Provider of such termination and specifying the effective date thereof, which may be effective immediately. If this agreement is terminated for cause the Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Service Provider shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of this Agreement by the Service Provider, and the Department may withhold any payments to the Service Provider for the purposes of set-off until such time as the exact amount of damages due the Department from the Service Provider is determined. This provision shall survive the termination of this agreement and shall not relieve the Service Provider of its liability to the Department for damages, provided that the amount of such damages shall not exceed the total compensation provided for in this agreement.

18. **Termination for Convenience of Department**: The Department may terminate this Agreement at any time by giving at least fifteen (15) days’ notice in writing to the Service Provider. If the Agreement is terminated by the Department as provided herein, Service Provider will be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. If this Agreement is terminated due to the fault of Service Provider, Section 17 hereof relative to termination shall apply.

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

20. **Non-Appropriation**: Should funding become not available, due to lack of appropriation, the Department may terminate this agreement upon 30 (thirty) days’ notice.

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

22. **Applicable Law**: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Nampa.
23. **Approval Required.** This Agreement shall not become effective or binding until approved by the City of Nampa.

DATED this ___ day of __________________, 2019.

**CITY OF NAMPA**

____________________________________________
Deborah Kling, MAYOR
City of Nampa

**SERVICE PROVIDER**

____________________________________________
Shane Vigil, Owner
Electrical Controls and Instrumentation LLC
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Scope</th>
<th>Fee Estimate</th>
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</thead>
<tbody>
<tr>
<td>WC3</td>
<td>Plan Review</td>
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<tr>
<td>Building Dept Staff</td>
<td>iPads</td>
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</tr>
<tr>
<td></td>
<td>Total Permit Fees</td>
<td>$ 899,609.00</td>
</tr>
</tbody>
</table>
December 16, 2019 City Council: New Business Action Item
Building Inspection Services for Amazon Building Project
Building Safety Department

Action Item Request: Contract Approval for Commercial Building Inspection Services for Amazon Building Project.

Service Provider: SAFEbuilt, LLC
3755 Precision Drive
Suite 140
Loveland, CO 80538

Contract Terms: Compensation will be based on an hourly fee of $94.00 per hour on a time and materials basis not to exceed $100,000. Inspections will be provided on an on call basis with a Two (2) hour minimum charge for each inspection for the Amazon Fulfillment Center Project.

Funding: These services will be funded by the Amazon Fulfillment Center Project Building Permit Fee and reconciled with a budget amendment to the FY20 Building Safety Enterprise Fund Budget.

Mayor and Legal Review: This issue has been reviewed by the City Attorney’s Office and the Mayor.

REQUEST: That the City Council approve the contract terms and authorize the Mayor to sign a professional services contract agreement for building inspection services in an amount not to exceed $100,000 with SAFEbuilt, LLC for the Amazon Fulfillment Center Construction Project.
PROFESSIONAL SERVICES CONTRACT AGREEMENT

THIS AGREEMENT, made this 20th day of December 2019, between the parties, NAMPA BUILDING SAFETY DEPARTMENT through the City of Nampa, an Idaho municipal corporation of 411 3rd Street South, Nampa, Idaho 83651, hereinafter referred to as "Department," and SAFEbuilt, 3755 Precision Drive, Suite 140, Loveland, CO 80538, hereinafter referred to as "Service Provider."

1. Scope of Services: The Service Provider shall furnish labor and shall perform the work described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of this Agreement together with any amendments that may be agreed to in writing by both parties:

Services to be Provided: Assist the Nampa Building Safety Department in the performance of Commercial Building Inspections. Said services shall include, but are not be limited to, building inspection work and any other tasks related to documenting the on-site building inspections for the Amazon Fulfillment Center to be located within the City of Nampa, Idaho.

   a. Evaluation. It is understood that upon completion of each week, the Department will evaluate the Service Provider's work considering criteria determined sufficient by Department, which may include the result accomplished, the timeliness of work performed, the technical quality of the work, the thoroughness of work performed in relation to the objectives.

   b. Prior Authorization of Activities. Except for activities expressly identified in the Scope of Services, Department designee shall be consulted prior to incurring any additional time, and a TASK ORDER shall be completed and approved by all parties. Copies of all inspection results, correction notices, memoranda, correspondence, and work product are property of the City of Nampa and shall be provided to a Department designee.

2. Amount of Contract: Compensation to the Services Provider shall be paid on a time and materials basis, with an hourly fee of $94.00 for actual time spent, not to exceed a total contract amount of $45,000.00. Services will be provided on an on-call basis, with a two (2) hour minimum charge for each inspection. That maximum amount of this Agreement may be modified only by mutual written agreement between the parties.

3. Term: The term of this Agreement shall be for 316 calendar days, to commence on December 20, 2018, and to terminate at midnight on October 31, 2020. The term may be modified or extended by mutual written agreement of the parties.

4. Indemnification and Insurance: Service Provider shall indemnify and save and hold harmless Department and City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Service Provider, its servants, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of the City or its employees.
In addition, Service Provider shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, professional liability insurance, in which the City of Nampa shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless the City; and if the City becomes liable for an amount in excess of the insurance limits, herein provided, Service Provider covenants and agrees to indemnify and save and hold harmless the City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property.

Proof of all insurance shall be submitted to City of Nampa prior to working under this contract, and upon request thereafter.

5. Independent Contractor: In all matters pertaining to this agreement, Service Provider shall be acting as an independent contractor, and not an employee of Department or of the City of Nampa. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

Neither Service Provider nor any employee, servant, agent, or volunteer of Service Provider shall be deemed an employee of the Department. Neither Service Provider nor any employee, servant, agent, or volunteer of Service Provider are entitled to any benefits the Department may provide its employees or partners.

6. No Additional Compensation: No compensation or payment will be made for any subcontract or other personal services, nor reimbursement made for any costs, expenses, or mileage, except as agreed to in writing in advance by the parties.

7. Method of Payment: Service Provider will invoice the City of Nampa Building Safety Department directly for all current amounts earned under this Agreement at the end of each month. Department will pay all invoices within thirty (30) days after receipt.

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

<table>
<thead>
<tr>
<th>Patrick Sullivan</th>
<th>SAFEbuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Nampa Building</td>
<td>3755 Precision</td>
</tr>
<tr>
<td>Safety Department</td>
<td>Drive Suite 140</td>
</tr>
<tr>
<td>411 3rd Street South</td>
<td>Loveland, C) 80538</td>
</tr>
<tr>
<td>Nampa, Idaho 83651</td>
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Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.
9. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney’s fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

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11. Assignment: It is expressly agreed and understood by the parties hereto, that Service Provider shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Department.

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

13. Reports and Information: At such times and in such forms as the Department may require, there shall be furnished to the Department such records, reports, data, and information as the Department may request pertaining to matters covered by this Agreement.

14. Audits and Inspections; Public Records: At any time during normal business hours and as often as the Department may deem necessary, there shall be made available to the Department for examination all of Service Provider's records with respect to all matters covered by this Agreement. Service Provider shall permit the Department to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Service Provider acknowledges that all documents and other records produced in the provision of services hereunder, or in any way related to this Agreement, may be public records, and that, therefore, said records may be released to the public upon a lawful request for such records.

15. Compliance with Laws: In performing the scope of services required hereunder, Service Provider shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

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Provider of such termination and specifying the effective date thereof, which may be effective immediately. If this agreement is terminated for cause the Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Service Provider shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of this Agreement by the Service Provider, and the Department may withhold any payments to the Service Provider for the purposes of set-off until such time as the exact amount of damages due the Department from the Service Provider is determined. This provision shall survive the termination of this agreement and shall not relieve the Service Provider of its liability to the Department for damages, provided that the amount of such damages shall not exceed the total compensation provided for in this agreement.

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

20. Non-Appropriation: Should funding become not available, due to lack of appropriation, the Department may terminate this agreement upon 30 (thirty) days’ notice.

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

22. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Nampa.

23. Approval Required. This Agreement shall not become effective or binding until approved by the City of Nampa.
DATED this ___ day of ________________, 2019.

CITY OF NAMPA

Debbie Kling, MAYOR
Building Safety and Facilities Development
City of Nampa

SERVICE PROVIDER

Thomas P. Wilkas, Chief Financial Officer
SAFEbuilt, LLC
## AMAZON INSPECTION BUDGET

### Vendor

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Scope</th>
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<tbody>
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<td>$899,609.00</td>
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December 16, 2019 Council Action Item: BID AWARD
NAMPA DEVELOPMENT SERVICES CENTER BUILDING
OFFICE FURNITURE PURCHASE AND INSTALLATION
THE CITY OF NAMPA, FACILITIES DEVELOPMENT
(As approved in the FY20 Building Safety Department budget)

- As part of the overall tenant improvements at the Nampa Development Services Center, the office furniture needs have been designed to re-use 60% of the furniture that was purchased with the building, and the remaining 40% will need to be purchased. This portion of the project is to be funded through the Development Services Fund in the amount of $175,000.00 which includes the $158,923.07 bid price and a $16,076.93 contingency amount reserved for unforeseen conditions. This $175,000.00 budget line items for office furniture was approved as part the FY20 Building Safety Department which is an enterprise fund.

- This is a piggy-back purchase utilizing the NASPO State of Idaho contract.

- The Contract Documents have been reviewed and approved by Douglas Waterman at the City Attorney’s Office.

- The Proposer provides all management, supervision, labor, materials, supplies, and equipment, and will plan, schedule, coordinate and assure effective performance of all services described herein. Summarily they will supply and install office furniture at the Nampa Development Services Center.

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

REQUEST: Council approve the quotation and authorize Mayor Kling to sign the contract with Office Environment Company, (OEC), for Office Furniture Purchase and Installation at The Nampa Development Services Center Building, not to exceed the amount of $158,923.07 and approve the additional contingency amount of $16,076.93.
Scope Of Work:
Office Environment Company (OEC) is ordering and installing product to furnish the Nampa Development Services Center (NDSC). Products include desks, desk systems, panels, storage, and minimal chairs and tables. OEC also provided services to tag and inventory existing furniture in order to reuse within the building.

<table>
<thead>
<tr>
<th>Product Subtotal</th>
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<td>396 LABOR - Labor to re-install used furniture on 1st floor, OEC001</td>
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<td>397 LABOR - Basement install, $5000 already paid, OEC001</td>
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<td>398 LABOR - Take drafting table tagged &quot;City of Nampa&quot; from bay 24-A and deliver to site with new product, OEC001</td>
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Quotation Totals
| Sub Total                                             | 158,752.91 |
| GLO008 GI FREIGHT                                     | 170.16     |
| IDAHO NON TAXABLE                                     | 0.00       |
| Grand Total                                           | 158,923.07 |

50% of payment is due when the order is placed. The balance is due within 30 days of furniture installation.

Accepted by_________________________Title____________________Date__________________
GROUP DESCRIPTIONS

Workspace Furniture

The Workspace Furniture category groups together three (3) categories of coordinating furniture. This category has been created so that end users of the resulting contracts have an option of selecting from a group of coordinating furniture for the office environment.

Systems Furniture and Accessories: Systems furniture, including monolithic and frame and tile, is a generic term for panels, work-surfaces, shelves, and other items sold by a single manufacturer as a package for furnishing offices. Cubicles and the sea of cubicles are the items most often associated with systems furniture, but other open plan arrangements are included.

Desks/Tables and Accessories: A desk/table is a freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have sit-to-stand capability, drawer(s), doors, or other storage elements. Free-standing desks, conference room tables, small office tables, side tables, and dining tables are included in this category.

Filing and Storage and Accessories: The filing and storage category may include, but is not limited to; bookcases, wardrobes, cabinets, Free-standing and mobile pedestals, and wall mounted shelving. This category does not include shelving units that are attached to system furniture cubicle walls.

Seating and Accessories

The seating category includes both high back and standard executive chairs, conference room chairs, task/work chairs that may have multiple seat pan sizes and are either mesh back or fabric with arms or without and guest/side chairs that have both four point and star bases. This category also includes optional reception/lounge seating, dispatch chairs, stackable/foldable chairs, collaborative, and stationary and height adjustable stools.)

Awards by Category

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<thead>
<tr>
<th>Workspace Furniture</th>
<th>Seating and Accessories</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allsteel</td>
<td>Allsteel</td>
</tr>
<tr>
<td>Herman Miller</td>
<td>Haworth</td>
</tr>
<tr>
<td>The HON Company</td>
<td>Herman Miller</td>
</tr>
<tr>
<td>Steelcase</td>
<td>Steelcase</td>
</tr>
</tbody>
</table>
Awards by Vendor

<table>
<thead>
<tr>
<th>Vendor</th>
<th>PADD Code</th>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allsteel</td>
<td>PADD18200479</td>
<td>Workspace Furniture</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Seating</td>
</tr>
<tr>
<td>Haworth</td>
<td>PADD18200490</td>
<td>Workspace Furniture</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Seating</td>
</tr>
<tr>
<td>Herman Miller</td>
<td>PADD18200482</td>
<td>Workspace Furniture</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Seating</td>
</tr>
<tr>
<td>The HON Company</td>
<td>PADD18200</td>
<td>Workspace Furniture</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Seating</td>
</tr>
<tr>
<td>Steelcase</td>
<td>PADD18200507</td>
<td>Workspace Furniture</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Seating</td>
</tr>
</tbody>
</table>

**CONTRACT OVERVIEW:**

- NASPO is a Mandatory-Use Contract for State Agencies, optional use for Political Subdivisions, K-12 and non-State Higher Ed.
- All State Agencies are exempt from the payment of sales or property tax.
- All State Agencies may terminate orders with no penalty for Non-appropriation of funds.
- Availability of products will vary – product offerings will be determined based on the individual Manufacturers and Scope of Work in the amended RFP posted by Utah.
- All Manufacturers allow for Dealers to bill the State directly. All usage and admin fee information gets reported through the manufacturer.
- No furniture leasing options provided.
- Base pricing includes standard delivery FOB Destination, freight pre-paid with all transportation and handling charges paid by the Contractor.
- Non-standard delivery rates are not included in base pricing.
- Warranty periods begin upon delivery.
- Payment Terms are Net 30 Days following the date the entire order is delivered or the date the correct invoice is received, whichever is later.

**ADDITIONAL SERVICES:**

- **Design Services:**
  - Design Services include but are not limited to; space planning, installation plans, furniture migration strategies, reconfiguration of existing systems, inventory of existing furniture, assistance with furniture selection, interior office design and computerized installation drawings.

- **Installation Services:**
  - Installation Services include all labor required to disassemble, assemble, deliver, set-up, install, and otherwise finish an office installation or remodel project.

- **Customer Service:**
  - Including, but not limited to; sales service, customer service, product information services and warranty services.
State of Idaho

Participating Addendum

Purchase Order Summary

<table>
<thead>
<tr>
<th>Purchase Order Number:</th>
<th>PADD18200507</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number:</td>
<td>AC-1</td>
</tr>
<tr>
<td>Purchase Order Date:</td>
<td>May 18, 2018</td>
</tr>
<tr>
<td>Service Start Date:</td>
<td>May 18, 2018</td>
</tr>
<tr>
<td>Service End Date:</td>
<td>January 21, 2023</td>
</tr>
<tr>
<td>Payment Method:</td>
<td>Invoice</td>
</tr>
<tr>
<td>Payment Terms:</td>
<td>No Payment Terms specified</td>
</tr>
<tr>
<td>Currency:</td>
<td>USD</td>
</tr>
<tr>
<td>FOB Instruction:</td>
<td>Destination</td>
</tr>
</tbody>
</table>

Attachment(s):
- Attachment A - Price Sheet.pdf
- Steelcase PADD Executed.pdf
- 1520955311_Steelcase - Summary Sheet(1).doc

Supplier

Kevin Loubert
STEELCASE, INC
901 44th Street SE
Grand Rapids, MI 49508
Phone: 616-246-9455
Fax:
Email: kloubert@steelcase.com

Contract Number:

Bill To Address

DOP - Prog Mgr
Dept of Administration
Division of Purchasing
650 West State St Rm B-15
PO Box 83720
Boise, Idaho 83720
Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

Ship To Address

DOP - Prog Mgr
Dept of Administration
Division of Purchasing
650 West State St Rm B-15
PO Box 83720
Boise, Idaho 83720
Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

Instructions

This Contract is for Office Furniture pursuant to NASPO ValuePoint Master Price Agreement (MA147 administered by the State of Utah). This Contract is for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho code, Section 67-2327. The Division of Purchasing or the Requisitioning Agency will issue individual Placement Forms against this Participating Addendum on an as needed basis.

Contract Title: OFFICE FURNITURE
Contract Usage type: MANDATORY USAGE

PUBLIC AGENCY CLAUSE: YES

Contract Administration: Arianne Quignon

Phone: 208-332-1604

Fax: 208.327-7320

Email: Arianne.quignon@adm.idaho.gov

STEELCASE Contact: Bryan Breshears

Phone: 801.922.0988

Email: bbreshea@steelcase.com

CONTRACTOR: Ship to the FOB Destination and Bill Directly to the Ordering Agency as outlined on the Order Form or Purchase Order. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the PADD Number or PO Number will facilitate the efficient processing of payment.

<table>
<thead>
<tr>
<th>Supplier Part Number</th>
<th>Items</th>
<th>Quantity</th>
<th>Back Order</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.000</td>
<td>#1</td>
<td>0</td>
<td>ANN</td>
<td>1,000,000.00</td>
<td>$5,000,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Item Description**

FURNITURE: OFFICE (42500)

**Delivery Date:**

May 04, 2018

**Shipping Method:**

Delivery

**Shipping Instructions:**

Destination

**Special Instructions:**

Sub-Total (USD) $5,000,000.00

Estimated Tax (USD) $0.00

TOTAL: (USD) $5,000,000.00

Note: If there is a ▼ next to an item's unit price, that indicates that the price has been discounted.

Signature: Arianne Quignon

Signed By: Arianne Quignon
The following products or services are included in this contract portfolio:

- **All products, accessories and optional services (design and installation) within the awarded categories of Workspace Furniture and Seating (as outlined below).**

**Workspace Furniture**
- The Workspace Furniture category will group together three (3) categories of coordinating furniture. This category has been created so that end users of the resulting contracts have an option of selecting from a group of coordinating furniture for the office environment.
- **Systems Furniture and Accessories:** Systems furniture, including monolithic and frame and tile, is a generic term for panels, work-surfaces, shelves, and other items sold by a single manufacturer as a package for furnishing offices. Cubicles and the sea of cubicles are the items most often associated with systems furniture, but other open plan arrangements are included.
- **Desks/Tables and Accessories:** A desk/table is a freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have sit-to-stand capability, drawer(s), doors, or other storage elements. Free-standing desks, conference room tables, small office tables, side tables, and dining tables are included in this category.
- **Filing and Storage and Accessories:** The filing and storage category may include, but is not limited to; bookcases, wardrobes, cabinets, Free-standing and mobile pedestals, and wall mounted shelving. This category does not include shelving units that are attached to system furniture cubicle walls.

**Seating and Accessories**
The seating category includes both high back and standard executive chairs, conference room chairs, task/work chairs that may have multiple seat pan sizes and are either mesh back or fabric with arms or without and guest/side chairs that have both four point and star bases. This category also includes optional reception/lounge seating, dispatch chairs, stackable/foldable chairs, collaborative, and stationary and height adjustable stools.

**Master Agreement Terms and Conditions:**

1. **SCOPE:**
   This addendum covers the *Office Furniture (2018-2023)* led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.
2. PARTICIPATION:
This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Idaho. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. PRIMARY CONTACTS:
The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**Contractor**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Bryan Breshears</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>987 S W Temple, Salt Lake City, UT 84101</td>
</tr>
<tr>
<td>Telephone:</td>
<td>801.922.0988</td>
</tr>
<tr>
<td>Fax:</td>
<td>616.246.4918</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:bbreshea@steelcase.com">bbreshea@steelcase.com</a></td>
</tr>
</tbody>
</table>

**Participating Entity**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Arianne Quignon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>304 N. 8th Street, Room 403, P.O. Box 83720, Boise, ID 83720-0075</td>
</tr>
<tr>
<td>Telephone:</td>
<td>208.332.1604</td>
</tr>
<tr>
<td>Fax:</td>
<td>208.327.7465</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:arianne.quignon@adm.idaho.gov">arianne.quignon@adm.idaho.gov</a></td>
</tr>
</tbody>
</table>

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT
These modifications or additions apply only to actions and relationships within the Participating Entity. Participating Entity must check one of the boxes below.

[ ] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

4.1 NOTWITHSTANDING ANY PROVISIONS IN THE MASTER AGREEMENT TO THE CONTRARY, THE FOLLOWING SHALL APPLY TO THIS PADD:

4.1.1 Assignment: In accordance with Idaho Code 67-5726(1), no contract or order or any interest therein (i.e. this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Participating State. All rights of action, however, for any breach of this PADD by the contracting parties are reserved to the Participating State.
4.1.2 **Amendments:** Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the Participating State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section 4.2 will result in the Master Agreement amendment automatically being incorporated in this PADD.

4.1.3 **Governing Law:** Notwithstanding any provision to the contrary, the state of Idaho’s PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).

4.1.4 **Administrative Fee and Quarterly Usage Report:** The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the Participating State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity’s contract usage administrative fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one quarter percent (1.25%) of Contractor’s net (sales minus credits) quarterly Contract sales.

*For Example:* If the total of your net sales to Ordering Entities for one quarter = $10,000, you would remit $10,000 x 0.0125 = $125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Contractor will furnish detailed usage reports as designated by the Participating State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at [http://purchasing.idaho.gov/vendor_forms.html](http://purchasing.idaho.gov/vendor_forms.html). A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and ‘other’), as provided on the Form.

<table>
<thead>
<tr>
<th>Reporting Time Line (Fiscal Year Quarters)</th>
<th>Fee and Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Quarter  July 1 - Sept 30</td>
<td>October 31st</td>
</tr>
</tbody>
</table>

Page 3 of 6
E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov.
Mail your check, in the amount of the Quarterly Administrative Fee, to: State of Idaho, Attn:
Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.

4.1.5 Termination for Convenience: Subject to Section 28 of the Master Agreement, either party may terminate this PADD for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days written notice to the other party. In the event of termination of the PADD, all underlying leases, rentals, maintenance and license/subscription agreements to this Addendum, including applicable terms and conditions, will remain in full force and effect throughout the duration of the lease, rental, maintenance, or license/subscription agreement, in accordance with the terms of the applicable agreement.

4.1.6 Termination for Default: Subject to Section 28 of the Master Agreement, either party may terminate the Participating Addendum (but not the underlying leases or orders issued pursuant to the Contract prior to date of termination) when the breaching party has been provided written notice of default or non-compliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days, unless such longer period of time is mutually agreed upon in writing. If the Contract is terminated for default or noncompliance, the Contractor may be responsible for any reasonable costs resulting from the State’s award of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due. A Purchasing Entity may terminate a lease or an order when the Contractor has been provided written notice of default or non-compliance and fails to cure such breach or noncompliance within thirty (30) days of receiving written notice of said breach or noncompliance. Termination of this Agreement shall not affect Orders placed before the termination date and the parties’ respective obligations in connection therewith.

4.1.7 Public Records and Trade Secret: Title 74, Chapter 1, Idaho Code (the Public Records Act) provides for the examination of public records, including records related to procurements and contracts. Section 74-107 details an exemption to examination of records deemed “trade secrets.” Generally, this exemption describes trade secrets to “include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.”

Upon request, the Contractor must provide an electronic copy of any documents related to
this PADD, with any information it has determined to meet the Idaho Code definition of trade secret redacted within three (3) business days. The Contractor must redact only that information which meets the definition of "trade secret;" entire documents identified as "confidential" will not be accepted. The Contractor must also provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Document; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the State's procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law.

In the event the State receives a request pursuant to the Public Records Act, which includes information deemed "trade secret" by the Contractor, the Contractor must agree to defend and indemnify the State against any claim brought challenging the denial of the request under the trade secret exemption. Failure of the Contractor to provide an electronic copy of the redacted documents, or to defend and indemnify the State, will result in the State releasing the full (unredacted) document in response to the request.

5. LEASE AGREEMENTS:
   Leases Agreements are not applicable to this Participating Addendum.

6. SUBCONTRACTORS:
   All contactors, dealers, and resellers authorized in the State of Idaho, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor’s dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. ORDERS:
   Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

8. PRICING:
   All contract pricing will be in accordance with Attachment A – Price Sheet.
IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

<table>
<thead>
<tr>
<th>Participating Entity:</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Idaho</td>
<td>STEELCASE INC.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arianne Quignon</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arianne Quignon</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchasing Officer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/18/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brent Renkema</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brent Renkema</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager, Pricing and Contracts</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/16/2018</td>
</tr>
</tbody>
</table>

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

<table>
<thead>
<tr>
<th>Cooperative Development Coordinator:</th>
<th>Shannon Berry</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td>775-720-3404</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:sherry@naspovaluepoint.org">sherry@naspovaluepoint.org</a></td>
</tr>
</tbody>
</table>

Please email fully executed PDF copy of this document to: PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.
PARTICIPATING DEALERS

Office Environment Company
(Area A – Northern Idaho and Area B – Southern Idaho)
623 South Americana Blvd.
Boise, ID 83702
Phone: 208-385-0507
Fax: 208-385-9392
Contacts: Tim Lodge (x104), tim@oeceboise.com
Cara Chessler (x131), cchessler@oeceboise.com
Website: www.oecworks.com

Porter’s Office Products
(Area C: Eastern Idaho)
435 West Center
Pocatello, ID 83204
Phone: 208-269-6947
Contact: Dave Acocks
dacocks@portersop.com
www.portersop.com

Porter’s Office Products
(Area C – Eastern Idaho)
1050 N. 2nd East
Rexburg, ID 83440
Phone: 208-269-6947
Contact: Dave Acocks
dacocks@portersop.com
www.portersop.com
### ATTACHMENT A

#### NASPO ValuPoint - State of Idaho Contract PADD

<table>
<thead>
<tr>
<th>May, 2018</th>
<th>Discount from List Price - Drop Ship %</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1-$50,000</td>
<td>$50,001-$150,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Systems Furniture and Accessories</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Monolithic Systems &amp; Accessories</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Avenue, Series 9000</strong></td>
<td>68.61%</td>
</tr>
<tr>
<td>Answer, Uni/Hu/Oto Ring/Shelves, Universal System Worksurfaces, Duo Storage w/ Answer</td>
<td>66.59%</td>
</tr>
<tr>
<td><strong>Kicks Systems, Ts Rails &amp; Shelves, Ts Worksurfaces</strong></td>
<td>66.59%</td>
</tr>
<tr>
<td><strong>Standard Lighting, Utility Lighting</strong></td>
<td>66.59%</td>
</tr>
<tr>
<td><strong>Adj Tables - Series 5</strong></td>
<td>52.92%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Frame and Tile &amp; Accessories</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Answers, Monitrak, Uni/Hu/Oto Ring/Shelves, Universal System Worksurfaces, Uni System Wksf-Wood, Duo Storage w/ Answer &amp; Monitrak</td>
<td>66.59%</td>
</tr>
<tr>
<td><strong>Kicks Systems, Ts Rails &amp; Shelves, Ts Worksurfaces</strong></td>
<td>66.59%</td>
</tr>
<tr>
<td><strong>Standard Lighting, Utility Lighting</strong></td>
<td>66.59%</td>
</tr>
<tr>
<td><strong>Adj Tables - Series 5</strong></td>
<td>52.92%</td>
</tr>
</tbody>
</table>

### Balance of Worktools Products (with some Exceptions), Privacy, Bottomline, LED Linear, LED Personal, LED Shelf, Underline

<table>
<thead>
<tr>
<th>Seating</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Frontguy, Player</strong></td>
<td>58.49%</td>
</tr>
<tr>
<td><strong>Criterior</strong></td>
<td>68.61%</td>
</tr>
<tr>
<td><strong>462 Leap</strong></td>
<td>58.49%</td>
</tr>
<tr>
<td><strong>mediscaple, Bredy Lounge, B Free, Unami</strong></td>
<td>43.31%</td>
</tr>
<tr>
<td><strong>464 Leap Work Lounge</strong></td>
<td>49.38%</td>
</tr>
<tr>
<td><strong>467 Cachet, 460 Move, Roade, Roade Health</strong></td>
<td>53.41%</td>
</tr>
<tr>
<td><strong>Anna, Think, Reply</strong></td>
<td>54.95%</td>
</tr>
<tr>
<td><strong>Steelcase Series 1</strong></td>
<td>53.09%</td>
</tr>
<tr>
<td><strong>Gesture</strong></td>
<td>54.94%</td>
</tr>
</tbody>
</table>

### Aspects

<table>
<thead>
<tr>
<th>Aspects</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Coalesse, Cura, Lealta, Malibu, Mitra, Neighbor, Outlook Express, Outlook Hawthorne, Outlook Jarra, Outlook Nikto, Outlook Sequoia, Sleste, Tava, Regard, Verge, Sonnel, X-tenz, Empath, Mineral, Surround, Balance of Health</strong></td>
<td>45.31%</td>
</tr>
<tr>
<td><strong>Cub, Ur, Kart, Ohl</strong></td>
<td>50.99%</td>
</tr>
<tr>
<td><strong>Mex Stacker III, Balance of Steel</strong></td>
<td>57.48%</td>
</tr>
<tr>
<td><strong>Siento, Alcove, Collaboration, Escapede, Atletico, Orana, Soundgrass 474 Wood, Terrace, Topaz, Balance of Wood</strong></td>
<td>50.99%</td>
</tr>
<tr>
<td><strong>Rvx, Campus, Crew, Jack, Jenny, Scoop, Shortcut, Unis, Lincolne, Buye, Fright, Sawyer, Balance of Turnstone</strong></td>
<td>53.41%</td>
</tr>
<tr>
<td><strong>Coalesse Astor, Awaied, Blu, Bolt, Copa, Circa, Coup, Davos, Evamew, Hena, Joel, Leggittis, Massed, Milbrae, Montara650, Passerelle, Ripple, Sidewalk, SW 1, Swathmore, Switch, Thoughtful, Together, Topo, Vitalba, Birds, Chord, Enne, Enne Lottos, Kathryn, Leo, Last Minute, Eno collection, Wrapp, LessThan50, Balance of Coalesse</strong></td>
<td>50.99%</td>
</tr>
</tbody>
</table>

### Desks/Tables

<table>
<thead>
<tr>
<th>Desks/Tables</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Frick Freestanding</strong></td>
<td>66.59%</td>
</tr>
<tr>
<td><strong>Answer Freestanding, Universal Pedestals, Universal Tables</strong></td>
<td>66.59%</td>
</tr>
<tr>
<td><strong>cape, Framacra, Showc Screens</strong></td>
<td>50.39%</td>
</tr>
<tr>
<td><strong>Content, Past and Beam, Balance of Steelcase Steel</strong></td>
<td>57.48%</td>
</tr>
<tr>
<td><strong>Univ Underworksurface bookcase, 900 Series Underworksurface Lateral, Universal Underworksurface Lateral, Univ Storage Laminate</strong></td>
<td>62.54%</td>
</tr>
<tr>
<td><strong>TS Fixed Pedestal, TS Underworksurfase Lateral</strong></td>
<td>60.51%</td>
</tr>
<tr>
<td><strong>Opus, Folio, Atstley, Davenport, Waldorf, Aspekt, Lealta, Mitra, Outlook Hawthorne, Outlook Jarra, Outlook Sequoia, Regard, Sleste, Sonnel, Tava, Sync, Pocket, Relay Arm, Exchange, Park, Santa, Wardorf, Neighbor, Opus, Freestanding, Chari Bo, Mobile Overbed Tables, Balance of Health</strong></td>
<td>44.31%</td>
</tr>
</tbody>
</table>

### EXCEPTIONS

- **Steelcase Steel and Wood Price Lists:** New Products, eno Accessories, eno Whiteboards, Low Profile Floor, Premium Whiteboards, Privacy Walls, PW LSG Framing, G Pro, Room Wizard 2.0, Space Analytics, STC Workplace
- **Steelcase Worktools Price Lists:** New Products.
- **Turnstone Price Lists:** New Products
- **Coalesse Price List:** New Products, Artus, Carl Hansen
- **Steelcase Health Price Lists:** New Products

### OTHER

- Only orders from Steelcase Steel, Steelcase Wood, and Steelcase Worktools Price Lists may be combined for the purpose of defining order size.
- Terms and Conditions for the delivery and installation of architectural products will be negotiated on a project-by-project basis.
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, IDAHO, AN IDAHO MUNICIPAL CORPORATION, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR FURNISHING THE NAMPA DEVELOPMENT SERVICES CENTER.

WHEREAS, the City of Nampa is in need of furnishings at the newly renovated Nampa Development Services Center, located at 500 12th Ave S, Nampa, ID 83651; and,

WHEREAS, the City of Nampa desires that Office Environment Company supply said furnishings; and,

WHEREAS, the National Association of State Procurement Officials, in conjunction with the Idaho Department of Administration, State Division of Purchasing, has negotiated a master contract with Office Environment Company; and,

WHEREAS, the City of Nampa wishes to enter into a contract for the acquisition of personal property pursuant to the cooperative purchasing provisions of Idaho Code § 67-2807; and,

WHEREAS, City staff have negotiated a Work Order with Office Environment Company specifically for the procurement of furnishings for the Nampa Development Services Center, a copy of said Work Order being attached hereto as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Council of the City of Nampa, Idaho, that:

1. The Mayor is hereby authorized to sign the Work Order and enter into a contract with Office Environment Company for the provision of furnishings for the Nampa Development Services Center.

PASSED BY THE COUNCIL of the City of Nampa this 16th day of December, 2019.

APPROVED BY THE MAYOR of the City of Nampa this 16th day of December, 2019.

_____________________________
DEBBIE KLING, Mayor

ATTEST:

_____________________________________
DEBORAH ROSIN, City Clerk (or Deputy)
DEPARTMENT OF BUILDING SAFETY AND FACILITIES DEVELOPMENT

THIS AGREEMENT executed on this the 16th of December 2019 by and between City of Nampa, (hereinafter “Owner”), and Office Environment Company (OEC), (hereinafter "Contractor").

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

WORK TO BE PERFORMED

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

City of Nampa does hereby employ the Contractor to perform the services and work as stated in the bid documents for City of Nampa, Nampa Development Services Center Furniture Purchase and Installation Project for the Base Bid of $158,923.07 (One Hundred Fifty-Eight Thousand, Nine Hundred and Twenty Three Dollars, and seven cents).

LIQUIDATED DAMAGES

Contractor hereby agrees to commence work under this contract within 10 days of the Notice to Proceed and to fully complete the project within 120 consecutive calendar days thereafter. Contractor further agrees to pay as liquidated damages, the sum of $250.00 for each consecutive calendar day thereafter or after the established substantial completion date or adjusted date as established by change orders.

These damages shall not apply, should unforeseeable causes beyond the control and without the fault or negligence of the Contractor cause delays in the completion of this project.

INSURANCE

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

HOLD HARMLESS

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

LIEN WAIVERS

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

WITHHOLDING

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

ASSIGNMENT OF CONTRACT

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

PERMITS AND LICENSES

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

WORK PERFORMANCE

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

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

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

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

RIGHT TO STOP WORK

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

DEFAULT

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

**INVOICING**

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

**Conflict of Interest**

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

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

IN WITNESS WHEREOF, THE OWNER AND THE CONTRACTOR HAVE EXECUTED THIS CONTRACT AS OF THE DATE FIRST WRITTEN ABOVE.
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ANNEXING A PORTION OF THE IRRIGATION DISTRICT INTO THE MUNICIPAL IRRIGATION DISTRICT OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND CHANGING THE BOUNDARIES THEREOF; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

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

Section 1: That the following described real property, and all thereof, be, and the same is hereby annexed and made a part of the Municipal Irrigation District of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to wit:

See Exhibit “A” attached hereto and incorporated herein by this reference.

Section 2: That the City Engineer is hereby directed to alter the Use and Area Map in accordance with this Ordinance.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, this 16th day of December, 2019

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 16th day of December, 2019

Approved:

By _________________________________
Mayor Debbie Kling

Attest:

By _________________________________
Deborah Rosin, City Clerk
STATE OF IDAHO

COUNTY OF CANYON

On this ______ day of ____________, 20__, before me the undersigned, a Notary Public in
and for said State personally appeared Debbie Kling and Deborah Bishop, known or identified to me to be
the Mayor and City Clerk, respectively, of the City of Nampa, Idaho, an Idaho municipal corporation, that
executed the said instrument, and acknowledged to me that such city executed the same.

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

________________________________
NOTARY PUBLIC FOR IDAHO
Residence: _______________________
My Commission Expires: ____________

*SEAL
## EXHIBIT A

Real Property Hereby Annexed

<table>
<thead>
<tr>
<th>Property Address or Subdivision Name</th>
<th>Legal Description attached as Exhibit</th>
<th>Approximate Acreage</th>
<th>Underlying Irrigation District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carriage Hill North Subdivision No. 6</td>
<td>B</td>
<td>18.46</td>
<td>Boise-Kuna</td>
</tr>
<tr>
<td>Carriage Hill North Subdivision No. 7</td>
<td>C</td>
<td>5.89</td>
<td>Nampa-Meridian &amp; Boise-Kuna</td>
</tr>
<tr>
<td>Meadowcrest Subdivision No. 2</td>
<td>D</td>
<td>9.51</td>
<td>Nampa-Meridian</td>
</tr>
<tr>
<td>Pheasant Meadows Subdivision No. 1</td>
<td>E</td>
<td>14.82</td>
<td>Nampa-Meridian</td>
</tr>
<tr>
<td>Eagle Stream Subdivision No. 3</td>
<td>F</td>
<td>10.79</td>
<td>Pioneer</td>
</tr>
<tr>
<td>Eagle Stream Subdivision No. 4</td>
<td>G</td>
<td>9.11</td>
<td>Pioneer</td>
</tr>
</tbody>
</table>
Nampa Municipal Irrigation District

Area of Interest
Parcel
Road
Trail
Waterway

Prepared: 12/5/2018
By: wilburw
Not to scale. For illustrative purposes only.

Exhibit B
Notes

1. Lot 16 of Block B, and Lot 12 of Block 18 are common lots which shall be owned and maintained by the Carriage Hill Homeowners Association.
2. Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of re-subdivision.
3. Minimum building setback lines shall be in accordance with the City of Nampa Zoning Ordinance at the time of issuance of the building permit. All A0, A1, and AE1 zones shall meet dimensional standards as established in the City of Nampa Zoning Ordinance.
4. The development recognizes Section 22-4503 of Idaho Code, Right to Farm Act, which states, "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any condition in or about the surrounding non-agricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
5. Maintenance of any irrigation and drainage pipes or ditches crossing a lot is the responsibility of the lot owner unless such responsibility is assumed by an irrigation/drainage entity.
6. Restrictive covenants will be in effect for this subdivision.
7. This development is subject to Development Agreement Instrument Number 9532513.

Easement Notes

1. Lot 16 of Block B, and Lot 12 of Block 18 are hereby designated as having a Utility Easement co-located with said lots (i.e. Blanket Easement).
2. All Utility Easements shown or designated herein are non-exclusive, perpetual, shall run with the land, are apportioned to the lots shown herein, and are hereby reserved for the installation, maintenance, operation, and use of public & private utilities, pressure & gravity irrigation, sewer service, cable television/telephone; appurtenances thereto; and lot drainage.
3. See Instrument Number 743608 for Existing Idaho Power Easement, the "West 20 feet of the N1/4NE1/4 of Section 31, T1N, R2W, B16."
4. N. Rosden Lateral easement width is 25’ south & west and 35’ north & east at the centerline, per Bob Carter, Boise Project Board of Control.
5. No Utility Easement shown or designated herein shall prejudice the construction and maintenance of hard-surfaced driveways, landscaping, parking, side & rear property line fences, or other such nonpermanent improvements.
6. All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.

Reference Documents

Subdivisions: Carriage Hill North Subdivision 1, 2, 3, 4, 5, and Verde Hills Subdivision.
Survey: Instrument No. 85008712, 86600268, 9534949, 20045166, 2005358, 2006358, 201006358, and 201503825, 201603276, & 201603276.
Easements: Instrument No. 743608
Certificate of Owners

Know all people by these presents: that Tall ID I LLC, an Idaho Limited Liability company, does hereby certify that it is the owner of that real property to be known as Carriage Hill North Subdivision No. 6, and that it intends to include said real property, as described below, in this plat.

A parcel of land situated in the northwest quadrant of Section 31, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, and being more specifically described as follows:

Commencing at the northwest corner of the northeast quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian; and

Thence 5021'8" E., 1045.83 feet along the west line of the northeast quarter to the southeast corner of Carriage Hill North Subdivision No. 5 (Book 47 of Plats at Page 7, records of Canyon County, Idaho), the POINT OF BEGINNING;

Thence N 57°32'56", 142.76 feet along the boundary of Carriage Hill North Subdivision No. 5;

Thence E 57°32'56", 103.67 feet along the boundary of Carriage Hill North Subdivision No. 5;

Thence N 45°37'32", 183.00 feet along the boundary of Carriage Hill North Subdivision No. 5;

Thence E 45°37'32", 56.90 feet along the boundary of Carriage Hill North Subdivision No. 5;

Thence N 80°14'0", 148.36 feet along the boundary of Carriage Hill North Subdivision No. 5;

Thence W 80°14'0", 148.36 feet along the boundary of Carriage Hill North Subdivision No. 5;

Thence N 80°14'0", 63.86 feet along the boundary of Carriage Hill North Subdivision No. 5;

Thence W 80°14'0", 63.86 feet along the boundary of Carriage Hill North Subdivision No. 5;

Thence N 37°23'55", 6.84 feet along the boundary of Carriage Hill North Subdivision No. 5; and

Thence W 70°05'33", 121.05 feet along the boundary of Carriage Hill North Subdivision No. 5 to the boundary of Carriage Hill North Subdivision No. 2 (Book 44 of Plats at Page 8, records of Canyon County, Idaho);

Thence S 24°31'37", 75.79 feet along the boundary of Carriage Hill North Subdivision No. 2;

Thence S 37°32'1", 75.79 feet along the boundary of Carriage Hill North Subdivision No. 2;

Thence W 24°31'37", 75.79 feet along the boundary of Carriage Hill North Subdivision No. 2;

Thence S 37°32'1", 6.39 feet along the boundary of Carriage Hill North Subdivision No. 2;

Thence W 37°32'1", 194.68 feet along the boundary of Carriage Hill North Subdivision No. 2;

Thence N 37°23'55", 142.68 feet along the boundary of Carriage Hill North Subdivision No. 2 to the boundary of Carriage Hill North Subdivision No. 1 (Book 43 of Plats at Page 3, records of Canyon County, Idaho);

Thence S 24°44'2", 84.20 feet along the boundary of Carriage Hill North Subdivision No. 1;

Thence S 24°31'37", 84.20 feet along the boundary of Carriage Hill North Subdivision No. 1;

Thence W 24°44'2", 84.20 feet along the boundary of Carriage Hill North Subdivision No. 1;

Thence S 24°44'2", 84.20 feet along the boundary of Carriage Hill North Subdivision No. 1;

Thence W 24°31'37", 104.36 feet along the boundary of Carriage Hill North Subdivision No. 1;

Thence S 24°44'2", 104.36 feet along the boundary of Carriage Hill North Subdivision No. 1;

Thence W 24°44'2", 104.36 feet along the boundary of Carriage Hill North Subdivision No. 1;

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Thence W 24°44'2", 104.36 feet along the boundary of Carriage Hill North Subdivision No. 1;

Thence S 24°44'2", 104.36 feet along the boundary of Carriage Hill North Subdivision No. 1;

Thence W 24°44'2", 104.36 feet along the boundary of Carriage Hill North Subdivision No. 1 to the boundary of Verde Hills Subdivision (Book 13 of Plats at Page 20, records of Canyon County, Idaho);

Thence S 24°44'2", 105.00 feet along the boundary of Verde Hills Subdivision;

Thence S 77°32'21", 238.00 feet along the boundary of Verde Hills Subdivision;

Thence N 77°32'21", 238.00 feet along the boundary of Verde Hills Subdivision;

Thence S 77°32'21", 238.00 feet along the boundary of Verde Hills Subdivision;

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Thence S 77°32'21", 238.00 feet along the boundary of Verde Hills Subdivision;

Thence S 77°32'21", 238.00 feet along the boundary of Verde Hills Subdivision.

The above-described parcel contains 18.44 acres, more or less.

The above-stated parcel is herein called the "Plat of Carriage Hill North Subdivision No. 6, as described in the Certificate of Owners and as shown on the attached plat is correct and was surveyed in accordance with Idaho Code relating to plats and surveys.

In witness whereof, I have hereunto set my hand:

Thomas Coleman, President
Tall ID I LLC

Acknowledgement

State of Idaho

County of Ada  

On the 13th day of July, 1983, before me, a Notary Public in and for the State of Idaho, personally appeared Thomas Coleman, known to me to be a Director and President of Tall ID I LLC, that executed the within instrument, and acknowledged to me that Tall ID I LLC executed the same.

Notary Public for Idaho

My commission expires: 3-26-90

Certificate of Surveyor

I, Robert L. Kazmierczak, JUB Engineer, having been duly licensed to practice as a Professional Land Surveyor under the laws of the State of Idaho, and having surveyed this plat of Carriage Hill North Subdivision No. 6, as described in the Certificate of Owners and as shown on the attached plat, do hereby certify that said plat is correct and was surveyed in accordance with Idaho Code relating to plats and surveys.

JUB ENGINEERS, INC.

Michael J. Byrne, PLS 11334

Certificate of Surveyor

I, Michael J. Byrne, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of Carriage Hill North Subdivision No. 6, as described in the Certificate of Owners and as shown on the attached plat is correct and was surveyed in accordance with Idaho Code relating to plats and surveys.
County Recorder's Certificate

Approval of Southwest District Health Department
Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing the City of Nampa and the QLPE approval of the design plans and specifications. In the conditions imposed on the developer for continued a sanitary restriction sight in the plat, it is noted that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have been approved, or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities, then the sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval, and no construction of any building or other requiring drinking water or sewer/septic facilities shall be allowed.

In Witness Whereof 9/26/2018
Southwest District Health Department

Approval of Nampa City Planning and Zoning Commission
Accepted and approved this 29th day of December 2017, by the Planning and Zoning Commission of the City of Nampa, Idaho.

James M. McCord
Chairman, Nampa Planning and Zoning Commission

Janae Thomsen
Secretary, Nampa Planning and Zoning Commission

Approval of Nampa City Engineer
I, the undersigned, Engineer, in and for the City of Nampa, Canyon County, Idaho, do hereby approve this plat.

Nampa City Engineer

Approval of Nampa City Council
I, the undersigned, City Clerk in and for the City of Nampa, Canyon County, Idaho, do hereby certify that at a regular meeting of the City Council held on the 6th day of November 2017, this plat was duly accepted and approved.

Nampa City Clerk 11-6-18

Nampa City Mayor 11-19-18

Certificate of County Surveyor
I, the undersigned, Professional Land Surveyor for Canyon County, Idaho, do hereby certify that I have checked this plat and find that it complies with the State of Idaho Code relating to plat and surveyors LICENSE.

David E. McNabb PE FGP

Certificate of County Treasurer
I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, per requirements of Idaho Code 50-1309, do hereby certify that any and all current and/or deficient county property taxes for the property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

SACIE LORD 11/28/18

J-U-B ENGINEERS, INC.
220 South Baseline Avenue, Suite 201, Boise, ID 83702-3014
p. 208.342.7300 f. 208.342.8320 w. www.jub.com

SHEET 9 OF 9

PLAT BOOK 47 PAGE 46
Carriage Hill North Subdivision No. 7
Situated in the Southeast Quarter of the Northeast Quarter of
Section 31, Township 5 North, Range 2 West, Boise Meridian,
City of Nampa, Canyon County, Idaho.
2018
Notes

1. Lot 11 of Block 1 and Lot 12 of Block 17 are common lots to be owned and maintained by the Carriage Hill Home Owners Association.

2. Maintenance of any irrigation and drainage pipes or ditches crossing a lot is the responsibility of the lot owner unless such responsibility is assumed by an irrigation/drainage entity.

3. Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of re-subdivision.

4. Minimum building setback lines shall be in accordance with the City of Nampa Zoning Ordinance at the time of issuance of the building permit. All lot, parcel, and tract sizes shall meet dimensional standards as established in the City of Nampa Zoning Ordinance.

5. This development recognizes Section 22-4503 of Idaho Code, Right to Farm Act, which states, "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."

6. Restrictive covenants will be in effect for this subdivision.

7. This development is subject to Development Agreement Instrument Number 9835513.

Easement Notes

1. Lot 11 of Block 1 and Lot 12 of Block 17 are hereby designated as having a Utility Easement co-situate with said lots (i.e. Blissell Easement).

2. All Utility Easements shown or designated herein are non-exclusive, perpetual, shall run with the land, are appurtenant to the lots shown herein, and are hereby reserved for the installation, maintenance, operation, and use of public & private utilities, pressurized irrigation, sewer service, cable television/broadband, and storm drainage facilities to storm water from the public streets, and appurtenances thereto.

3. The Storm Drain Easement shown herein is non-exclusive, perpetual, shall run with the land, and is hereby reserved for the installation, maintenance, operation, and use of storm drainage facilities for storm water from the public streets, and appurtenances thereto.


5. No Utility Easement shown or designated herein shall preclude the construction and maintenance of hard-surfaced driveways, landscaping, parking, side & rear property line fences, or other such nonpermanent improvements.

6. All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.

Reference Documents

Subdivisions: Carriage Hill North Subdivisions 1, 2, 3, 4, 5, & 6 and Verde Hills Subdivision, Survey: Instrument Nos. 80002072, 86001956, 9839499, 20040184, 20042629, 20002638, and 201003812, 201637257 & 201637253.
Easements: Instrument Nos. 864357[increase], 2014–039783.
Certificate of Owners

Know all people by these presents: that Tall D I LLC, an Idaho limited liability company, does hereby certify that it is the owner of the real property to be known as Carriage Hill North Subdivision No. 7, and that it intends to include sold real property, as described below, in its plats:

A parcel of land situated in the southwest quarter of the northeast quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, and being more particularly described as follows:

Commencing at the northeast corner of Section 31 Township 3 North, Range 2 West, Boise Meridian; Thence S00°15′36″E, 1741.86 feet along the east line of the northeast quarter to the POINT OF BEGINNING;

Thence continuing S00°15′36″E, 330.54 feet along the east line of the northeast quarter;

Thence S88°23′00″E, 200.00 feet to the northeast corner of Carriage Hill North Subdivision No. 1 (Book 43 of Plats at Page 3, records of Canyon County, Idaho);

Thence N88°23′00″W, 249.87 feet along the boundary of Carriage Hill North Subdivision No. 1;

Thence N88°23′00″W, 110.45 feet along the boundary of Carriage Hill North Subdivision No. 1 to the southeast corner of Carriage Hill North Subdivision No. 2 (Book 44 of Plats at Page 9, records of Canyon County, Idaho);

Thence N27°27′14″E, 85.81 feet along the boundary of Carriage Hill North Subdivision No. 2;

Thence N72°42′50″E, 28.47 feet along the boundary of Carriage Hill North Subdivision No. 2;

Thence 8.87 feet on a non-tangent curve to the right, concave southwesterly, having a radius of 1172.00 feet, a central angle of 02°39′, a chord bearing of 56°13′34″E, and a chord length of 9.77 feet, along the boundary of Carriage Hill North Subdivision No. 2;

Thence N28°40′34″W, 56.00 feet along the boundary of Carriage Hill North Subdivision No. 2;

Thence 13.21 feet on a non-tangent curve to the left, concave southeasterly, having a radius of 1228.00 feet, a central angle of 03°35′, a chord bearing of N6°13′13″W, and a chord length of 12.71 feet, along the boundary of Carriage Hill North Subdivision No. 2;

Thence N18°10′54″W, 27.15 feet along the boundary of Carriage Hill North Subdivision No. 2;

Thence 58.27 feet on a non-tangent curve to the left, concave westerly, having a radius of 328.00 feet, a central angle of 06°40′57″, a chord bearing of N20°30′13″W, and a chord length of 56.18 feet, along the boundary of Carriage Hill North Subdivision No. 2;

Thence N17°23′42″W, 28.17 feet along the boundary of Carriage Hill North Subdivision No. 2;

Thence 86.74 feet on a curve to the left, having a radius of 328.00 feet, a central angle of 15°09′08″, a chord bearing of N09°54′40″E, and a chord length of 86.49 feet, along the boundary of Carriage Hill North Subdivision No. 2 and the boundary of Carriage Hill North Subdivision No. 3 (Book 45 of Plats at Page 37, records of Canyon County, Idaho);

Thence N69°40′00″E, 263.33 feet, partly along the boundary of Carriage Hill North Subdivision No. 4;

Thence S00°15′36″E, 52.69 feet;

Thence N88°40′00″E, 127.00 feet;

Thence S00°15′36″E, 166.00 feet to the POINT OF BEGINNING.

The above described parcel contains 5.89 acres, more or less.

The public streets shown on this plat are hereby dedicated to the public. The easements shown on this plat are not dedicated to the public, however the right to use said easements is hereby reserved for the uses specifically depicted on the plat, and for any other purposes designated herein, and no permanent structures other than for such uses and purposes, are to be erected within the lines of said easements. All of the lots within this subdivision are eligible to receive water service from the City of Nampa, and the City of Nampa has agreed in writing to serve all lots within the subdivision. Irrigation water has been provided from the City of Nampa, in compliance with Idaho Code 37-3807(1)(b). Lots within this subdivision will be entitled to irrigation water rights, and will be obligated for assessments from the City of Nampa.

In witness whereof, I have hereunto set my hand:

[Signature]
Thomas Coleman, Division President
Tall D I LLC

Acknowledgment

The State of Idaho
County of Ada

On this 17th day of September, 2023, before me, a Notary Public in and for the State of Idaho, personally appeared Thomas Coleman, known or identified to me to be a Division President of Tall D I LLC, that executed the within instrument, and acknowledged to me that Tall D I LLC executed the same.

My commission expires: July 30, 2024

Notary public in Idaho

Certificate of Surveyor

I, Robert L. Kazmierczak, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of Carriage Hill North Subdivision No. 7, as described in the Certificate of Owners and as shown on the attached plat is correct and was surveyed in accordance with Idaho Code relating to plats and surveys.
Approval of Nampa City Council

The undersigned, City Clerk in and for the City of Nampa, Canyon County, Idaho, do hereby certify that at regular meeting of the City Council held on the 7th day of April, 2019, this plat was duly accepted and approved.

Dale L. Hein
Nampa City Clerk
1-4-2019

Nampa City Mayor
1-4-2019

Certificate of County Surveyor

The undersigned, Professional Land Surveyor for Canyon County, Idaho, do hereby certify that I have checked this plat and find that it complies with the State of Idaho Code relating to plats and metes and bounds surveys.

Canyon County Surveyor
1-4-2019

Certificate of County Treasurer

The undersigned, County Treasurer in and for the County of Canyon, State of Idaho, per requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this proposed subdivision have been paid in full. This certificate is issued for the next thirty (30) days only.

Canyon County Treasurer
1-4-2019

J-U-B ENGINEERS, INC.
250 South Brackenridge Avenue, Suite 201, Boise, ID 83702-6994
SHEET 6 OF 6
CERTIFICATE OF OWNERS

The undersigned are the owners of the property hereinafter described.

CERTIFICATE OF OWNERS

Hereinafter described is the subject of this certificate concerns.

MEADOWCREST SUBDIVISION NO. 2

Certificate of Owners

From the following metes and bounds, taken from the records of the county in which this property is located:

1. From the northeast corner of said subdivision, along the east boundary of said subdivision, the following courses:

   a) 3,048 feet, 295.42 feet, Thence,
   b) 5,500 feet, 18.57 feet, Thence,
   c) 0.000 feet, 18.57 feet, Thence,
   d) 5,500 feet, 101.06 feet, Thence,
   e) 0.000 feet, 101.06 feet, Thence,
   f) 5,500 feet, 33.54 feet, Thence,
   g) 0.000 feet, 33.54 feet, Thence,
   h) 5,500 feet, 185.18 feet, Thence,
   i) 5,500 feet, 75.44 feet, Thence,
   j) 5,500 feet, 33.54 feet, Thence,
   k) 5,500 feet, 33.54 feet, Thence,
   l) 5,500 feet, 33.54 feet, Thence,
   m) 5,500 feet, 33.54 feet, Thence,
   n) 5,500 feet, 33.54 feet, Thence,
   o) 5,500 feet, 33.54 feet, Thence,
   p) 5,500 feet, 33.54 feet, Thence,
   q) 5,500 feet, 33.54 feet, Thence,
   r) 5,500 feet, 33.54 feet, Thence,
   s) 5,500 feet, 33.54 feet, Thence,
   t) 5,500 feet, 33.54 feet, Thence,
   u) 5,500 feet, 33.54 feet, Thence,
   v) 5,500 feet, 33.54 feet, Thence,
   w) 5,500 feet, 33.54 feet, Thence,
   x) 5,500 feet, 33.54 feet, Thence,
   y) 5,500 feet, 33.54 feet, Thence,
   z) 5,500 feet, 33.54 feet, Thence,

2. Thence, along said south boundary of said subdivision, the following courses:

   a) 5,500 feet, 295.42 feet, Thence,
   b) 5,500 feet, 18.57 feet, Thence,
   c) 0.000 feet, 18.57 feet, Thence,
   d) 5,500 feet, 101.06 feet, Thence,
   e) 0.000 feet, 101.06 feet, Thence,
   f) 5,500 feet, 33.54 feet, Thence,
   g) 0.000 feet, 33.54 feet, Thence,
   h) 5,500 feet, 185.18 feet, Thence,
   i) 5,500 feet, 75.44 feet, Thence,
   j) 5,500 feet, 33.54 feet, Thence,
   k) 5,500 feet, 33.54 feet, Thence,
   l) 5,500 feet, 33.54 feet, Thence,
   m) 5,500 feet, 33.54 feet, Thence,
   n) 5,500 feet, 33.54 feet, Thence,
   o) 5,500 feet, 33.54 feet, Thence,
   p) 5,500 feet, 33.54 feet, Thence,
   q) 5,500 feet, 33.54 feet, Thence,
   r) 5,500 feet, 33.54 feet, Thence,
   s) 5,500 feet, 33.54 feet, Thence,
   t) 5,500 feet, 33.54 feet, Thence,
   u) 5,500 feet, 33.54 feet, Thence,
   v) 5,500 feet, 33.54 feet, Thence,
   w) 5,500 feet, 33.54 feet, Thence,
   x) 5,500 feet, 33.54 feet, Thence,
   y) 5,500 feet, 33.54 feet, Thence,
   z) 5,500 feet, 33.54 feet, Thence,

3. Thence, along said south boundary of said subdivision, the following courses:

   a) 5,500 feet, 295.42 feet, Thence,
   b) 5,500 feet, 18.57 feet, Thence,
   c) 0.000 feet, 18.57 feet, Thence,
   d) 5,500 feet, 101.06 feet, Thence,
   e) 0.000 feet, 101.06 feet, Thence,
   f) 5,500 feet, 33.54 feet, Thence,
   g) 0.000 feet, 33.54 feet, Thence,
   h) 5,500 feet, 185.18 feet, Thence,
   i) 5,500 feet, 75.44 feet, Thence,
   j) 5,500 feet, 33.54 feet, Thence,
   k) 5,500 feet, 33.54 feet, Thence,
   l) 5,500 feet, 33.54 feet, Thence,
   m) 5,500 feet, 33.54 feet, Thence,
   n) 5,500 feet, 33.54 feet, Thence,
   o) 5,500 feet, 33.54 feet, Thence,
   p) 5,500 feet, 33.54 feet, Thence,
   q) 5,500 feet, 33.54 feet, Thence,
   r) 5,500 feet, 33.54 feet, Thence,
   s) 5,500 feet, 33.54 feet, Thence,
   t) 5,500 feet, 33.54 feet, Thence,
SATISFACTION OF SANITARY RESTRICTIONS
SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED
ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QPE) REPRESENTING THE CITY OF NAMPA
AND THE QPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON
THE DEVELOPER FOR COMPLIANCE SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIOUS THAT
AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE
CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING
WATER EXTENSIONS OR SEWER EXTENSIONS HAVE BEEN CONSTRUCTED OR IF THE DEVELOPER IS
SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN
SANITARY RESTRICTIONS MAY BE RE-IMPOSED IN ACCORDANCE WITH SECTION 50-1238, IDAHO CODE. BY
THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER
REQUIRING DRINKING WATER OR SEWER/FITTINGS FACILITIES SHALL BE ALLOWED.

TIM WRIGHT
SOUTHWEST DISTRICT HEALTH DEPARTMENT

14, 1963 2019

APPROVAL OF THE CITY COUNCIL
I, THE UNDERSIGNED CITY COUNCIL IN AND FOR THE CITY OF NAMPA, CANYON COUNTY, IDAHO, DO HEREBY
CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON 30 DAY OF JUNE, 2019,
THIS PLAT OF MEADOWCREST SUBDIVISION NO. 2 WAS Duly ACCEPTED AND APPROVED.

Dana Siewe
CITY MANGER
NAMPA CITY MANGER

MAY 30, 2019
MAY 31, 2019

APPROVAL OF THE CITY ENGINEER
I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF NAMPA, CANYON COUNTY, IDAHO,
HEREBY APPROVE THE FOREGOING PLAT.

K. F. BLOUNT
CITY ENGINEER - NAMPA, IDAHO

6-10-19

CERTIFICATE OF COUNTY SURVEYOR
I, THE UNDERSIGNED, A LICENSED PROFESSIONAL LAND SURVEYOR FOR CANYON COUNTY, IDAHO,
DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE
OF IDAHO CODE RELATING TO PLATS AND LAND SURVEYING.

DAVID R. WILHELM
CITY MANGER
NAMPA, IDAHO 83686

3-19-19

CERTIFICATE OF THE COUNTY TREASURER
I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF CANYON, STATE OF
IDAHO, PER THE REQUIREMENTS OF I.C. 50-1238, DO HEREBY CERTIFY THAT ANY AND ALL
CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS
SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT SIXTY
(60) DAYS ONLY.

J. R. MILLER
COUNTY TREASURER
NAMPA, IDAHO 83686

JULY 13, 2019

T-O ENGINEERS
330 N. BROADMORE WAY
NAMPA, IDAHO 83686-5523
PHONE: (208) 368-9800 / FAX: (208) 463-9510
BOOK 48 PAGE 19

SHEET NO. 3 OF 3
CERTIFICATE OF OWNERS

Know all men by these presents: That Second Chance Equity Partners LLC is the owner of the property described as follows:

A portion of Tracts 9, 10, and a portion of the vacated right-of-way of Nampa Orchard Tract Co. Subdivision as filed in Book 2 of Plat at Page 48, records of Canyon County, Idaho, a portion of Lots 3, 4, and a portion of Lots 8-17, Block 1 of Park Ridge Meadows Subdivision No. 1 as filed in Book 29 of Plats at Page 50, records of Canyon County, Idaho and a portion of the SW 1/4 of the NE 1/4 of Section 25, T.26N., R.2W., B.M., Nampa, Canyon County, Idaho more particularly described as follows:

Commencing at the N1/4 corner of Section 25 from which the C14 corner bears South 00°12'04" West, 2681.71 feet; thence along the West boundary line of the NE 1/4 of said Section 25 South 00°12'46" West, 1,067.73 feet; thence leaving said West boundary line South 89°39'52" East, 35.06 feet to a point on the East right-of-way line of S. Gray's Lane, said point being the REAL POINT OF BEGINNING; thence continuing South 89°39'52" East, 60.63 feet; thence North 27°49'57" West, 255.64 feet; thence South 89°20'55" East, 810.56 feet to a point on the West boundary line of said Nampa Orchard Tract Co. Subdivision; thence along said West boundary line South 00°12'20" West, 12.29 feet to the NW corner of said Tract 9; thence along the North boundary line of said Tract 9 South 89°20'55" East, 9.32 feet; thence leaving said North boundary line South 50°34'02" West, 107.34 feet; thence South 89°20'55" East, 9.35 feet; thence South 03°52'01" West, 50.50 feet; thence North 89°20'55" West, 30.76 feet; thence South 00°37'19" West, 477.56 feet; thence South 89°20'55" West, 14.14 feet; thence South 54°31'40" West, 15.36 feet; thence South 00°37'19" West, 155.93 feet; thence South 53°25'01" West, 28.73 feet to the NE corner of Lot 18, Block 14 of Park Ridge Meadows Subdivision No. 1 as filed in Book 29 of Plats at Page 50, records of Canyon County, Idaho and the SE corner of the parcel of land as described in that Quitclaim Deed recorded as Instrument No. 2019-011772, records of Canyon County, Idaho; thence along the South boundary, line of said parcel of land as described in that Quitclaim Deed recorded as Instrument No. 2019-011772 the following 12 courses and distances:

- thence along the North boundary line said 18 North 89°39'58" West, 53.40 feet to the NW corner of said Lot 18; thence North 89°34'03" West, 114.89 feet; thence North 89°37'11" West, 63.00 feet; thence North 89°37'11" West, 83.01 feet; thence South 89°37'11" West, 83.01 feet; thence North 89°32'52" West, 63.00 feet; thence North 89°32'52" West, 83.01 feet; thence North 89°32'52" West, 83.01 feet; thence North 89°32'52" West, 83.01 feet; thence North 89°32'52" West, 83.01 feet; thence North 89°32'52" West, 83.01 feet; thence North 89°32'52" West, 83.01 feet; thence North 89°32'52" West, 83.01 feet; thence North 89°32'52" West, 83.01 feet; thence North 89°32'52" West, 83.01 feet; thence leaving said North boundary line North 39°12'32" West, 414.47 feet; thence North 89°39'58" West, 130.82 feet to a point on East right-of-way line of S. Gray's Lane; thence along said East right-of-way line North 00°12'46" East, 60.00 feet to the REAL POINT OF BEGINNING.

Containing 14.82 acres, more or less.

It is the intention of the undersigned to hereinafter include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby personally reserved for public utilities and such other uses as designed within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Nampa main located adjacent to the subject subdivision, and City of Nampa has agreed in writing to serve all the lots in this subdivision.

Second Chance Equity Partners LLC

[Signature]

AGREEMENT OF SUBDIVISION

CERTIFICATE OF SURVEY

I, Gregory G. Carter, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points plotted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

ACKNOWLEDGMENT

State of Idaho

County of Ada

On the 11th day of May, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared John Cumnor known or identified to me to be a member of Second Chance Equity Partners LLC, the Limited Liability Company that executed the instrument or the person who executed the instrument on behalf of said Limited Liability Company, and acknowledged to me that such Limited Liability Company executed the same.

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

My commission expires

Notary Public for Idaho

Residing in 

Idaho

ACKNOWLEDGMENT

State of Idaho

County of Ada

On this 21st day of July, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Francisco Chupas, an Unincorporated human or legal entity, identified to me to be the person whose name is subscribed within and who acknowledged to me that thee person executed the same.

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

My commission expires

Notary Public for Idaho

Residing in 

Idaho

IDHAH0 SURVEY GROUP, LLC

BOOK 714 PAGE 48

JOB NO. 17-375

SHEET 5 OF 6
HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Loanard Professional Engineer (QPL) representing City of Nampa Public Works, and the QPL approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities, then sanitary restrictions may be removed, in accordance with Section 64-1326, Idaho Code, by the issuance of a Certificate of Disapproval, and no construction of any building or another requiring drinking water or sewer/septic facilities shall be allowed.

[Signature]
District Health Department, REHS / Date

APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Nampa, Canyon County, Idaho, do hereby certify that at a regular meeting of the City Council held on the 11th day of June, 2018, this plat was duly accepted and approved.

[Signature]
City Clerk, Nampa, Idaho

APPROVAL OF CITY ENGINEER

I, the undersigned, City Engineer in and for the City of Nampa, Canyon County, Idaho, hereby approve this plat.

[Signature]
City Engineer / Date

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, Professional Land Surveyor in and for Canyon County, Idaho, do hereby certify that I have checked this plat in accordance with Idaho Code, Title 50, Chapter 13 relating to plats and subdivisions.

[Signature]
Canyon County Surveyor / Date

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of I.C.55-1336 do hereby certify that any and all current and/or delinquent property taxes for the property included in this subdivision have been paid in full. The certification is valid for the next thirty (30) days only.

[Signature]
County Treasurer / Date

APPROVAL OF CITY PLANNING AND ZONING COMMISSION

Accepted and approved this 11th day of June, 2018, by the Planning and Zoning Commission of the City of Nampa, Idaho.

[Signature]
Chairman, Nampa Planning & Zoning Commission / Date

[Signature]
Secretary, Nampa Planning & Zoning Commission / Date
EAGLE STREAM SUBDIVISION NO. 3

CERTIFICATE OF OWNERS

Know all men by these presents: That HDP Eagle Stream LLC, an Delaware Limited Liability Company, is the owner of the property described as follows:

A parcel of land located in the E1/2 of the SE 1/4 of Section 18, T.3N., R.2W., B.M., Nampa, Canyon County, Idaho, more particularly described as follows:

Commencing at the E1/4 corner of said Section 18 from which the SE corner of said Section 18 bears South 00°30'55" West, 2648.71 feet; thence along the East-West centerline of said Section 18 North 89°33'30" West, 1302.49 feet to the C-E1/16 corner of said Section 18; thence along the West boundary line of the E1/2 of the SE 1/4 of said Section 18, and the West boundary line of Eagle Stream Subdivision No. 2 as Bed in book ___ of Plats at page ___ records of Canyon County, Idaho South 00°30'57" West, 1285.97 feet to the SW corner of said Eagle Stream Subdivision No. 2 point also being the REAL POINT OF BEGINNING; thence along the southerly boundary line of said Eagle Stream Subdivision No. 2 the following 2 courses and distances:
thence South 41°46'54" East, 44.60 feet; thence South 89°33'30" West, 355.09 feet; thence leaving said southerly boundary line South 00°30'57" West, 180.00 feet; thence North 89°33'50" West, 75.16 feet; thence South 00°30'37" West, 934.73 feet; thence South 89°37'06" East, 37.16 feet; thence South 00°30'37" West, 160.00 feet; thence South 89°37'06" East, 203.31 feet; thence South 00°32'19" West, 75.00 feet to a point on the South boundary line of said Section 18; thence along said South boundary line North 89°37'06" West, 651.27 feet to the SW corner of the E1/16 corner of said Section 18; thence along the West boundary line of the E1/2 of the SE 1/4 of said Section 18 North 00°30'57" East, 1,363.10 feet to the REAL POINT OF BEGINNING. Containing 10.79 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Nampa main line located adjacent to the subject subdivision, and City of Nampa has agreed in writing to serve all the lots in this subdivision.

HDP Eagle Stream LLC

Jim Marble, authorized agent

CERTIFICATE OF SURVEYOR

I, Gregory G. Carter, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points platted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

Gregory G. Carter
P.L.S. No. 7729

ACKNOWLEDGMENT

State of Idaho
County of

On the ___ day of September, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Jim Marble, sworn or identified to me to be an authorized agent of HDP Eagle Stream LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that said limited liability company executed the same.

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

2-10-2019
My commission expires

Notary Public for Idaho
Residing in Nampa, Idaho
HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing City of Nampa Public Works, and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities, then sanitary restrictions may be reimposed. In accordance with Section 50-1328, Idaho Code, by the issuance of a Certificate of Disapproval, and no construction of any building or shelter requiring drinking water or sewer/Septic facilities shall be allowed.

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, Professional Land Surveyor in and for Canyon County, Idaho, do hereby certify that I have checked this plat in accordance with Idaho Code, Title 50, Chapter 13 relating to plats and easements, and hereby approve the same.

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of I.C. 53-1308 do hereby certify that any and all current and/or delinquent County property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Nampa, Canyon County, Idaho do hereby certify that at a regular meeting of the City Council held on the __ day of August, 2019, this plat was duly accepted and approved.

APPROVAL OF CITY ENGINEER

I, the undersigned, City Engineer in and for the City of Nampa, Canyon County, Idaho, hereby approve this plat.

APPROVAL OF CITY PLANNING AND ZONING COMMISSION

Accepted and approved the __ day of __, 2019, by the Planning and Zoning Commission of the City of Nampa, Idaho.

Chairman, Nampa Planning & Zoning Commission

Secretary, Nampa Planning & Zoning Commission
CERTIFICATE OF OWNERS

Know all men by these presents: That Eagle Stream LLC, an Idaho Limited Liability Company, is the owner of the property described as follows:

A parcel of land located in the E1/2 of the SE 1/4 of Section 18, T. 3N., R. 2W., B. M., Nampa, Canyon County, Idaho, more particularly described as follows:

Commencing at the SE corner of said Section 18 from which the SE corner of said Section 18 bear

South 00°32'16" West, 2646.71 feet;
	hence along the East-West centerline of said Section 18 North 89°33'30" West, 649.92 feet;
	hence along the East boundary line and the northern extension thereof of Eagle Stream Subdivision No. 1 as filed in Book 48 of Plat at Page 31, records of Canyon County, Idaho and along the East boundary line of Eagle Stream Subdivision No. 2 as filed in Book 47 of Plat at Page 10, records of Canyon County, Idaho South 00°32'16" West, 1320.00 feet to SE corner of Lot 2, Block 5 of said Eagle Stream Subdivision No. 2, said point also being the REAL POINT OF BEGINNING;

thence continuing South 00°32'16" West, 1254.39 feet to an angle point on the exterior boundary line of Lot 1, Block 10 of Eagle Stream Subdivision No. 3 as filed in Book 48 of Plat at Page 4, records of Canyon County, Idaho;

thence along the exterior boundary line of said Eagle Stream Subdivision No. 3 for the following 6 courses and distances:

thence North 89°37'36" West, 283.31 feet;
	hence North 00°30'37" East, 180.00 feet;
	hence North 00°37'00" West, 37.16 feet;
	hence North 00°36'51" East, 934.73 feet;
	hence South 89°33'30" East, 75.16 feet;
	hence North 00°32'37" East, 150.00 feet to a point on the South boundary line of said Eagle Stream Subdivision No. 2;

thence along said South boundary line South 89°33'30" East, 205.82 feet to the REAL POINT OF BEGINNING.

Containing 9.11 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Nampa water main located adjacent to the subject subdivision, and City of Nampa has agreed in writing to serve all the lots in this subdivision.

HCP Eagle Stream LLC

Mitchell S. Armuth, authorized agent

CERTIFICATE OF SURVEYOR

I, Gregory G. Carter, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points plotted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

Gregory G. Carter
P.L.S. No. 7729

ACKNOWLEDGMENT

State of Idaho

County of

On the __th day of ___________ 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared Mitchell S. Armuth, known or identified to me to be an authorized agent of Eagle Stream LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that said limited liability company executed the same.

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

My commission expires

Notary Public for Idaho
Residing in ___________, Idaho

BOOK PAGE

IDAHOSURVEY GROUP, LLC

0965 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 348-9570

JOB NO. 18-127

PS. 103, SHEET 4 OF 5
EAGLE STREAM SUBDIVISION NO. 4

HEALTH CERTIFICATE
Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing City of Nampa Public Works, and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities, then sanitary restrictions may be imposed, in accordance with Section 50-1329, Idaho Code, by the issuance of a Certificate of Disapproval, and no construction of any building or shelter requiring drinking water or septic facilities shall be allowed.

[Signature]
District Health Department, REHS

APPROVAL OF CITY COUNCIL
I, the undersigned, City Clerk in and for the City of Nampa, Canyon County, Idaho, do hereby certify that at a regular meeting of the City Council held on the 28th day of January, 2019, the plat was duly accepted and approved.

[Signature]
City Clerk, Nampa, Idaho

APPROVAL OF CITY ENGINEER
I, the undersigned, City Engineer in and for the City of Nampa, Canyon County, Idaho, hereby approve this plat.

[Signature]
City Engineer

CERTIFICATE OF COUNTY SURVEYOR
I, the undersigned, Professional Land Surveyor in and for Canyon County, Idaho, do hereby certify that I have checked this plat in accordance with Idaho Code, Title 50, Chapter 13 relating to plats and蚬eams.

[Signature]
David J. Riner

CERTIFICATE OF COUNTY TREASURER
I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of I.C.50-1308, do hereby certify that any and all current and/or delinquent County property taxes for the property included in the subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

[Signature]
County Treasurer

APPROVAL OF CITY PLANNING AND ZONING COMMISSION
Accepted and approved the 5th day of January, 2019, by the Planning and Zoning Commission of the City of Nampa, Idaho.

[Signature]
Chairman, Nampa Planning & Zoning Commission

[Signature]
Secretary, Nampa Planning & Zoning Commission
AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ANNEXING A PORTION OF THE UNDERLYING IRRIGATION DISTRICT INTO THE MUNICIPAL IRRIGATION DISTRICT OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND CHANGING THE BOUNDARIES THEREOF; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

Sections 1 and 2: Annex into the Municipal Irrigation District of the City of Nampa, Idaho, the following described real property, and directs the City Engineer to alter the Use and Area Map accordingly:

- Carriage Hill North Subdivision No. 6 (Exhibit B)
• Carriage Hill North Subdivision No. 7 (Exhibit C)

A parcel of land situated in the southeast quarter of the northeast quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, and being more particularly described as follows:

Commencing at the northeast corner of Section 31 Township 3 North, Range 2 West, Boise Meridian;
Thence continuing S00°15'38"E, 1741.86 feet along the east line of the northeast quarter to the POINT OF BEGINNING;
Thence N90°02'53"W, 19.50 feet along the boundary of Verde Hills Subdivision;
Thence 78.53 feet on a curve to the left, having a radius of 106.47 feet, a central angle of 41°10'56", a chord bearing of N20°58'21"W, and a chord length of 74.89 feet, along the boundary of Verde Hills Subdivision;
Thence N41°33'49"W, 2.00 feet along the boundary of Verde Hills Subdivision;
Thence 78.18 feet on a curve to the right, having a radius of 150.10 feet, a central angle of 29°50'35", a chord bearing of N28°39'32"W, and a chord length of 77.30 feet, along the boundary of Verde Hills Subdivision;
Thence N11°43'14"E, 42.84 feet along the boundary of Verde Hills Subdivision;
Thence 94.45 feet on a curve to the left, having a radius of 116.38 feet, a central angle of 46°30'00", a chord bearing of N34°58'14"W, and a chord length of 91.86 feet, along the boundary of Verde Hills Subdivision;
Thence N58°13'14"W, 240.00 feet along the boundary of Verde Hills Subdivision;
Thence N46°26'14"W, 166.06 feet along the boundary of Verde Hills Subdivision to the west line of the northeast quarter;
Thence N00°16'56"W, 612.23 feet along the west line of the northeast quarter to the POINT OF BEGINNING.
The above-described parcel contains 18.46 acres, more or less.

• Meadowcrest Subdivision No. 2 (Exhibit D)

COMMENCING AT THE SOUTH ONE-SIXTEENTH CORNER COMMON TO SECTIONS 29 AND 30, FROM WHICH AN ALUMINUM CAP MARKING THE SOUTHWEST CORNER SAID SECTIONS 29 BEARS S00°12'02"E, 1315.91 FEET; THENCE, ALONG THE WEST BOUNDARY OF §40 SW1/4 OF THE SW1/4,

A) S00°12'02"E, 402.34 FEET TO THE PROLONGATION OF THE SOUTH BOUNDARY OF MEADOWCREST SUBDIVISION NO.1, RECORDED IN BOOK 47 OF PLATS, AT PAGE 40, RECORDS OF CANYON COUNTY, IDAHO; THENCE,

B) N89°58'01"E, 50.00 FEET TO THE SOUTHWEST CORNER OF SAID MEADOWCREST SUBDIVISION NO.1 AND THE POINT OF BEGINNING; THENCE, ALONG SAID SOUTH BOUNDARY THE FOLLOWING COURSES:
• **Pheasant Meadows Subdivision No. 1** *(Exhibit E)*

A portion of Tracts 9, 10 and a portion of the vacated right-of-way of Nampa Orchard Tract Co. Subdivision as filed in Book 2 of Plats at Page 48, records of Canyon County, Idaho, a portion of Lots 2, 3, 4 and a portion of Lots 9-17, Block 1 of Park Ridge Meadows Subdivision No. 1 as filed in Book 29 of Plats at Page 50, records of Canyon County, Idaho and a portion of the SW 1/4 of the NE 1/4 of Section 25, T.3N., R.2W., B.M., Nampa, Canyon County, Idaho more particularly described as follows:

Commencing at the SE corner of Section 25 from which the C1/4 corner bears South 00°01'19" West, 2651.71 feet; thence along the West boundary line of the NE 1/4 of said Section 25 South 00°01'19" West, 1,807.79 feet; thence leaving said West boundary line South 89°39'59" East, 33.06 feet to a point on the East right-of-way line of S. Gray's Lane, said point being the REAL POINT OF BEGINNING;

thence continuing South 89°39'59" East, 601.83 feet; thence North 25°48'52" West, 289.64 feet; thence South 89°25'55" East, 810.58 feet to a point on the West boundary line of said Nampa Orchard Track Co. Subdivision;
thence along said West boundary line South 00°12'26" West, 12.20 feet to the NW corner of said Tract 9;
thence along the North boundary line of said Tract 9 South 89°26'52" East, 78.32 feet;
thence leaving said North boundary line South 00°34'05" West, 107.34 feet;
thence South 82°26'39" East, 9.55 feet;
thence South 07°33'21" West, 50.00 feet;
thence North 82°26'39" West, 30.78 feet;
thence South 00°37'19" West, 297.56 feet;
thence South 45°37'19" West, 14.14 feet;
thence South 54°33'40" West, 16.99 feet;
thence South 00°37'19" West, 159.83 feet;
thence South 53°25'01" West, 28.72 feet to the NE corner of Lot 18, Block 14 of Park Ridge Meadows Subdivision No. 1 as filed in Book 28 of Plats at Page 50, records of Canyon County, Idaho and the SE corner of that parcel of land as described in that Quitclaim Deed recorded as Instrument No. 2018-011772. records of Canyon County, Idaho;
thence along the South Boundary line of said parcel of land as described in that Quitclaim Deed recorded as Instrument No. 2018-011772 the following 12 courses and distances:
thence along the North boundary line said Lot 18 North 88°59'38" West, 53.40 feet to the NW corner of said Lot 18;
thence North 89°34'03" West, 114.89 feet;
thence North 88°51'21" West, 83.00 feet;
thence North 88°20'17" West, 83.01 feet;
thence South 89°49'57" West, 83.01 feet;
thence North 89°02'32" West, 83.00 feet;
thence North 88°28'59" West, 83.01 feet;
thence North 88°58'01" West, 68.18 feet;
thence North 88°09'17" West, 14.82 feet;
thence North 89°10'18" West, 107.26 feet;
thence North 89°09'28" West, 41.00 feet;
thence North 88°10'17" West, 59.20 feet;
thence leaving said North boundary line North 39°12'32" West, 434.47 feet;
thence North 89°30'59" West, 135.82 feet to a point on East right-of-way line of S. Gray's Lane;
thence along said East right-of-way line North 00°13'46" East, 60.00 feet to the REAL POINT OF BEGINNING.

Containing 14.82 acres, more or less.

**Eagle Stream Subdivision No. 3 (Exhibit F)**

A parcel of land located in the E1/2 of the SE 1/4 of Section 18, T.3N., R.2W., B.M., Nampa, Canyon County, Idaho, more particularly described as follows:

Commencing at the E1/4 corner of said Section 18 from which the SE corner of said Section 18 bears South 00°30'59" West, 2648.71 feet;

thence along the East-West centerline of said Section 18 North 89°33'30" West, 1302.49 feet to the C-E1/16 corner of said Section 18;

thence along the West boundary line of the E1/2 of the SE 1/4 of said Section 18, and the West boundary line of Eagle Stream Subdivision No. 2 as filed in Book _____ of Plats at Page _____, records of Canyon County, Idaho South 00°30'37" West, 1,289.97 feet to the SW corner of said Eagle Stream Subdivision No. 2, point also being the REAL POINT OF BEGINNING;

thence along the southerly boundary line of said Eagle Stream Subdivision No. 2 the following 2 courses and distances:

thence South 41°45'54" East, 44.60 feet,

thence South 89°33'30" East, 366.00 feet;

thence leaving said southerly boundary line South 00°30'37" West, 160.00 feet;

thence North 89°33'30" West, 75.16 feet;

thence South 00°30'37" West, 934.73 feet;

thence South 89°37'05" East, 37.16 feet;

thence South 00°30'37" West, 160.00 feet;
thence South 89°37'05" East, 293.31 feet;

thence South 00°32'19" West, 75 00 feet to a point on the South boundary line of said Section 18;

thence along said South boundary line North 89°37'05" West, 651.27 feet to the SW corner of the E1/16 corner of said Section 18;

thence along the West boundary line of the E1/2 of the SE 1/4 of said Section 18 North 00°30'37" East, 1,363.10 feet to the REAL POINT OF BEGINNING. Containing 10 79 acres, more or less.

• Eagle Stream Subdivision No. 4 (Exhibit G)

A parcel of land located in the E1/2 of the SE 1/4 of Section 18, T.3N., R.2W., B.M., Nampa, Canyon County, Idaho, more particularly described as follows:

Commencing at the E1/4 corner of said Section 18 from which the SE corner of said Section 18 bears South 00°30'58" West, 2648.71 feet;

thence along the East-West centerline line of said Section 18 North 89°33'30" West, 649.92 feet;

thence along the East boundary line and the northerly extension thereof of Eagle Stream Subdivision No. 1 as filed in Book 48 of Plats at Page 31, records of Canyon County, Idaho and along the East boundary line of Eagle Stream Subdivision No. 2 as filed in Book 47 of Plats at Page 10, records of Canyon County, Idaho South 00°32'19" West, 1,320.00 feet to SE corner of Lot 2, Block 5 of said Eagle Stream Subdivision No. 2, said point also being the REAL POINT OF BEGINNING;

thence continuing South 00°32'19" West, 1,254.39 feet to an angle point on the exterior boundary line of Lot 1, Block 10 of Eagle Stream Subdivision No. 3 as filed in Book 48 of Plats at Page 4, records of Canyon County, Idaho;

thence along the exterior boundary line of said Eagle Stream Subdivision No. 3 for the following 8 courses and distances:

thence North 89°37'05" West, 293.31 feet;

thence North 00°30'37" East, 160.00 feet;

thence North 89°37'05" West, 37.16 feet;

thence North 00°30'37" East, 934.73 feet;

thence South 89°33'30" East, 75.16 feet;

thence North 00°30'37" East, 160.00 feet to a point on the South boundary line of said Eagle Stream Subdivision No. 2;

thence along said South boundary line South 89°33'30" East, 255.92 feet to the REAL POINT OF BEGINNING. Containing 9.11 acres, more or less.
Ordinance No. _____ shall be effective on its date of publication, which shall be on the 24\textsuperscript{th} day of December 2019. Ordinance No. _____ was passed by the Council and approved by the Mayor on the 16\textsuperscript{th} day of December 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 16\textsuperscript{th} day of December 2019, for publication on the 24\textsuperscript{th} day of December 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. _____ and provides adequate notice to the public as to the contents of such ordinance.

DATED this 16\textsuperscript{th} day of December 2019.
Mark Hilty, Attorney for City of Nampa
Kenneth Ashcraft (Owner) has requested a sidewalk deferral along the frontage of his property located at 3999 East Locust Lane.

The Owner submitted a residential permit in September for the development of a single-family home at 3999 E Locust Ln (Exhibit B). This parcel has a frontage of approximately 250 LF and is between two lots that are not yet within city limits and do not currently have sidewalks (Exhibit D). It is south of and across the street from Southern Ridge Subdivision and north of New York Landing Subdivision. Upon notifying the owner of the City Code requirement to construct sidewalk along project frontage, the owner requested a sidewalk deferral.

Locust Lane is classified as a Principal Arterial and therefore requires Council approval for the deferral agreement.

The Owner has informed the City that there is a future intent to subdivide and develop the entirety of this lot after utilities are constructed to the property as part of the Southern Ridge and New York Landing projects. They have provided the City with a preliminary concept design for the subdivision (Exhibit C).

Given the likelihood to subdivide and develop the property soon, the Engineering Division supports deferral of sidewalk construction until the time of subdivision.

REQUEST: Council approve the public sidewalk deferral requested by Kenneth Ashcraft for the property located at 3999 E Locust Ln and allow the Public Works Director to sign the attached Sidewalk Deferral Agreement (Exhibit A) under the following conditions:

1. The subdivision and development of the lot and subsequent sidewalk construction occurs by 2023. Otherwise, the City will include this parcel on the next Zone C LID project which will be constructed in 2024.
EXHIBIT “A”

AGREEMENT FOR DEFERRAL
OF CURB, GUTTER AND/ OR SIDEWALK, AND STREET CONSTRUCTION
FOR RESIDENTIAL PROPERTIES

THIS AGREEMENT, made and entered into this 16th day of December, 2019 by and between
THE CITY OF NAMPA, a municipal corporation, and Kenneth Ashcraft, applicant.

W I T N E S S E T H:

WHEREAS, Section 9-3-1 of the Nampa City Code authorizes deferral of the requirement of roadway
construction for an unspecified period of time;

NOW, THEREFORE, it is hereby agreed as follows:

1. Applicant is the owner of the following described real property located at 3999 Locust Lane, Nampa,
   Canyon County, Idaho, to wit: “12-2N-2W NE TX 06926 LS TX 17679 IN NWNE”

   EXHIBIT “A-1” (Legal Description attached)

2. The City agrees to defer the requirement of sidewalk, and/or certain street construction on said real
   property subject to the following limitations and restrictions:

   A. The Nampa City Engineer approves the deferral.

   B. No temporary or permanent structure or landscaping will be added along the street frontage area
      which shall impede the construction of the future curb, gutter and/ or sidewalk, and/or certain
      street improvements.

   C. Given the applicant intends to develop the parcel as reflected in Exhibit X, the City requires and
      the applicant understands that sidewalk improvements shall be done at the time of development or
      during the 2024 Zone C LID, whichever occurs first.

3. The City shall require construction of the Improvements upon notification as stipulated in Section 9-1-8
   of the Nampa City Code; or upon the formation of a future Local Improvement District (LID).

   A. If an LID is formed, it shall offer the option of making payments for the improvements over a
      period of years as provided by said LID and in accordance with Idaho State Statutes.

4. The terms and conditions of this deferral shall be deemed to be a covenant running with the land and
   binding upon the parties hereto.

5. The provisions and stipulations of this Agreement shall inure to and bind the heirs, executors and
   administrators, assigns and successors in the interest of the parties hereto.

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

PROPERTY OWNER(S):          CITY OF NAMPA:

Kenneth Ashcraft                  Tom Points, P. E.
                                  Public Works Director
STATE OF IDAHO )
COUNTY OF CANYON ) ss.

On this ______ day of __________________, 20______, before me, the undersigned, a Notary Public, in and for said State, personally appeared, Kenneth Ashcraft, known to me to be the person whose name is subscribed.

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

__________________
Notary Public for Idaho
Commission expires:

SEAL

STATE OF IDAHO )
COUNTY OF CANYON ) ss.

On this ______ day of __________________, 20______, before me, the undersigned, a Notary Public, in and for said State, personally appeared Tom Points, P. E., known to me to be the person whose name is subscribed.

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

__________________
Notary Public for Idaho
Commission expires:

SEAL
Exhibit “A-1”

LEGAL DESCRIPTION OF PROPERTY
ADD A VALVE ON THE SOUTH SIDE OF SIDEWALK TO TIE INTO IRRIGATION SYSTEM. EXTEND A LINE TO HOME.

NOTE: CONNECT TO PRESSURIZED IRRIGATION SYSTEM

STUB A 1" LINE TO CONNECT TO PRESSURIZED IRRIGATION SYSTEM

ADD A VALVE ON THE SOUTH SIDE OF SIDEWALK TO TIE INTO IRRIGATION SYSTEM. EXTEND A LINE TO HOME.

DRAWN BY: MEGAN
CHECKED BY: CHBE

PERMIT NO.

EXISTING PLAT

PROJECT NO. A0.1

CONSTRUCTION DOCUMENTS

JEFFERSON
4003 E. LOCUST LN
NAMPA, ID

DATE: AUGUST 9, 2019

CONSTRUCTION DOCUMENTS

JEFFERSON
4003 E. LOCUST LN
NAMPA, ID

DRAWN BY: MEGAN
CHECKED BY: CHBE

PERMIT NO.

EXISTING PLAT

PROJECT NO. A0.1

DATE: AUGUST 9, 2019
ORDINANCE
E PURPLE MUSTARD LN - STREET NAMING

- City of Nampa Engineering Division received a Private Street Name Assignment Request for properties that will be accessed by a currently unnamed private access road.

- Unnamed private access roads that provide access to three or more residences or are longer than 500 feet are required to be named per City of Nampa Engineering Process & Policy Manual.

- Engineering received an application from the property owner requesting to name the unnamed private access road within Nampa City Limits.
  - The private access road serves two parcels; R2915001100, owned by Kevin and Lisa Myers, and R2915001000, owned by James and Amelia Trull.
  - These parcels are proposed for development in the future.
    - The parcel and structure addresses will coincide with the new street name and be assigned once development applications are received.
  - Engineering worked with the property owner on the street naming.
  - The private access road is over 500 feet in length.

- Property owner requests and staff recommends the following street name assignment:
  - E Purple Mustard Ln

- This proposed change is shown on exhibit “A” attached

- Emergency Services supports this naming

REQUEST: Council approve street naming ordinance for E Purple Mustard Ln
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO NAMING A PRIVATE LANE E Purple Mustard Ln.

WHEREAS, the City Council has determined to name the private lane E Purple Mustard Ln per the attached exhibit A.

WHEREAS, Section 9-1-1 of the Nampa City Code requires the City Council to approve the names for new or additional streets.

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

Section 1: Private Lane is hereby NAMED E Purple Mustard Ln per attached exhibit A.


Approved:

By _____________________________

Mayor

Attest:

__________________________

City Clerk
NON-DEVELOPMENT AGREEMENT
MEADOWCREST SUBDIVISION NO. 3
(reviewed by Legal)

- The Developer of Meadowcrest Subdivision No. 3 has requested a Non-Development Agreement for a portion of the subdivision.

- The non-development agreement allows the final plat to be recorded when only a specific portion of the phase has been completed. The remaining portions of the phase have the following restrictions placed on them:
  - No lot sales may occur; and,
  - No building permits may be applied for.

- The agreement is recorded against the affected lots in order to provide notice to potential buyers.

- The attached Exhibit A shows in blue the portions of Meadowcrest Subdivision No. 3 requested to be encumbered by the Non-Development Agreement, referred to as the “Future Development Area”.

- The Developer is making this request due to cold temperatures preventing completion of asphalt paving in the Future Development Area.

- The Engineering Division has reviewed the request and recommend approval.

- The City’s Attorney has reviewed the agreement.

REQUEST: Council authorization for the Mayor to sign the Non-Development Agreement (Exhibit B) between the City and Brookfield Holdings (Hayden II), LLC.
Exhibit B

NON-DEVELOPMENT AGREEMENT

This AGREEMENT, made and entered into this 16th day of December, 2019, by and between Brookfield Holdings (Hayden II), LLC, whose address is 12265 El Camino Real Ste 180, San Diego, CA 92130, hereinafter referred to as “DEVELOPER”, and the CITY OF NAMPA, a municipal corporation of the State of Idaho, hereinafter referred to as “CITY”.

WITNESSETH:

WHEREAS, DEVELOPER is currently the Owner of all real property and subdivision lots contained in Meadowcrest Subdivision No. 3 in Canyon County, Idaho, recorded as Instrument No. _____________ in the records of Canyon County, Idaho; and,

WHEREAS, DEVELOPER desires now to withhold development of street, utility, and lot improvements and sale of lots and blocks in the following portions Lots 21 through 38, Block 2; Lots 13 through 24, Block 4; and Lots 17 through 33, Block 6 of said subdivision as shown on construction drawings submitted by T-O Engineers and approved by CITY on July 30, 2019, and as depicted in blue as the “FUTURE DEVELOPMENT AREA” on Exhibit A, attached and incorporated by this reference.

DEVELOPER hereby agrees that no improvements will be installed in FUTURE DEVELOPMENT AREA for utilities or for streets, as required by the CITY or other Utility Agency, without prior written permission of the CITY. If DEVELOPER desires to install any of said improvements in FUTURE DEVELOPMENT AREA, then DEVELOPER shall submit written request to the CITY. Said written request shall contain full development drawings of FUTURE DEVELOPMENT AREA re-dividing the proposed improvements into logical, phased construction in accordance with all current CITY requirements. A Subdivision Improvement agreement shall be executed for each phase of phased development. The CITY reserves the right to require reassessment of all development fees and updating of all development agreements as necessary to meet current standards as determined by CITY.

DEVELOPER herein agrees that when FUTURE DEVELOPMENT AREA is reactivated, the development plans shall be redesigned to CITY standards and specifications in effect at that time.

DEVELOPER further agrees to sell NO lots and NO building permits shall be issued in FUTURE DEVELOPMENT AREA during the term of this Agreement. DEVELOPER recognizes this Agreement will remain in effect until the required improvements in FUTURE DEVELOPMENT AREA are completed or bonded with approved surety method in
Exhibit B

accordance with CITY standards and specifications. DEVELOPER acknowledges that this Agreement will be recorded with the County Recorder of Canyon County, Idaho, to provide public notice to prospective purchasers or lenders of the temporary restraint on conveyance of said real estate. At such time as this Agreement terminates, the CITY agrees to release DEVELOPER from such restraints, and DEVELOPER is to duly file and record with the County Recorder of Canyon County the appropriate release as provided by CITY.

DEVELOPER and CITY specifically understand and agree that for the purpose of this Agreement, the status of FUTURE DEVELOPMENT AREA will be as though plats thereof had not been approved or filed. This Agreement is not intended and does not affect the CITY requirements heretofore complied with by DEVELOPER and obtained by said DEVELOPER, except as expressly agreed to and contained in this agreement.

This Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, and assignees and successors of the respective parties.

The undersigned DEVELOPER warrants and represents to CITY that he is the owner of the real property.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT as of the date first above written,

CITY OF NAMPA IDAHO:

_________________________________
Debbie Kling
Mayor

ATTEST:

_________________________________
City Clerk

BROOKFIELD HOLDINGS
(HAYDEN II), LLC

_________________________________
By:
Exhibit B

STATE OF IDAHO )
County of Canyon ) ss.

On this _______ day of _______________, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Debbie Kling and Deborah Bishop, known to me to be the Mayor and City Clerk, respectively, of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument, or the persons that executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

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

_________________________________
Notary Public in and for the State of Idaho
Residing at ________________________
My commission expires _______________

STATE OF ________ )
County of ________ ) ss.

On this _______ day of _______________, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared ____________________________ who executed the foregoing instrument, or the person(s) that executed the instrument on behalf of Brookfield Holdings (Hayden II), LLC corporation and acknowledged to me that such corporation executed the same.

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

_________________________________
Notary Public in and for the State of ________________________
Residing at ________________________
My commission expires _______________
Exhibit B

RELEASE AND SATISFACTION OF AGREEMENT

FOR MEADOWCREST SUBDIVISION NO. 3

The City of Nampa hereby acknowledges that the Non-development Agreement recorded as Instrument No. _____________ in the records of Canyon County, Idaho, is fully satisfied and is hereby released and discharged. This document shall be recorded to show the release of the non-development agreement upon the property as recorded.

Dated this ___ day of ______________, ______.

CITY OF NAMPA, IDAHO,

By __________________________
Debbie Kling
Mayor

ATTEST:

_____________________________
City Clerk

STATE OF IDAHO )
 ) ss.
County of Canyon )

On this ______ day of ______________, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Debbie Kling and Deborah Rosin, known to me to be the Mayor and City Clerk, respectively, of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument, or the persons that executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

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

_________________________________
Notary Public in and for the
State of Idaho
Residing at _______________________
My commission expires ____________
BID AWARD
INDIAN CREEK SAMPLE STATIONS
(as approved in the FY20 Budget)

- The Wastewater Division will install two sampling platforms and associated instrumentation located at the Nampa Wastewater Treatment Plant. (see Exhibit A)

- The purpose of this project is to provide continuous monitoring capability for dissolved oxygen, pH and temperature within Indian Creek upstream and downstream of the wastewater treatment plant.

- The City solicited formal bids for the project and five (5) contractors responded. The apparent low bidder is The Ewing Company, Inc in the amount of $219,813.30.

- JUB Engineers, Inc. was hired to provide design and construction engineering and inspection (CE&I)of the sampling stations as well as a flow study report summarizing flow data within the Indian Creek for $77,686.00.

- The Indian Creek Sample Station project has a total budget of $290,000, $250,000 from FY20 and $40,000 from FY19.

<table>
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<th>Design &amp; CE&amp;I Costs</th>
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<tr>
<td>Estimated Construction Costs</td>
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<tr>
<td><strong>Total Estimated Project Costs</strong></td>
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</table>

- Wastewater Division will allocate additional $7,499.30 from engineering services budget to account for the anticipated overage.

- Engineering Division staff recommend approval of the bid and award to The Ewing Company, Inc.

**REQUEST:** Authorize the Mayor and Public Works Director to sign contract with The Ewing Company, Inc. for the Indian Creek Sample Stations project in the amount of $219,813.30.
Indian Creek Sample Stations (WWTP)

Exhibit A

For illustrative purposes only.

10/25/2019
TASK ORDER
Annual Irrigation Replacements FY20
(As approved in FY20 budget; Legal review not required)

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

• The City’s Asset Management program identifies Zone F for Irrigation Replacements this year and the Engineering and Waterworks Division staff have chosen an irrigation mainline within that zone to be replaced.

• The project will replace approximately 2,000 feet of Irrigation Main Line which has had two recent breaks within the project limits and is located within Nampa’s University District (Exhibit A).

• The replacements will be designed during winter FY20 and constructed summer FY20. The project does not interfere with any irrigation crossings and therefore the irrigation district construction deadline of March 15 does not apply.

• Murraysmith, Inc. was selected to design the project and assist with bidding and construction.

• The Annual Irrigation Replacements FY20 project has an approved FY20 Waterworks Irrigation Budget of $330,000 for engineering design and construction.

• Murraysmith, Inc. has provided a Scope of Work (Exhibit B) and Labor Estimate (Exhibit C) to provide design, survey and construction engineering & inspection (CE&I) services for $87,211.00 (T&M N.T.E.).

REQUEST: Authorize Mayor and Public Works Director to sign Task Order with Murraysmith, Inc. to provide design, survey and construction engineering & inspection services for the Annual Irrigation Replacements FY20 project in the amount of $87,211.00 (T&M N.T.E.).
Annual Irrigation Replacements, Zone F
Exhibit A

For illustrative purposes only.

Other Locations TBD

Project Location (1)
DRAFT Scope of Work

Date: December 3, 2019
Task Order Number: ######
Project Number: PWIR200045
Project Name: Annual Irrigation Replacement Zone F FY20
Elder St to Alley between Elder St and Fern St from Connecticut to Dewey Ave

Consultant Company Address:
345 Bobwhite Court, Suite 230
Boise, ID  83706

Consultant Project Manager/Contact Information:
Mark Cummings, P.E.
Murraysmith
mark.cummings@murraysmith.us

Contract Amount: $87,211 (T/M NTE).
Duration: December 2019 – August 2020

Project Description and Assumptions:

This project consists of the removal and replacement of an existing pressurized irrigation main. Approximately 2,000-feet of irrigation main has been identified by the City of Nampa (CITY) for replacement. The section of irrigation main to be replaced begins to the South at East Connecticut Avenue running along South Elder Street to the north, thence West along East Bird Street, thence North within an alleyway between Fern Street and Elder Street, terminating to the North at east Dewey Avenue. The CITY has asked Murraysmith (CONSULTANT) to perform the following work:

- Perform a utility investigation to determine approximate location of existing utilities and perform an underground utility locate survey within the project limits.
- Perform a topographic survey within the project limits.
- Evaluate opportunities for trenchless replacement for main line replacement and road crossings along East Colorado Avenue.
- Prepare Construction Bid Documents.
- Provide Construction Engineering and Inspection (CE&I).
Scope of Work (SOW):

Task 1 - Project Management

1.1 Budget and Tracking – CONSULTANT to provide monthly progress report(s), detailing expenditures per task to date, percent of budget spent and percent complete. Provide schedule updates, progress report(s) and revisions (if necessary). Monthly progress report(s) will be submitted with monthly invoice(s).

1.2 Kick-Off Meeting – CONSULTANT shall attend a kickoff meeting with CITY stakeholders to discuss project details and goals.

Task 1 – Project Management Assumptions
SOW assumes a 11-month schedule (4 months for design and 7 months for bidding and construction).

Task 2 – Design Services

2.1 Data Collection – CONSULTANT will review CITY provided construction and planning documents as well as perform surveys to understand limits of removal and replacement of the irrigation main and location of surrounding utilities. This task will include the following:
   • Review of CITY provided utility as-builts and GIS shapefiles.
   • Utility survey and surface a to determine horizontal location of subsurface utilities.
   • Topographic survey to determine horizontal and vertical location of surface features as well as Right-of-Way and property boundaries. This task will also include survey of utility markouts performed by DIGLINE.
   • Potholing of identified utility crossing (Assumed 5-Potholes).
   • Project kick off meeting with City stakeholders.
   • Engineering site visit.

2.2 Concept Design - CONSULTANT shall prepare a concept design based on information from the data collection sub-task. The Concept Design package will be submitted in one (1) PDF form to the CITY. The concept design will include the following:
   • An aggregated topographic and utility site plan with proposed alignment of the irrigation main.
   • Evaluation of trenchless construction opportunities and costs to mitigate for limited construction area within alley and Colorado Ave crossing

CONSULTANT will present the results of the concept design with an engineer’s opinion of probable costs at a review meeting with the City. After the review meeting, the City will inform the CONSULTANT which improvements and/or construction assumptions they want to move forward into full design.

2.3 Contract Documents - CONSULTANT will prepare contract documents necessary for bid and construction for the identified improvements
2.3.1 60% Design – CONSULTANT will develop a 60% design package based on the direction provided on the concept design. The 60% Design package will be submitted in one (1) PDF form to the CITY for review and shall include the following:

- Construction Plans consisting of:
  - Standard Construction notes to be provided by the CITY.
  - Construction Plan Sheets for the irrigation main alignment.
  - Construction details, if other than ISPWC or City Supplement.
  - Erosion Control Plan, for bid purposes only.
  - Traffic Control Plan, for bid purposes only.
- Opinion of Probable Cost
- Review of front-end specifications

The 60% plans are created to foster communication with project stakeholders to identify system operation and maintenance preferences as well as evaluate construction methods to evaluate traffic control operations.

2.3.2 90% Design – CONSULTANT will develop a 90% design package based on the comments on the 60% design submittal. The 90% plans are assumed to be "bid ready" and are only missing minor City comments and approvals. The 90% Design package will be submitted in one (1) PDF form to the CITY. CONSULTANT may attend a meeting with the CITY to review comments from the 90% design package.

2.3.3 100% Design – CONSULTANT will finalize the 100% design package based on the comments on the 90% plans from the City.

Task 2 – Design Services Assumptions

1. The budget assumes the design will include the elements listed below. Design of any additional elements are not included in this SOW.
   - Remove and replace approximately 2,000 – feet of pressurized irrigation pipe, match in kind.
   - Replace valves and related appurtenances along main line alignment.
   - Evaluate opportunities for trenchless replacement of main line and road crossings along East Colorado Avenue.
2. System appurtenances (e.g. blow offs, drains) other than isolation, shutoff valves and services are not required for the design.
3. City will provide standard front-end specifications for CONSULTANT review.
4. Agency review (Idaho DEQ, irrigation districts, etc.) beyond CITY is not required.
5. All improvements and construction activities will take place within the public right-of-way. It is assumed that no work will be performed on Private Property.
6. It is assumed that additional analysis and/or study of the existing system is not required and that all improvements shall match the existing system.
7. Geotechnical investigation is not required for this project and is therefore not included in the SOW.
8. It is assumed that the area of the project will be less than 1 acre and therefore a Storm Water Pollution Prevention Plan (SWPPP) is not required.

9. Erosion control plans will be prepared for contractor bid purposes only and to identify public storm drain facilities to be protected in place.

10. Traffic control plans will be prepared for contractor bid purposes only. It is assumed the CITY will provide direction to the CONSULTANT regarding road closures and availability preferences during construction activities.

11. It is assumed that the CONTRACTOR will obtain all necessary permits for work within the public right-of-way.

12. Public involvement and coordination are not required or will be provided by the CITY.

13. The CITY will provide all utility as-built and GIS utility information for incorporation into the construction drawings.

14. CONSULTANT will develop a bid package that includes front end specification and construction contract. The CITY will provide its standard front-end contract documents to CONSULTANT to use as basis of contract document.

15. CONSULTANT will utilize ISPWC Standard Details and Specifications and City Supplements where applicable.

16. The CITY will administer the contract.

17. Plans will be half size (11-inch x 17-inch).

18. Construction drawings will include horizontal plan sheets only at 1” = 20’ scale. Elevation information and profile sheets will not be provided.

19. Any required permitting fees will be paid by the CITY.

Task 3 – Bid Administration and Support

3.1 Bid Documents – CONSULTANT will prepare 10 printed sets and one (1) PDF of bid documents and plans to be distributed by the CITY during the bid process.

3.2 Pre-Bid Meeting – CONSULTANT will prepare agenda and conduct meeting with CITY staff and interested parties to discuss project, answer questions, etc. CONSULTANT will record meeting minutes and transmit to CITY within one business day.

3.3 Bid Administration – CONSULTANT will review bid comments, prepare addendum, and advise CITY on bid inquiries. Assume one (1) addendum will be issued.

3.4 Bid Opening – CONSULTANT will prepare bid summary, assist CITY in reviewing bids and make recommendation for award. Attendance of the Bid Opening is not required.

Task 3 – Bid Administration and Support Assumptions

1. The CITY will advertise the bid and distribute all bid documents, addenda and communication with potential bidders.

2. Schedule assumes 2 months from bid advertisement to award to Contractor.

Task 4 - Construction Engineering and Inspection (CE&I)
4.1 **Pre-Construction Meeting** – CONSULTANT will schedule meeting, prepare agenda, sign-in sheet and administer meeting. Attendees should include City, Contractor, CONSULTANT, and all interested agencies. Topics to be discussed can include but are not limited to: Contractor Project Approach and Schedule, Project Information, Utility Coordination, etc. CONSULTANT will provide meeting minutes and transmit to CITY within one business day.

4.2 **Contract Administration** – CONSULTANT will provide contract administration that includes: maintaining documents and records, reviewing and recommending pay estimates provided by the Contractor, processing submittals and RFIs, processing change orders through the City, reviewing Contractor’s construction schedule.

4.3 **Construction Inspection** – CONSULTANT will observe construction activities as needed. Can include but not limited to: Construction Diaries, Review Materials Certification, Review Testing Procedure and Results, Workmanship Approval, Quantity Tracking, Traffic Control Plan Review and Coordination, Erosion and Sediment Control Compliance, Utility Coordination, Punch List, Start-Up, etc. The budget assumes that the RPR will not spend more than 20 hours/week on-site during construction.

4.4 **Public Involvement** – CONSULTANT will prepare exhibits, fliers and notices of irrigation water shutoff during construction which the City will distribute. Onsite RPR will coordinate with irrigation water users and act as first point of contact for water users.

4.5 **Project Close-out** – CONSULTANT will support project close-out by conducting inspections for substantial and final completion, reviewing as-built drawings received from the Contractor, drafting record drawings based on the as-built drawings, and compiling project records.

**Task 4 – CE&I Assumptions**

1. Assumes 5 months from NTP to construction closeout, with 6 weeks of active construction.
2. CONSULTANT will serve on behalf of the CITY and be the main point of contact for the Contractor.
3. CE&I services will be dictated by the Contractor’s construction schedule.
4. Quality control (QC) is the responsibility of the Contractor in accordance with ISPWC General Conditions Section 6.22, Quality Control. Quality assurance testing of materials is not required.
5. Contractor is responsible to develop and submit erosion control and traffic control plans for review and approval.
6. Safety is the responsibility of the Contractor.
7. Contractor will provide construction staking. Survey QC, if needed, will be treated as additional services.
8. Claim support, if needed, will be treated as additional services.
9. One Resident Project Representative (RPR) will be assigned to each project. A Senior RPR will provide overall review on CMI tasks, and administrative staff will assist in processing invoices, submittals, RFIs, construction schedules, change orders, and pay estimates.
10. Special inspections (e.g. rebar placement, concrete special inspections required by structural designer) are not included in this SOW.
11. The CITY will provide public involvement templates for exhibits, fliers and notices of irrigation water shutoff. CONSULTANT will modify templates with project specific information. The CITY will distribute materials through USPS mail. Public involvement does not include open house, visiting all affected water users, or updates to City website.
Project Schedule
Key project milestones are summarized below a project schedule is attached:

NTP: 12/06/2019

Data Collection: 12/09/2019 – 01/10/2020

Concept Design Submittal: 01/13/2020 – 01/17/2020

60% Design Submittal: 01/20/2020 – 02/10/2020

60% Design Review: 02/10/2020 – 02/14/2020

90% Design Submittal: 02/17/2020 – 02/28/2020

90% Design Review: 03/02/2020 – 03/06/2020

100% Design Submittal: 03/09/2020 – 03/20/2020

Bid Administration & Support: 03/23/2020 – 05/15/2020

Construction Engineering and Inspection (CE&I): 05/18/2020 – 8/18/2020

Cost of Services
Services will be provided on a time and materials not-to-exceed (NTE) basis.

Task 1 - Project Management $8,780

Task 2 - Design Services $46,047

Task 3 - Bid Support $6,931

Task 4 - CE&I $25,453

Total Cost of Services: $87,211

Attached is the labor estimate and cost summary for both 2019 and 2020.
# Task Order Review Checklist

**Project:** Annual Irrigation Replacement Zone F FY20  
**Date:** November 18, 2019

**SOW should contain the following information:**

1. Name of Project  
2. Name of Firm  
3. Contact Name and Number  
4. Current Date  
5. Page Numbers  
6. Outline of task(s) to be provided  
   a) PM, Design, Bid, Construction  
7. Project Schedule  
   a) Milestone Dates and Cost Estimates at PM (Preliminary Design Portion), Design, Bid, Construction  
8. Cost of Service  
   a) (fee for services to be noted "Time and Material Not to Exceed")  
9. Any Key Understandings to be noted  
10. Cover letter with the correct contact information
### Irrigation Main Replacement FY 2020

**City of Nampa**

**Fee Estimate**

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<th>Task 1</th>
<th>Problem Management</th>
<th>Task 2</th>
<th>Design Services</th>
<th>Task 3</th>
<th>Bid Administration</th>
<th>Task 4</th>
<th>CEM</th>
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**Estimated Fees Breakdown**

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**Subconsultants**

- Surgeon & Accurate
- Subconsultant Total with Markup

**Expenses**

- CADD Units
- GIS Units

**Total**

- $99,664
- $28,274
- $56,808
- $21,738
- $19,582

** CITY OF NAMPA **

**November 2019**

**Engineer II**

**Surveying & Accurate**

**Subconsultant**

**Multiplier**

**Markup**

**Irrigation Main Replacement FY 2020**

**City of Nampa**

**November 2019**

**Engineer II**

**Surveying & Accurate**

**Subconsultant**

**Multiplier**

**Markup**
BID AWARD
ANNUAL MISCELLANEOUS ASPHALT PATCH
(as approved in FY20 budget; legal review not required)

- Public Works needs an on-call contractor to provide utility cut asphalt patching, manhole/valve box adjustment and curb-gutter-sidewalk repairs as needed.

- In the past Engineering Division had asked for patch repair quotes individually. The average number of quotes is 108 per year with an average value of $1,532 each. To reduce staff’s administrative overhead to manage numerous small projects, the Engineering Division proposed bidding one contract.

- Last year Engineering Division bid one contract for miscellaneous asphalt patch repairs. This allowed for a faster response time from contractors and increased staff efficiency by eliminating individual small patch contracts.

- The on-call contracts are for twelve months.

- The bid items were separated into two tiers based on response time needed. The bid items will be either for a 24 or 72 hour completion time.

- Two contractors submitted bids for this project, Asphalt Driveways & Patching Solutions, LLC & Hess Construction, Inc. (Exhibit A).

- Bids results are the following:
  - Asphalt Driveways & Patching Solutions, LLC $275,675.00
  - Hess Construction, Inc. $244,775.00

- Because the bid quantities in this bid are estimates and the available budget is for $175,000.00 total. $150,000.00 from Waterworks budget and $25,000.00 from Streets budget, Engineering recommends awarding the contract in the amount of $175,000.00.

- Patches will be paid at the bid unit costs, if on-call patch requests exceed original budget additional funding will be identified, and a change order will be processed per City policies.

- Engineering recommends proceeding with award of the Annual Miscellaneous Asphalt Patch project to Hess Construction, Inc. in the amount of $175,000.

REQUEST: Award bid and authorize Mayor to sign contract for the Annual Miscellaneous Asphalt Patch project to Hess Construction, Inc. for $175,000.00.
# Annual Miscellaneous Asphalt Patch

Bids opened 12/9/2019 10:00 a.m.

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**TOTAL CUMULATIVE PRICE FOR 24 AND 72 HOUR ITEMS**

$275,675.00 $244,775.00
Design-Builder Procurement Process for
Wastewater Treatment Plant Phase II Upgrades Project Group F
Progressive Design-Build Contract
(Reviewed/Approved by Legal Counsel)

- On June 3, 2019, City Council passed Resolution 29-2019 directing staff to proceed with contracting for project packaging and delivery approaches for the Nampa Wastewater Treatment Plant (WWTP) Phase II Upgrades

- On September 16, 2019, City Council authorized advertisement of the Request for Qualifications (RFQ) for the Phase II Upgrades Project Group F Progressive Design-Build contract. The City issued the RFQ inviting qualified design-build teams who have experience with wastewater treatment plant design and construction to submit Statement of Qualifications (SOQ) for the project

- The City is using a two-step procurement process for selecting a design-build team. Step 1 involved evaluating the SOQ, checking references, and shortlisting the highest ranked teams based on evaluation criteria disclosed in the RFQ. In Step 2 the City will invite shortlisted design-build teams to submit proposals in response to the City’s Request for Proposals (RFP)

- The City received five SOQ from the following design-build firms:
  - Alberici/RSCI Joint Venture
  - CH2M Hill Engineers (Jacobs)
  - IMCO
  - Mortenson
  - Slayden

- Key Nampa staff, City Council members, City consultants and an evaluation committee reviewed the SOQ for each of the proposers and developed a recommended shortlist of firms. The SOQ were evaluated on the following criteria:
  - Project Team Organization and Leadership
  - Qualifications and Experience of Key Personnel
  - Relevant Project Experience
  - Delivery Capacity and Approach to Self-Performance and Subcontracting
  - Permitting and Right-of-Way Experience and Qualifications

- The Public Works Director reviewed and agrees with the evaluation committee’s recommendation to invite the following three, shortlisted design-build teams to submit proposals for the City’s RFP

REQUEST:
A. Accept recommendation of shortlisting the following three firms for the Nampa Wastewater Treatment Plant Upgrades Phase II Project Group F Progressive Design-Build contract procurement process:
   1. Alberici/RSCI Joint Venture
   2. CH2M Hill Engineers (Jacobs)
   3. IMCO

B. Authorize Public Works Director to proceed with the Request for Proposals second phase of selection for the Nampa Wastewater Treatment Plant Phase II Upgrades Project Group F Progressive Design Build contract.
At the time of Publication This Item Had no Supporting Documentation
At the time of Publication This Item Had no Supporting Documentation
Planning & Zoning Department

Before the Mayor and City Council

December 16, 2019

STAFF REPORT – PUBLIC HEARING

Zoning Map Amendment from RD (Two-Family Residential) to BC (Community Business) at 1511 7th St. So. for Dr. Brian Thomas, Nampa First Church of the Nazarene for a medical and counseling clinic (ZMA 113-19).

To: Mayor and City Council

Applicant: Dr. Brian Thomas

File No: ZMA 113-19

Prepared By: Norman L. Holm

Date: December 10, 2019

Requested Action: Zoning Map Amendment (Rezone) from RD (Two-Family Residential) to BC (Community Business)

Planning and Zoning Commission Recommendation: Approval, with the below stated Findings of Fact, Conclusions of Law and Decision.

Status of Applicant: Owner

Existing Zoning: RD (Two-Family Residential)

Proposed Zoning: BC (Community Business)

Location: 1511 7th St. So.

Size of Property: A .11 acre or 4,792 sq. ft. part of the NE ¼ of Section 27, Township 3 North, Range 2 West, BM being the SE 50’ of Lots 1 and 2, Block 5, Interstate Addition.

Existing Land Use: Existing vacant residential building.
GENERAL INFORMATION

Planning & Zoning History: The property at 1511 7th St. So. was originally constructed as a single-family dwelling.

Proposed Land Uses: The owner/applicant is requesting a zoning change for the property from RD to BC in order to accommodate the renovation of the house so it can be used as a medical and counseling clinic for those who do not have medical insurance. The Care House Clinic will have two rooms for basic medical services and two rooms for counseling services.

Surrounding Land Use and Zoning:
North- Nampa First Church of the Nazarene, RD (Two-Family Residential).
South- Commercial and Professional, BC-PUD (Community Business).
East- Residential, RP (Residential Professional) and RD
West- Single Family Residential, RD

Comprehensive Plan Designation: Medium Density Residential designation bordering General Commercial designation to the east. The requested zoning map amendment from RD to BC is interpreted as compliant with the General Commercial designation by reason of being eligible to be stretched to the west to include this property.

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:
8” sewer main available in alley
6” water main available in alley
6” irrigation main available in alley, 2” main available in 7th St. So.

Public Services: All present.

Transportation and Traffic: The property has frontage and driveway access from 7th St. So.

Parking: Off-street parking for a dwelling (to be) converted into a commercial business/office is to be provided in accordance with the requirements of Section 10-22-16 (e.g., for small item retail 1 per 250 sq. ft. of net floor area) or the maximum number of parking spaces that will/can be made to fit on the property without needing to obtain a variance, whichever standard is less restrictive.

The existing driveway/carport area will accommodate one handicapped parking spot. The primary off-street parking area for the clinic will be the parking lot the Nampa First Church owns nearby at the southwest corner of 7th St. So. and 16th Ave. So. (711 16th Ave. So.).

Environmental: The rezone would have little effect on the adjoining properties. All of the properties across the alley to the southeast are zone BC. The First Church of the Nazarene also owns the vacant grassed lot 1503 7th St. So. adjacent to the northwest.
Neighborhood Input: One neighbor, Mike Treasure of 720 15th Ave. So. expressed opposition and the Planning and Zoning Commission hearing. He expressed concern about other nearby properties being turned into businesses. He also expressed concern about traffic and whether the church would rezone the adjacent grassed lot and turn it into parking. (Please see the attached hearing minutes for details.)

STAFF FINDINGS AND DISCUSSION

The requested rezone is appropriate. The parcel has a Medium Density Residential designation on the Comprehensive Plan future land use map and adjoins the General Commercial designation to the southwest. The requested zoning map amendment from RD to BC is therefore compliant with the General Commercial designation.

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

1. Rezone of the subject property to BC is reasonably necessary in order to allow the applicant to use the property as proposed.

2. Rezone of the subject property to BC is in the interest of the property owner(s) and conforms to the adjacent adopted comprehensive plan designation of General Commercial as well as adjoins the existing BC zone to the southeast.

3. The proposed renovation of the house as a medical and counseling clinic will be compatible with the church, professional, and commercial uses previously established in the area and along 16th Ave. So.

4. The use of a development agreement to establish any conditions for the rezone of the property serves no purposes.

ATTACHMENTS

1) Application and letter (Pages 4-5)
2) Zoning and location map (Page 6)
3) Arial photo (Page 7)
4) Applicant site plan (Page 8)
5) Future land use map (Page 9)
6) Street view photo (Page 10)
7) Planning and Zoning Commission hearing minutes (Pages 11-13)
8) Agency and other correspondence (Page 14+)
Application for Amendment of Zoning Ordinance or Map
Planning and Zoning Department
411 3rd Street S., Nampa, Idaho 83651  P: (208) 468-4487 F: (208) 465-2261
Nonrefundable Fee: $406.00 (1 acre or less)  Nonrefundable Fee: $811.00 (more than 1 acre)
Or $213.00 for a text amendment

Applicant/Representative Name
Dr. Brian Thomas, Nampa First Church of the Nazarene
Street Address
1511 - 7th St. South
City
Nampa
State
ID
Zip code
83651
Home Number
Church - 208-466-3549
Mobile Number
Email
bthomas@nampafirst.org

Property Owner Name
Nampa First Church of the Nazarene
Street Address
601 - 16th Ave South
City
Nampa
State
ID
Zip code
83651
Home Number
Tony Johnson
Church - 208-466-3549
Mobile Number
Email
bthomas@nampafirst.org

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

ADDRESS OF SUBJECT PROPERTY:
1511 7th St S.

Please provide the following REQUIRED DOCUMENTATION:
✔ Completed Application
✔ A copy of one of the following:
  ✔ Warranty Deed  ☐ Proof Of Option  ☐ Earnest Money Agreement

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

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

Project Description
➢ State the zoning desired for the subject property:
  We are renovating the house so it can be used as a medical and counseling clinic for those who do not have medical insurance. The Care House Clinic will have two rooms for basic medical services and two rooms for counseling services.

➢ State (or attach a letter stating) the reason for the proposed change, together with any other information considered pertinent to the determination of the matter. In the case of a text amendment please attach the full text of the proposed amendment.
  See attached document.

Dated this 26th day of September, 2019

Applicant Signature

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

OFFICE USE ONLY
PROJECT NAME
Rezone from BD to BC
FILE NUMBER: ZMA/113-2019
12/11/13 Revised
Explanation of Reason For Zoning Change

Original Legal Description of Property:
27-3N-2W NE INTERSTATE ADD SE 50' OF LTS 1&2 BLK 5
1511 – 7th St. South

This property is currently owned by Nampa First Church of the Nazarene (NFC). NFC sponsors a 501c3 non-profit compassionate ministry known as Care House Partnerships (CHP).

Nampa First Church has given Care House Partnerships permission to utilize this house as a free/charitable medical and counseling clinic to serve those in the Nampa community who are uninsured. The Clinic will have two medical exam rooms for basic medical services and two counseling rooms.

The house is currently in an area zoned RD – Residential & Duplex, yet this zoning does not allow for buildings that serve as medical clinics and other related services. Thus, we need this piece of property rezoned as BC – Community Business - or to be granted a Conditional Use Permit so that the house might be utilized to serve our neighbors in this manner.

The initial plan is for the clinic to be opened one day a week for 4-hours a week and to serve individuals on an appointment-only basis. With this schedule, both the medical clinic and the counseling clinic would service approximately twenty-five clients per week. As service needs increase, we will open the clinic two days per week for 4-hours each day.

There will be one handicapped parking spot in the driveway of the Clinic. The primary off-street parking area for the clinic will be the parking lot Nampa First Church owns on the southwest corner of 7th St. S. and 16th Ave. S. – which is on the same side of the street as the house under discussion. Secondary, on-street parking is available on 15th Ave South.
Nampa First Church of the Nazarene
1511 7th St S
Zoning Map Amendment

ZMA-00113-2019
10/28/2019
Visit Planning & Zoning at cityofnampa.us for more info.

Visit Planning & Zoning at cityofnampa.us for more info.
Original Legal Description of Property:
27-3N-2W NE INTERSTATE ADD SE 50' OF LTS 1&2 BLK 5
1511 - 7th St. South
Public Hearing No. 2:
Zoning Map Amendment from RD (Two-Family Residential) to BC (Community Business) at 1511 7th St. So. (A .11 acre or 4,792 sq. ft. part of the NE ¼ of Section 27, Township 3 North, Range 2 West, BM being the SE 50’ of Lots 1 and 2, Block 5, Interstate Additions) for Dr. Brian Thomas, Nampa First Church of the Nazarene for a medical and counseling clinic (ZMA 113-19). – ACTION ITEM

Chairman McGrath proceeded to public hearing.

Reverend Anthony Johnson of 1468 S Millstream Ct, Nampa – representing Nampa First Church of the Nazarene at 601 16th Ave S and Care House Partnerships:
- Care House Partnerships stated Reverend Johnson was the compassionate ministry outreach of Nampa First Church of the Nazarene, a 501 C 3 non-profit sponsored by Nampa First Church.
- Reverend Johnson apologized for submitting the application so late and explained when they were in the process of developing the plans for the remodel of the house, it was determined a Rezone to BC would be required for the use.
- According to Reverend Johnson they were already into the construction project and were asking for an adjustment of the zoning to BC because the RD zoning does not allow for any type of medical clinic.
- They would like to continue developing the free and charitable medical and counseling clinic for those in the community who are uninsured and live at 200 percent, or below, of the Federal Poverty Limit.
- Medicaid Expansion, continued Reverend Johnson, only covers those up to 138 percent of the Federal Poverty Limit and it is estimated there would still be 80,000 people in Idaho, 30,000 people in the Treasure Valley, and upwards of 10,000 to 15,000 people in Nampa who were in that gap.
- Therefore, added Reverend Johnson, there would be a place for a free and charitable medical and counseling clinic in the community.
- Reverend Johnson explained there are four rooms in the house, two of them will be for counseling and two for medical exams.
- Reverend Johnson emphasized basic medical care would be provided. Acute or chronic care requirements would be referred to specialists and added there would be no surgeries or procedures performed at the subject facility.
- According to Reverend Johnson, there would be medical providers from Northwest Nazarene University’s Nurse Practitioner Program as well as medical providers from the community. The counseling will be provided by those in the Master of Counseling Program at NNU. Interns would be supervised by a Licensed Professional Counselor. They would all be volunteers, other than the Supervisor who oversees the Counselors.
- The driveway on the subject property would be utilized as a handicap parking spot, and because First Church of the Nazarene owns all the properties on that side of the street, people would be able to park in the parking lot on the corner of 16th Ave S and 7th St S – two properties down – and walk to the subject clinic.
- Reverend Johnson indicated the subject property was also on the Valley Transit No. 51 bus line.
- Initially the clinic would be open one night a week for four hours, stated Reverend Johnson, and they would have to call in to make an appointment and no walk-ins. As the need increases, in the future, they would potentially be open for two nights a week for four hours each evening.
- Kehoe inquired if the clinic facility would be limited to members of any particular church and Reverend Johnson replied it would not be limited but open to the public that fits within the previously mentioned financial parameters.

Planning Director Holm:
- Holm indicated the location of the subject property on .11 acre, presently zoned RD, the same as the rest of the properties to the west, and the First Church of the Nazarene across 7th St S.
- The church also owns the grassed parcel to the west as well as the parcel to the southeast that would be available for parking.
- The Comprehensive Plan designation, continued Holm, was Medium Density Residential, with the General Commercial boundary in the alley on the east side of the subject property.
- The applicants were seeking to stretch that Commercial designation to allow rezoning from RD to BC. It would be compliant with the Comprehensive Plan, continued Holm, to allow that stretch to take place.
- Holm indicated the existing BC zoning on 16th Ave S and Holly St further south, as well as further to the northwest on 12th Ave S and 7th St S.
Frontage of the subject property would be on 7th St S, added Holm, with additional parking available adjacent to the southeast.

Holm indicated a street view of the subject property and the applicant’s proposed site plan and adjacent uses.

Holm reviewed the Staff Report and noted there were no recommended conditions of approval.

Chairman McGrath proceeded to public testimony.

David Ferdinand of 2419 W Herron Loop, Nampa – in favor:

- Mr Ferdinand gave some history for the First Church of the Nazarene and noted his grandfather was the first pastor of the church in 1913 and his aunt had started outreach ministries for food and clothing distribution.
- Mr Ferdinand stated when parcels become available around a church that was reaching out to the community it was very important to determine what the community needs.
- A mobile clinic has also been put together with St Alphonsus, added Mr Ferdinand, to provide free health care and an additional need was recognized for counseling and medical care in conjunction with Northwest Nazarene Church.

Mike Treasure of 720 15th Ave S, Nampa – opposed:

- Mr Treasure indicated his property on the east side of 15th Ave S, 3 lots down from the subject property.
- Although most of his concerns had been addressed, stated Mr Treasure, the other major concern he had was setting a precedent that all of the nearby properties would be gobbled up and turned into businesses.
- At the present time, added Mr Treasure, most of the residents on the street were homeowners and not renters.
- As far as outreach from the church, noted Mr Treasure, they had heard nothing about the proposed change of use for the subject property and the subsequent rezone to BC.
- Mr Treasure voiced concern regarding increased traffic, and where would the rezoning end. Would the grass lot be rezoned and turned into a parking lot – and that parcel was only two lots down from his property.
- The applicants, added Mr Treasure, had not taken into consideration the neighboring property owners living next door to the proposed facility.
- A little bit of consideration from the applicants, for the community and the neighbors, added Mr Treasure, would have been received much better.

Allison Berrian of 716 15th Ave S, Nampa – opposed but did not wish to speak.

Danielle Berrian of 716 15th Ave S – Undecided:

- Ms Berrian noted there was only one house between her property and the grass lot.
- According to Ms Berrian her husband is a mental health counselor and also worked for clientele that does not have insurance benefits and added they would love the additional help in the valley.
- As a homeowner, continued Ms Berrian, she had similar concerns to Mr Treasure, and questioned what the plan would be for the grass lot next to the subject property.
- Ms Berrian noted the lot used for a community garden had also been sold without any contact with the neighbors.
- It would be nice to receive consideration from the church, stated Ms Berrian, but they only received notification from the City for tonight’s meeting.
- Ms Berrian requested more specifics regarding the evening hours of operation and the impact on the alley and the neighborhood.

Reverend Johnson:

- Reverend Johnson again apologized for not contacting the neighbors regarding the proposed counseling and medical facility.
- There had been discussions, added Reverend Johnson with those neighbors that come to the food pantry and those attending the Wednesday night dinner that also received some health care provided there through a parish nursing model mini clinic.
- Currently there were no times set for the medical and counseling clinic evening openings stated Reverend Johnson, but the hours could be from 3:00 p.m. to 7:00 p.m. or 2:00 p.m. to 6:00 p.m. The clinic would not be open late but would be available during hours that would accommodate the working poor.
- Reverend Johnson advised the community garden lot had been sold in order to pay off indebtedness.
There were no plans at the present time, stated Reverend Johnson, to develop the grassy lot next door to the subject property into a parking lot, or anything else.

According to Reverend Johnson, if the proposed counseling facility and medical clinic went beyond operating more than four hours at a time for two days a week, then they would begin the process of looking for a new location.

Chairman McGrath inquired if there would be adequate staffing to make sure the activities were contained to the clinic/counseling facility.

Reverend Johnson replied that they could consider that request, and advised on Tuesday and Wednesday nights they have a Security Guard that walks around the church property, and the same could also be arranged if the facility was open Thursday night.

Reverend Johnson reiterated they want to be good neighbors.

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

Kropp inquired if the subject property were rezoned to BC and the clinic then moved to a larger facility, would the subject property remain BC and allow for another business to take over the property.

Holm advised the property would remain zoned BC and if the applicants-maintained ownership, they could control the use on the property, however, if the property was sold it could be open to other uses.

Garner motioned and Sellman seconded to recommend approval to City Council for a Zoning Map Amendment from RD to BC at 1511 7th Street S, to allow for a medical and counseling clinic, for Dr Brian Thomas, Nampa First Church of the Nazarene.

Motion carried with Garner, Hutchings, Kehoe, Miller, Sellman and Van Auker Jr in favor and Kropp opposed.

Motion carried.
November 19, 2019

Dr. Brian Thomas  
Nampa First Church of the Nazarene  
601 16th Ave. So.  
Nampa, ID 83651

Subject: Zoning Map Amendment from RD (Two-Family Residential) to BC (Community Business) at 1511 7th St. So. for Dr. Brian Thomas, Nampa First Church of the Nazarene for a medical and counseling clinic (ZMA 113-19).

Dear Dr. Thomas:

The following is the decision of the Nampa Planning & Zoning Commission on the above matter heard before them on November 12, 2019. This letter will stand as the Findings of Fact, Conclusions of Law and Decision required by Idaho Code Section 67-6535. The Planning & Zoning Commission found the following concerning your zoning map amendment request:

1. Rezone of the subject property to BC is reasonably necessary in order to allow the applicant to use the property as proposed.
2. Rezone of the subject property to BC is in the interest of the property owner(s) and conforms to the adjacent adopted comprehensive plan designation of General Commercial as well as adjoins the existing BC zone to the southeast.
3. The proposed renovation of the house as a medical and counseling clinic will be compatible with the church, professional, and commercial uses previously established in the area and along 16th Ave. So.
4. The use of a development agreement to establish any conditions for the rezone of the property serves no purposes.

The Planning & Zoning Commission voted to recommend approval to the City Council with no conditions of approval. Further consideration, public hearing and final action on the Zoning Map Amendment from RD to BC has been scheduled before the City Council on December 16, 2019. You should be present at this hearing to address any questions the City Council may have. Should you have any questions, please feel free to contact me at 468-5446.

Sincerely,

[Signature]

Norman L. Holm, Planning Director  
CITY OF NAMPA
DATE: November 6, 2019
TO: Planning and Zoning Department
FROM: Caleb LaClair, P.E., Nampa Assistant City Engineer
CC: Daniel Badger, P.E., Nampa City Engineer
CC: Tom Points, P.E., Nampa City Public Works Director
APPLICANT: Dr. Brian Thomas, Nampa First Church of Nazarene
OWNER: Nampa First Church of Nazarene
ADDRESS: 1511 7th Street S
RE: ZMA-00113-2019 – Rezone from RD to BC

The Engineering Division does not oppose this application and has no comments or conditions.
Hi Shellie,

Nampa Highway District #1 has no comment.

Thank you,

Eddy

---

Good Morning Everyone! 😊

Re: ZMA 00113-2019

Dr. Brian Thomas, Nampa First Church of the Nazarene for a medical and counseling clinic has requested a Zoning Map Amendment from RD (Two-Family Residential) to BC (Community Business) at 1511 7th St. So. (A.11 acre or 4,792 sq. ft. part of the NE ¼ of Section 27, Township 3 North, Range 2 West, BM being the SE 50’ of Lots 1 and 2, Block 5, Interstate Additions).

This application will go before the Planning and Zoning Commission as a public hearing item on the November 12, 2019 agenda.

Please find attached the ZMA 00113-2019 file for your review and send all comments to my attention no later than November 08, 2019.

Thank you & Have a great day!
Building Department will require Architectural plans and permits, to convert the building from Residential to Commercial.

From: Shellie Lopez <lopes@cityofnampa.us>  
Sent: Tuesday, November 05, 2019 10:54 AM  
Subject: ZMA 00113-2019

Good Morning Everyone! 😊

Re: ZMA 00113-2019

Dr. Brian Thomas, Nampa First Church of the Nazarene for a medical and counseling clinic has requested a Zoning Map Amendment from RD (Two-Family Residential) to BC (Community Business) at 1511 7th St. So. (A .11 acre or 4,792 sq. ft. part of the NE ¼ of Section 27, Township 3 North, Range 2 West, BM being the SE 50’ of Lots 1 and 2, Block 5, Interstate Additions).

This application will go before the Planning and Zoning Commission as a public hearing item on the November 12, 2019 agenda.

Please find attached the ZMA 00113-2019 file for your review and send all comments to my attention no later than November 08, 2019.

Thank you & Have a great day!
November 7, 2019

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

RE: ZMA-113-2019/ 1511 3rd Street South

Dear Norm:

Nampa & Meridian Irrigation District (NMID) has no comment on the above-referenced application as plans show storm water to be retained on site.

All private laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site, NMID will need to review drainage plans. The developer must comply with Idaho Code 31-3805.

Please feel free to contact me with any further questions

Sincerely,

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

Cc: Office/ file
DATE: November 6, 2019
TO: Planning and Zoning Department
FROM: Caleb LaClair, P.E., Nampa Assistant City Engineer
CC: Daniel Badger, P.E., Nampa City Engineer
CC: Tom Points, P.E., Nampa City Public Works Director
APPLICANT: Dr. Brian Thomas, Nampa First Church of Nazarene
OWNER: Nampa First Church of Nazarene
ADDRESS: 1511 7th Street S
RE: ZMA-00113-2019 – Rezone from RD to BC

The Engineering Division does not oppose this application and has no comments or conditions.
Hi Shellie,

Nampa Highway District #1 has no comment.

Thank you,

Eddy

---

Good Morning Everyone! 😊

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Please find attached the ZMA 00113-2019 file for your review and send all comments to my attention no later than November 08, 2019.

Thank you & Have a great day!
STAFF REPORT – PUBLIC HEARING

Annexation and Zoning to RMH (Multiple-Family Residential) for Townhomes at 622 N. 44th Street for Mason and Associates representing Sun Peak Development LLC (ANN 133-19).

Applicant: Mason and Associates Inc.
Property Owner: Sun Peak Development, LLC

File No: ANN 133-19

Prepared by: Norman L. Holm
Date: December 10, 2019

Requested Actions: Annexation & Zoning to RMH (Multiple-Family Residential)

Purpose: For development for Townhomes

Planning and Zoning Commission Recommendation: Approval, subject to conditions of annexation.

GENERAL INFORMATION

Zoning & Planning History: A large single-family dwelling property. The dwelling was constructed under Canyon County jurisdiction. The applicant purchased the property this past August 2019. It is presently zoned RR (Rural Residential) in the County. The owner is requesting annexation to Nampa to RML for the purpose previously stated.

Status of Applicant: Representative of Sun Peak Development, LLC

Annexation Location: 622 N. 44th Street located in the NE ¼ NE ¼ of Section 24, T3N, R2W, BM, Canyon County, Idaho
Proposed Zoning: RMH (Multiple-Family Residential)

Total Size: A 2.02-acre or 87,974 sq. ft. parcel

Existing Zoning: County RR (Rural Residential)

Nampa Comprehensive Plan Designation: High Density Residential

Surrounding Land Use and Zoning:
North- Happy Valley Mobile Home Park; RA (Suburban Residential)
South- Rural Residential; County RR (Rural Residential)
East- Rural Residential; County RR (Rural Residential)
West- Happy Valley Mobile Home Park; RA (Suburban Residential)

Applicable Regulations: For a property to be annexed it must be contiguous with the city limits or be enclaved by other properties so annexed. The parcel connects with the city limits on its northerly property boundary parcel. It is not situated in an enclaved area.

Existing Uses: Rural residential parcel with single family dwelling.

Neighborhood Input: Sherry Baker, office manager for owners of Happy Valley Mobile Home Park expressed at the Planning and Zoning Commission hearing concerns over density, access, and traffic.

SPECIAL INFORMATION

Public Utilities:
10” water main in N. 44th St.
10” sewer main in N. 44th St.
6” irrigation main along a portion of the northerly property boundary.

Public Services: Police and fire already service city incorporated areas surrounding the location.

Physical Site Characteristics: Rural residential parcel with single family dwelling.

Transportation: Access to the property is Airport Rd. via N. 44th St. and from Stamm Lane via the internal roadways of Happy Valley Mobile Home Park.

Correspondence: No written correspondence has been received from any area property owners or residents either opposing or supporting the request for annexation and zoning to RMH.

STAFF FINDINGS AND DISCUSSION

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

1) The requested annexation parcel connects with the city limits on its west (N. 44th St.) and north property lines. The parcel is not enclaved.
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 RMH zoning conforms with the city’s comprehensive plan future land use map for High 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 RMH for the purpose of constructing a Townhome Development.

RECOMMENDED CONDITIONS OF APPROVAL

If the City Council accepts the Planning and Zoning Commission recommendation and approves the Annexation and Zoning to RMH to the City Council the following engineering conditions are requested:

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.
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, including public pressure irrigation main from N Happy Valley Road, 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.

ATTACHMENTS

1) Application and letter of intent (Pages 4-5)
2) Property legal description (Page 6)
3) Vicinity map with zoning (Page 7)
4) Aerial photo (Page 8)
5) Future land use map (Page 9)
6) Utilities map (Page 10)
7) Street view photo (Page 11)
8) Planning and Zoning Commission hearing minutes (Pages 12-13)
9) Agency and other correspondence (Pages 14+)
APPLICATION FOR ANNEXATION/ZONING
PLANNING AND ZONING DEPARTMENT
411 3RD STREET S., NAMPA, IDAHO 83651 P: (208) 468-4487 F: (208) 465-2261
Nonrefundable Fee: $452.00 (1 acre or less) Nonrefundable Fee: $910.00 (more than 1 acre)

Applicant Name: Mason and Associates Inc
Home Number

Street Address: 922 3rd Street S., St. B
Mobile Number

City: Nampa State: ID Zip code: 83651
Email: janmason@masonandassociates.us

Property Owner Name: Sun Peak Development, LLC
Home Number: (208) 521-1228

Street Address: P.O. Box 603
Mobile Number

City: Ashton State: ID Zip Code: 83420
Email: nicoletteluckydres.com

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

ADDRESS OF SUBJECT PROPERTY: 622 N. 44th Street, Nampa ID

Please provide the following required documentation
☐ Completed Application
☑ A copy of one of the following: ☐ Warranty Deed ☐ Proof Of Option ☐ Earnest Money Agreement
☐ Signed & Notarized Affidavit of Legal Interest (attached). Form must be completed by the legal owner
(if owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to show that the person signing is an authorized agent)

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

Project Description
➢ State the zoning desired for the subject property: RMIH

➢ State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for the use of the subject property: See attached letter

Dated this 16th day of October, 2019

William J. Mason
Applicant Signature

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

OFFICE USE ONLY

12/11/13 Revised
LETTER OF INTENT
ANNEXATION AND ZONING

Sun Peak Development LLC would like to annex the property at 622 N. 44th street into the City of Nampa. They are requesting the zone of RMH. RMH is the zone of the property directly north east of this property. The City of Nampa has designated this property as high density residential in the City’s future use land map. The request for annexation and zoning for RMH is within the City’s future plan.

Sun Peak Development LLC has proposed to use the land for townhomes which is within allowed use for the RMH zone.
FOR: Sun Peak
JOB NO.: AU1219
DATE: October 15, 2019

PARCEL 1

A parcel of land being a portion of the NE1/4 NE1/4 of Section 24, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County Idaho, more particularly described as follows:

Commencing at the southeast corner of the NE1/4 NE1/4;

Thence N 00° 01’ 18” W a distance of 1321.78 feet along the east boundary of the NE1/4 NE1/4 to the northeast corner of the NE1/4 NE1/4;

Thence N 89° 13’ 08” W a distance of 418.00 feet along the north boundary of the NE1/4 NE1/4 to the POINT OF BEGINNING;

Thence S 00° 01’ 18” E a distance of 256.00 feet parallel with the east boundary of the NE1/4 NE1/4;

Thence N 89° 13’ 08” W a distance of 343.00 feet parallel with the north boundary of the NE1/4 NE1/4;

Thence N 00° 01’ 18” W a distance of 256.00 feet parallel with the east boundary of the NE1/4 NE1/4 to a point on the north boundary of the NE1/4 NE1/4;

Thence S 89° 13’ 08” E a distance of 343.00 feet along the north boundary of the NE1/4 NE1/4 to the POINT OF BEGINNING.

This parcel contains 2.02 acres more or less.

SUBJECT TO: All existing rights of way and easements of record or implied appearing on the above-described parcel of land.
PROJECT LOCATION

622 N 44TH ST
NAMPA, ID
Annexation & Zoning to RMH

ANN-00133-2019
10/28/2019

Visit Planning & Zoning at cityofnampa.us for more info.
Public Hearing No. 3:  
Annexation and Zoning to RMH (Multiple-Family Residential) for Townhomes at 622 N. 44th Street (A 2.02-acre parcel located in the NE ¼ NE ¼ of Section 24, T3N, R2W, BM, Canyon County, Idaho) for Mason and Associates representing Sun Peak Development LLC (ANN 133-19). – ACTION ITEM

Chairman McGrath proceeded to public hearing.

Will Mason of Mason and Associates of 924 3rd St S, Nampa – representing the applicant:
• Mr Mason advised the application would be for annexation and RMH zoning for apartments on N 44th St where it ends at E Orchard Ave.
• Currently, stated Mr Mason, they were in the process of putting together an architectural plan for a townhouse project.
• If the applicants determined to plat the subject property, then a subdivision plat would come back to the Commission.

Planning Director Holm:
• Holm indicated the location of the subject property, on 2.02 acres.
• On the Comprehensive Plan, continued Holm, the subject property was located within the High-Density Residential designation.
• The property borders the RA zone where the Happy Valley Mobile Home Park was located to the north and west.
• Holm indicated the existing RMH zoning for the apartments to the northeast, bordering the subject property.
• Rural residential properties, continued Holm, were located to the south and east.
• Utilities do service the area, added Holm.
• No correspondence had been received from local property owners or residents, stated Holm.
• Holm reported he had received a call from the Manager of the adjacent mobile home park raising some concerns regarding the impact on traffic if the subject property were to be developed.
• Holm indicated the Memorandum from Caleb LaClair, Assistant City Engineer, dated November 6, 2019, with conditions of approval.
• Holm reviewed the Staff Report and recommended conditions of approval.
• Holm noted the subject property was contiguous to City limits and eligible for annexation. The Comprehensive Plan does designate the property for the type of use proposed.

Chairman McGrath proceeded to public testimony.

Kerry Elliott of 416 N 44th St, Nampa – in favor:
• Ms Elliott questioned if the road would be widened.
• Ms Elliott inquired about the oil that had previously been located on the property and wanted to make sure that would be cleaned up prior to development of the property.
• In response to a question from Kehoe, Ms Elliott stated the previous owner had poured oil from small drums into a large drum and there had been spills on the ground. Ms Elliott added the adjacent properties were on wells and there was concern regarding contamination.

John Elliott of 416 N 44th St, Nampa – in favor but did not wish to speak.
Matthew Elliott of 416 N 44th St, Nampa – in favor but did not wish to speak.
Philip Batton of 410 N 44th St, Nampa – in favor but did not wish to speak.

David Ferdinand of 2419 W Herron Lp – in favor:
• Mr Ferdinand stated he was the listing agent on the subject property and the entire property had been cleaned up.
• It was previously Del’s Towing property with automobile parts and tires on the lot.
• There was a 1,000-gallon oil tank where they placed used oil, and a 250-gallon tank. Those were both sold in the auction.
• According to Mr Ferdinand, he obtained a sign-off from DEQ for the subject property to make sure there was no oil seepage into the ground. The DEQ official had come out to the subject property on a regular basis, added Mr Ferdinand to make sure the oil was recycled and used properly.

Nampa Planning and Zoning Commission Meeting – November 12, 2019
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Page 12
The 1,000-gallon tank had been removed from the property by Gem State Oil and they signed off on the removal process, stated Mr. Ferdinand.

Other items were removed by a demolition company and taken for recycling.

Sherry Baker of 1746 N Jericho, Meridian – Undecided.

- Ms. Baker stated she was the office manager for the owners of Happy Valley Mobile Home Park.
- Although she did not have a problem with the development stated Ms. Baker, she did have concerns regarding the density of the proposed apartments/townhouses.
- According to Ms. Baker the mobile home park also plowed snow on N 44th St as well as the roads within the mobile home park.
- The primary concern, continued Ms. Baker, was the number of cars parked on the road, from the surrounding properties as well as the mobile home park.
- Ms. Baker inquired if there would be any improvements or sidewalks for N 44th St when the subject property developed, or other properties on N 44th St sell.
- The only way to access the proposed townhouses added Ms. Baker would be to go north on N 44th St from Airport Rd.
- Chairman McGrath inquired how much traffic was generated at the present time by the mobile home park and Ms. Baker replied there were probably 15 to 20 homes on the west side of N 44th St.
- Ms. Baker stated some of the homes only had one car and other homes had up to 4 cars.

City Engineer Badger:

- Badger advised N 44th St was a public road running north from Airport Rd to the southern edge of the northern section of Happy Valley mobile home park.
- Badger reiterated the subject parcel frontage was on a public right of way/ street.
- Kehoe inquired about future improvements to N 44th St and Badger replied the current right-of-way was consistent with the requirements when the mobile home park was constructed which at that time had been a little more than half of the roadway.
- The proposed development, continued Badger, would be required to complete their road frontage, and depending on the dwelling unit count would determine if a Traffic Impact Study would be necessary, which would then dictate whether more improvements were needed beyond the parcel frontage.

Kehoe motioned and Van Auker, Jr seconded to close public hearing. Motion carried.

Van Auker, Jr motioned, and Garner seconded to recommend to City Council Annexation and RMH zoning for townhomes on a 2.02-acre parcel at 622 N 44th Street for Mason and Associates representing Sun Peak Development, LLC, subject to:

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.
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, including public pressure irrigation main from N Happy Valley Road, 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.

Motion carried.

Meeting adjourned at 8:31p.m.

Norman L. Holm, Planning Director

Nampa Planning and Zoning Commission Meeting – November 12, 2019
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November 13, 2019

Sun Peak Development LLC
PO Box 603
Ashton, ID 83420

Subject: Annexation and Zoning to RMH (Multiple-Family Residential) for Townhomes at 622 N. 44th Street (A 2.02-acre parcel located in the NE ¼ NE ¼ of Section 24, T3N, R2W, BM, Canyon County, Idaho) for Mason and Associates representing Sun Peak Development LLC (ANN 133-19).

Dear Sun Peak Development LLC:

The following is the decision of the Nampa Planning and Zoning Commission on the above matter heard before them on November 12, 2019. This letter will stand as the Findings of Fact, Conclusions of Law and Decision required by Idaho Code Section 67-6535. The Planning and Zoning Commission found the following concerning your annexation and zoning request:

1) The requested annexation parcel connects with the city limits on its west (N. 44th St.) and north property lines. The parcel is not enclaved.
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 RMH zoning conforms with the city’s comprehensive plan future land use map for High 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 RMH for the purpose of constructing a Townhome Development.

Consequently, the Planning & Zoning Commission voted to recommend to the City Council approval of your Annexation and Zoning to RS6 subject to the following conditions:

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.
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, including public pressure irrigation main from N Happy Valley Road, 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.

Further consideration, public hearing and final action on the Annexation and Zoning to RS6 has
been scheduled before the City Council on December 16, 2019. You should be present at this
hearing to address any questions the City Council may have. Should you have any questions,
please feel free to contact me at 468-5446.

Sincerely,

Norman L. Holm, Planning Director
CITY OF NAMPA

cc: Bill Mason, Leavitt and Associates Inc.
    924 3rd St. So. Suite. B
    Nampa, ID 83651
DATE: November 6, 2019
TO: Planning and Zoning Department
FROM: Caleb LaClair, P.E., Nampa Assistant City Engineer
   Daniel Badger, P.E., Nampa City Engineer
CC: Tom Points, P.E., Nampa City Public Works Director
APPLICANT: Mason & Associates, Inc.
OWNER: Sun Peak Development, LLC
ADDRESS: 622 N 44th Street
RE: ANN-00133-2019 – Annexation and Zoning to RMH

The Engineering Division does not oppose this application with the following comments and conditions.

General Comments:

1. The property is located at 622 N 44th Street and will take access from the following road(s):
   - N 44th Street – classified as “Local Road”

2. N 44th Street already has 56-ft of public right-of-way dedicated, therefore, no additional right-of-way is necessary. Frontage improvements in accordance with City Code will be required at the time of development. N 44th Street north of the property is private through the existing mobile home complex.

3. The City's water, sewer, and pressure irrigation systems have adequate capacity to serve this property. The City maintains the following utilities in the vicinity of the project:
   - 8” sewer main along northerly property boundary;
   - 10” sewer main in N 44th Street;
   - 10” water main on west side of N 44th Street; and,
   - 12” pressure irrigation main in west side of N Happy Valley Road.

4. The pressure irrigation mains within the adjacent existing mobile home complex are private. The closest available public pressure irrigation main is located in Happy Valley Road and was constructed in 2017 with the Gateway South Apartments project. At time of development, the developer will need to extend a pressure irrigation main from Happy Valley Road through the property and along the frontage of N 44th Street.
Conditions:

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.

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, including public pressure irrigation main from N Happy Valley Road, 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.
Building Department has no conditions at this time.

Good Afternoon Everyone! 😊

Re: Annexation at 622 N. 44th Street - ANN-00133-2019

Mason and Associates representing Sun Peak Development LLC have requested Annexation and Zoning to RMH (Multiple-Family Residential) at 622 N. 44th Street (A 2.02-acre parcel located in the NE ¼ NE ¼ of Section 24, T3N, R2W, BM, Canyon County, Idaho).

The Annexation application will go before the Planning & Zoning Commission as a public hearing item on the November 12, 2019 agenda.

Please find attached the ANN-00133-2019 file for your review and send all comments prior to November 01, 2019.

Thank you & Have a great day!
Shellie Lopez

From: Shellie Lopez  
Sent: Tuesday, October 29, 2019 10:51 AM  
To: Juan Vergara  
Subject: P&Z Inspection

CC19-001682  
622 N. 44th ST.  
R: 3171400000

NO Code Violations Visible at this time.

JUAN VERGARA SR, Officer II  
Code Compliance & Community Relations.  
O: 208.468.5473, C: 208.284.8811  
2112 W. Flamingo Rd., Nampa, ID 83651  
City of Nampa – Like us on Facebook

Notice: All communication transmitted within the City of Nampa Email system may be a public record and may be subject to disclosure under the Idaho Public Records Act (Idaho Code 74-101 et seq.) and as such may be copied and reproduced by members of the public. In addition, archives of all City emails are generally kept for a period of two years and are also subject to monitoring and review.
Hi Shellie,

Nampa Highway District #1 has no comment.

Thank you,

Eddy

Eddy Thiel
ROW
eddy@nampahighway1.com
4507 Highway 45. • Nampa, id 83686
TEL 208.467.6576 • FAX 208.467.9916

Good Afternoon Everyone!

Re: Annexation at 622 N. 44th Street - ANN-00133-2019

Mason and Associates representing Sun Peak Development LLC have requested Annexation and Zoning to RMH (Multiple-Family Residential) at 622 N. 44th Street (A 2.02-acre parcel located in the NE ¼ NE ¼ of Section 24, T3N, R2W, BM, Canyon County, Idaho).

The Annexation application will go before the Planning & Zoning Commission as a public hearing item on the November 12, 2019 agenda.

Please find attached the ANN-00133-2019 file for your review and send all comments prior to November 01, 2019.

Thank you & Have a great day!
Good afternoon,

ITD has received application ANN-00133-2019 for review. ITD does not anticipate any significant traffic impact to the State Highway system from this development and has no objections to the proposed development.

Thank you,

Sarah Arjona
Development Services Coordinator
ITD District 3
(208) 334-8338

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Good Afternoon Everyone! 😊

Re: Annexation at 622 N. 44th Street - ANN-00133-2019

Mason and Associates representing Sun Peak Development LLC have requested Annexation and Zoning to RMH (Multiple-Family Residential) at 622 N. 44th Street (A 2.02-acre parcel located in the NE ¼ NE ¼ of Section 24, T3N, R2W, BM, Canyon County, Idaho).

The Annexation application will go before the Planning & Zoning Commission as a public hearing item on the November 12, 2019 agenda.

Please find attached the ANN-00133-2019 file for your review and send all comments prior to November 01, 2019.

Thank you & Have a great day!

Page 22
ORDINANCE NO. _________

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO TO PROVIDE RP (RESIDENTIAL PROFESSIONAL) ZONE DESIGNATION FOR CERTAIN LANDS, COMMONLY KNOWN AS 1324 11TH AVENUE SOUTH, NAMPA, CANYON COUNTY, IDAHO, COMPRISING APPROXIMATELY 0.24 ACRES, MORE OR LESS; DETERMINING THAT SAID ZONING IS IN THE BEST INTEREST OF THE CITIZENS AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF NAMPA, IDAHO; REZONING SAID PROPERTY FROM RS 6 (SINGLE FAMILY RESIDENTIAL – WITH A "REQUIRED PROPERTY AREA" OF AT LEAST 6,000 SQUARE FEET) TO RP (RESIDENTIAL PROFESSIONAL); PROVIDING FOR RECORDATION; INSTRUCTING THE CITY ENGINEER TO DESIGNATE SAID PROPERTY AS RP (RESIDENTIAL PROFESSIONAL) ON THE OFFICIAL ZONING MAP AND OTHER AREA MAPS OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND REPEALING ALL ORDINANCES, RULES AND REGULATIONS, AND PARTS THEREOF, IN CONFLICT HEREWITH.

BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, STATE OF IDAHO;

SECTION 1. Whereas, it has been determined by the Nampa City Council, upon the recommendation of the Nampa Planning & Zoning Commission and the public notice and hearing processes required by Idaho Code chapter 65, Title 67, that a rezone request applied for by Dena M. Baker (ZMA 112-19) to rezone the hereinafter described real property from RS 6 (Single Family Residential – With a "Required Property Area" of at Least 6,000 Square Feet) to RP (Residential Professional) should be approved.

SECTION 2. It is hereby determined to be in the best interests of the public, and consistent with the Nampa Comprehensive Plan, that the following described property in the City of Nampa, Canyon County, Idaho, commonly known as 1324 11th Avenue South, comprising approximately 0.24 acres, more or less, be, and hereby is, rezoned from RS 6 (Single Family Residential – With a "Required Property Area" of at Least 6,000 Square Feet) to RP (Residential Professional), to-wit:

See Exhibit “A,” attached hereto and made a part hereof by this reference.

SECTION 3. That the recordation of this ordinance shall be deemed for all intents and purposes as an amendment to the zoning ordinance and zoning map of the City of Nampa. The City Engineer is instructed to designate said property as RP (Residential Professional) on the Official Zoning Map and other area maps of the City of Nampa.
SECTION 4. This ordinance shall be in full force and effect from and after its passage, approval, publication and recordation according to law.

SECTION 5. All ordinances, rules and regulations, and parts thereof, in conflict herewith are repealed.


Approved:

By ____________________________
Mayor

Attest:

By ____________________________
City Clerk
EXHIBIT “A”

Legal Description for Rezone from RS-6 to RP

1324 11th Avenue South

That part of the Southeast Quarter of the Northeast Quarter of Section 28,
Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho
and being all of Lot 12, and the Southwest Half of Lot 10, Block 65, Waterhouse
Addition to Nampa, according to the plat thereof, filed in Book 1 of Plats at
Page 15, Records of Canyon County, Idaho.
1324 11th Ave S

Zoning Map Amendment from Single Family Residential to Residential Professional for Dena and Jason Baker for a Legal Office

ZMA-00112-2019

10/1/2019

For illustrative purposes only
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”), is made and entered into this ___ day of _____________, 2019 (the “Effective Date”), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the “City,” and Dena and Russel Baker.

RECITALS

A. The Owner/Developer are the owner of approximately .24 acres, or 10,500 sq. ft. of real property legally described in Exhibit “A” attached hereto and made a part hereof (the “Property”).

B. The Owner/Developer applied to City on September 16, 2019 (the “date of application”) for Development Agreement Rezone from to RS6 (Single Family Residential – 6,000 sq. ft.) to RP (Residential Professional) for operation of a Legal Practice out of a Single Family Dwelling at 1324 11th Avenue South (the “Project”).

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

D. City’s Planning and Zoning Commission and City’s City Council have held public hearings as prescribed by law with respect to a Development Agreement Rezone from to RS6 (Single Family Residential – 6,000 sq. ft.) to RP (Residential Professional) for operation of a Legal Practice out of a Single Family Dwelling at 1324 11th Avenue South subject to the terms and commitments contained in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated below, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the parties’ commitments applicable to the Property as set forth herein, or the zoning designation approved hereby as the Property has been deemed suitable for the uses allowed within said zoning designation.

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

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

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

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

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

7. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete application for a building permit is file. Reasonable development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this agreement or the annexation pursuant thereto.

8. It is intended by the parties that this Agreement shall be recorded on the Effective Date or as soon as practicable thereafter. The parties further intend that the provisions of this Agreement shall run with the Property and shall be binding upon City, the Owner/Developer, each
subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

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

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

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

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

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

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

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

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

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

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

CITY OF NAMPA

______________________________
Debbie Kling, Mayor

______________________________
Attest: Debbie Rosin, City Clerk
STATE OF IDAHO )
) ss.
County of Canyon )

On this ___ day of __________________, in the year of 2019 before me ____________________________, personally appeared Debbie Kling, known or identified to me, to be the Mayor of the City of Nampa, whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same, and was so authorized to do so for and on behalf of said City of Nampa.

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

________________________________________
SEAL
Notary Public for State of Idaho
Residing at _______________________________
Commission Expires: ______________________
OWNER/DEVELOPER

Dena Baker

Russel Baker

STATE OF IDAHO

) ss.

County of Canyon

On this 25th day of November, in the year of 2019 before me, Matthew C. Williams, personally appeared Dena and Russel Baker, known or identified to me, to be the owners of the property referenced herein and the persons who executed the foregoing instrument.

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

Matthew C. Williams
Notary Public for State of Idaho
Residing at Nampa, ID
Commission Expires: 3-31-2022
EXHIBIT “A”

Legal Description for Rezone from RS-6 to RP

1324 11th Avenue South

That part of the Southeast Quarter of the Northeast Quarter of Section 28,

Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho

and being all of Lot 12, and the Southwest Half of Lot 10, Block 65, Waterhouse

Addition to Nampa, according to the plat thereof, filed in Book 1 of Plats at

Page 15, Records of Canyon County, Idaho.
EXHIBIT “B”

CONDITIONS OF APPROVAL

1) The building shall only be utilized for a Legal Office in association with a Single-Family Dwelling. No other Permitted or Conditional Uses otherwise allowed in the RP (Residential Professional) zoning district shall be allowed.

2) Required off-street parking shall be restricted to the rear or side yard as needed to meet ADA parking requirements.

3) The Building Department requires permits and will require that the house be converted from residential to commercial for the office with all ADA requirements (ramp, doorways, restrooms, parking, accessible route, etc.).

4) Should the current or a future owner desire to convert the use back to solely single-family residential use a new certificate of occupancy shall be required from the Building Department.