

**City of Nampa
Regular Council Meeting
January 19, 2016**

**REGULAR COUNCIL WILL START AT 6:30 P.M.
PUBLIC HEARINGS START AT 7:30 P.M.**

Call to Order and Pledge to Flag

Invocation – Father Caleb Vogel, St. Paul’s Catholic Church

Roll Call

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.

Proposed Amendments to Agenda

Any Items Added Less Than 48 Hours Prior to the Meeting are Added by Council Motion at This Time

Consent Agenda

- 1) Minutes of the Regular Council Meeting of January 4, 2016; Airport Commission Meeting of December 14, 2015; the Nampa Bicycle and Pedestrian Advisory Committee Meeting of November 12, 2015; the Board of Appraisers Minutes; the Planning & Zoning Commission Meeting; the Library Board Meeting; IT Steering Committee Meeting
- 2) Bills
- 3) The City Council Dispenses With the Three (3) Reading Rule of Idaho Code § 50-902 for all Ordinances
- 4) Final Plat Approvals
 - a) Hayspur Subdivision at the SW Corner of the Intersection of S Horton Avenue and W Kansas Avenue for Wendy Shrief, Representing Cross Hairs, LLC
 - b) Preliminary and Final Plan Approval for Karcher Middleton Commercial Subdivision in a BC Zoning District at the Corner of W Karcher Road and N Middleton Road for Karcher Clinic, LLC
- 5) Authorize Public Hearings
 - a) Annexation & Zoning to RS-7 for 8142 W Ustick Road, 17535 Star Road, 17545 Star Road and Three Parcels Addressed at “0” Star Road ; and Preliminary Plat Approval for Silver Star Subdivision, East of Star Road and South of Ustick Road for Engineering Solutions, LLP, Representing Star Development, Inc
 - b) Modification of Annexation/Zoning Development Agreement Between Don Brandt, Brandt Properties, LLC and the City of Nampa at the Southeast Corner of East Cherry Lane and N Franklin Road for Taunton Group Representing Franklin Village Development
 - c) Annexation and Zoning to RS-6 for 2214 Sunny Ridge Road for Charles Collier
 - d) Annexation and Zoning to IL for 4305 Airport Road and 4321 Airport Road for Lanco, Inc Representing Mission Aviation Fellowship
- 6) Authorize to Proceed With Bidding Process
 - a) FY16 Zone A Residential Chip/Crack Seal Maintenance
 - b) Madison South of I-84 Domestic Pipeline Project
- 7) Monthly Cash Reports
- 8) Licenses for 2015-2016 (All Licenses Subject to Police Approval): New Taxi License for Don Ulmer/Bar Cab
- 9) Approval of Agenda

Communications

Staff Communications

Outstanding Volunteer Award – Robin Collins
Crisis Negotiations Vehicle Report – Chief Joe Huff
Northeast Nampa Specific Area Plan Update – Karla Nelson
Staff Report – Michael Fuss

Unfinished Business

- 1) Adopt and Authorize Mayor to Sign Resolution Implementing Increase in Domestic and Irrigation Water Utility Rates and Fees, effective March 1, 2016

New Business

- 1) Authorize Mayor to Sign the Settlement Agreement with Boise State University Regarding the “Sports Center” Located at the Ford Idaho Center
- 2) Appointment of Randy Haverfield to the Planning & Zoning Commission and the Airport Commission
- 3) Appointment of Bruce Skaug to the Golf Commission
- 4) Appointment of Darl Bruner to the Ford Idaho Center Advisory Board
- 5) Appointment of Pam White to the Impact Fee Advisory Board
- 6) Appointment of Paul Raymond to the Library Board and to COMPASS
- 7) Appointment of Sandi Levi to the Arts Commission, Historic Preservation Commission
- 8) Resolution Appointing Sandi Levi to the Valley Regional Transit Board
- 9) Request for Funds for Disposal of Items in the Gym
- 10) Resolution for Disposal of Items in the Gym
- 11) Re-Appointment of Bruce Wiley and Eualeen Beukelman to the Bicycle and Pedestrian Committee
- 12) Re-Appointment of Mark Miller to the Airport Commission
- 13) Authorize Mayor and/or IT Director to Sign Contract with Integra Telecom for Digital and Analog Telecommunication Services
- 14) Authorize Mayor and Public Works Director to Sign Task Order for Kings Road PRV Project
- 15) Authorize Mayor to Sign Local Professional Services Agreement for Northside Boulevard and Kings Road Signals Upgrade
- 16) Ordinance for PI Annexation from Nampa Meridian Irrigation District
- 17) Approval of Summary of Publication for Preceding Ordinance
- 18) Ordinance for PI Annexation from Pioneer Irrigation District
- 19) Approval of Summary of Publication for Preceding Ordinance
- 20) Authorize Engineering to Submit Local Federal-Aid Incentive Program: Bridge 2016 Application
- 21) Authorize Engineering to Submit Local Highway Safety Improvement Program (LHSIP) Grant Application for Smith Ave. and Middleton Rd. Intersection Improvements Project
- 22) Authorize Engineering to Submit Transportation Alternative Program (TAP) Application for the Indian Creek Pathway Extension Project
- 23) Authorize Mayor to sign contract awarding bid of the Culvert Repairs – Wilson Drain at Midway and Mason Creek at 12th Ave. No. Project to Knife River Corporation
- 24) Authorize Mayor to Sign, (1) Agreement to Waive First Right of Refusal and Terminate Lease with Larry Harpe, (2) Land Lease Agreement with Brian Hill, and (3) Memorandum of Lease for Recording Agreement with Brian Hill, as it Relates to Lot 2262 at Nampa Municipal Airport
- 25) Authorize Grant Submission and Match to the Idaho Department Of Parks And Recreation Recreational Trails Program for the Grimes Creek Pathway Construction Project
- 26) Adopt and Authorize Mayor to Sign Resolution Implementing Increase in Wastewater Hookup Fees, Effective October 1, 2016
- 27) Adopt and Authorize Mayor to Sign Resolution Implementing Increase in Domestic Water Hookup Fees, effective October 1, 2016
- 28) Adopt and Authorize Mayor to Sign Resolution Implementing Increase in Domestic Water Hookup Fees, Effective October 1, 2017
- 29) Adopt and Authorize Mayor to Sign Resolution Implementing Increase in Irrigation Water Hookup Fees, effective October 1, 2016

Public Hearings

- 1) Reconsideration of City Council Denial of Rezone from RS 12 to RD Located at 1012 E Greenhurst Road for Jennifer Temple

- 2) Variance to Zoning Ordinance Section 10-1-8-D, Which Limits a Residential Side and Rear Fence to Six Feet in Height. Applicants are Requesting the Variance in Order to Allow an 8 ½ Foot Rear Fence for Property Located at 2709 Bannock Avenue for Michael and Diane Feyereisen
- 3) Vacation of Southerly 7' of the 12' Public Utilities and Irrigation Easement Located at 13772 South Morningside for Lowell Rowley Representing Value Homes of Idaho, LLC
- 4) Recreational Trails Program Grant Application for the Grimes Creek Pathway Construction Project
- 5) **CONTINUED** Increase in Domestic and Irrigation Water Utility Hook-Ups

Adjourn

Next Meeting

◆ **Regular Council at 6:30 p.m. – Monday, February 1, 2016 City Council Chambers**

Individuals, who require language interpretation or special assistance to accommodate physical, vision, hearing impairments, please contact the Planning Department at Nampa City Hall, (208) 468-5484.

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.

REGULAR COUNCIL

January 4, 2016

Mayor Henry called the meeting to order at 6:30 p.m.

Clerk made note that Councilmembers Raymond, Kren, Bills, Haverfield and Skaug were present. Councilmember White was absent.

Mayor Henry amended the agenda by moving the unfinished item - First Reading of Ordinance Annexing and Zoning to RS6 for 74 South Lancaster Drive for Lucrecia M Prado right after the consent agenda.

MOVED by Haverfield and **SECONDED** by Skaug to **approve the Consent Agenda with the above mentioned amendments; Council Minutes of December 21, 2015; and Bicycle and Pedestrian Advisory Committee Minutes; Board of Appraisers Minutes; and Airport Commission Minutes; Planning & Zoning Commission Minutes; Library Commission Minutes; IT Steering Committee Minutes; department reports, bills paid; The City Council dispenses with the three (3) reading rule of Idaho Code § 50-902 for all ordinances; final and preliminary plat approvals: 1) None; Authorization to Proceed with the Bidding Process: 1) 11th Avenue North Rebuild (Birch to Cherry) Project; 2) Pump Maintenance Projects (FY16); 3) Fitness Equipment at the Nampa Recreation Center; and authorize the following public hearings: 1) None; and 2015-2016 Licenses: (all licenses subject to police approval): Transfer of Beer & Wine License & Addition of Liquor for Frank's Restaurant LLC dba Wing Nutz, 1228 N Galleria; and Monthly Cash Reports; approval of the agenda.** The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

The following Ordinance was read by title:

AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS 74 S. LANCASTER DRIVE, NAMPA, IDAHO, COMPRISING APPROXIMATELY .281 ACRES, MORE OR LESS, LAY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, IDAHO, AS PART OF THE RS 6 (SINGLE FAMILY RESIDENTIAL – WITH A “REQUIRED PROPERTY AREA” OF AT LEAST 6,000 SQUARE FEET) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW 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; 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 Lucrecia M Prado)

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The Mayor declared this the first reading.

The Mayor presented a request to pass under suspension of rules.

MOVED by Kren and **SECONDED** by Bills to **pass** the preceding ordinance under suspension of rules. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the ordinance duly passed and numbered it **4220** and directed the clerk to record it as required.

Mayor Henry thanked Councilmember Kren and Councilmember Bills for their work on the Council.

Councilmember Bills thanked the Mayor for the appointment as councilmember and to the council for the confirmation. He congratulated Darl Bruner and Sandi Levi for being members of the council and because he has been on both sides of the table. He thanked Stephen Kren for his 20 years of service.

Councilmember Kren said that the last 20 years had flown by being on the city council. Since the years that he had been on the city council, he was grateful for the friends and acquaintances that he had made. He said he was very fortunate that he got to know so many fine people. He said, "we have such a great community and dedicated leaders that are willing to keep this community a great community."

He said it had been a pleasure working with the Mayor. He enjoyed their friendship and wanted to thank him for that. He thanked the councilmembers and wished them the best in the coming years.

Mayor Henry presented a request to adjourn sine die.

MOVED by Haverfield and **SECONDED** by Kren to adjourn **sine die**. The Mayor asked all in favor say aye with all councilmembers voting **AYE**. The Mayor declared the

MOTION CARRIED

The City Clerk Debbie Bishop administered the oath of office to Councilmembers Darl Bruner, Sandi Levi and Bruce Skaug.

The roll of the new council was taken with Councilmembers Skaug, Haverfield, Levi, Bruner, and Raymond present. Councilmember White was absent.

Mayor Henry presented a request for **nominations for council president**.

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MOVED by Haverfield and **SECONDED** by Raymond to **nominate** Councilmember **Skaug** as the **Council President**. The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **appoint Joe Huff** as the new **Nampa Police Chief**.

MOVED by Skaug and **SECONDED** by Raymond to **affirm** the **appointment** of **Joe Huff** as the Police Chief. The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry administered the Police Chief's Oath of Office to newly appointed Police Chief Joe Huff.

Mayor Henry **recommended** the **re-appointment** of the following **Department Heads**: Fire Chief – Karl Malott; Finance Director – Vikki Chandler; Public Works Director – Michael Fuss; City Clerk – Deborah Bishop and City Treasurer – Deborah Spille and not required in the City Code, the following were appointed: Parks and Recreation Director - Darrin Johnson, Human Resource Director - Tina Combs, Building Safety Director - Patrick Sullivan, Planning & Zoning Director - Norm Holm, Information Technologies Director - Dennis Elledge and Economic Development Director - Beth Ineck.

MOVED by Haverfield and **SECONDED** by Raymond to **confirm** the **preceding re-appointments** of the existing **department heads**. The Mayor asked for a roll call vote with all councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry recommended the **re-appointment** of **Civil Attorney** with the firm of *Hamilton, Michaelson & Hilty, LLP*.

MOVED by Haverfield and **SECONDED** by Levi to **confirm** the **preceding re-appointment** of the **City Attorney** of *Hamilton, Michaelson & Hilty, LLP*. The Mayor asked for a roll call vote with all councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

Finance Director Vikki Chandler presented a staff report regarding a Finance Workshop. During the past year, a finance committee of three council members met with her a few times to discuss various issues prior to bringing them to council. Eventually that caused a question about open

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meeting requirements and some discomfort among other council members. She proposed that she meet with the entire council as needed to discuss policy and reporting at regular council meetings. If a longer time is needed then they should hold a workshop.

She wanted council to identify time during the first or second week of February when a Finance Workshop could be held to consider the following agenda:

- I. Finance Policies and Cash Position
- II. Draft of FY 2015 Financial Report
- III. 1st Quarter FY 2016 Financial Report
- IV. LID Management and Financial Position

Councilmembers asked Vikki Chandler if she would get some dates that they could look at by Friday.

Public Works Director Michael Fuss presented a staff report to update the council on current projects as follows:

Environmental Compliance Division Superintendent – Very sad news was received from the family of Cheryl Jenkins, the City’s Environmental Compliance Division Superintendent. Cheryl passed away on Thursday, December 24, following an extended illness. She will not only be missed by her family, but by all City employees who had the privilege to work with her.

Update to Public Works Department Staffing - Initial interviews for the City Engineer position have been completed. Subsequent evaluations are ongoing and second interviews are being scheduled.

Budget Analyst Cody Puckett, Public Works Administration, submitted his resignation. His last day of employment is December 31. Cody’s professionalism and performance has been outstanding and the bar has been raised. A Senior Budget Analyst position will be posted. City staff have enjoyed working with Cody and wish him the very best in his new endeavor.

The Environmental Compliance Superintendent position will be posted.

Public Involvement Summary for Domestic and Irrigation Water Rates Increase – A public involvement summary report has been prepared (see Attachment 1) regarding recommended domestic and irrigation water rates increase. The summary captures activities by City staff and consultants, and comments received from key stakeholders and community members. Highlights from this report will be presented at the public hearing, scheduled for the same day as this report, before Nampa City Council at 7:30 p.m.

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Street Division Snow Removal Update - Street Division staff continues their effort in maintaining City streets. Crews have been plowing, applying sand, and Magnesium Chloride (MgCl₂) when temperatures allow. If temperatures are below .25°F the MgCl₂ will refreeze and cause more issues. The following highlights man hours and material used through December 25, 2015:

Snow/Water Event No. 1

Report for November 23-30, 2015

Task and/or Material	Hours	Gallons	Yards
Overtime	31.45		
Regular Hours	16.00		
Total Hours	47.45		
Water Issues		10,000	
MgCl ₂		575	
Sand			8.5

Snow/Water Event No. 2

Report for December 17-18, 2015

Task and/or Material	Hours	Gallons	Yards
Overtime	67.0		
Regular Hours	72.0		
Total Hours	139.0		
Water Issues		8,000	
MgCl ₂		8,190	
Sand			195.0

Snow/Water Event No. 3

Report for December 23-25, 2015

Task and/or Material	Hours	Gallons	Yards
Overtime	50.0		
Regular Hours	13.0		
Total Hours	63.0		
Water Issues		0	
MgCl ₂		9,450	
Sand			149.0

Fiscal Year 2016 TOTALS

November 23, 2015 – December 25, 2015

Task and/or Material	Hours	Gallons	Yards
Overtime	148.45		

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Regular Hours	101.00		
Total Hours	249.45		
Water Issues		18,000	
MgC12		18,215	
Sand			352.50

Mayor Henry presented a request to **authorize the Mayor and Public Works Director to sign a task order and contract with Parametrix for 39th Avenue & Garrity Boulevard Intersection Project.**

Michael Fuss presented a staff report explaining that the 2010 Airport-Overland Corridor Study identified the intersection of 39th Street and Garrity Boulevard as the western terminus of the future connection linking Airport Road with Overland Road in Ada County. Further, it specifically recommended signaling the 39th/Garrity intersection.

Strategic planning efforts between the City, Idaho Transportation Department (ITD) and Saint Alphonsus identified 39th Street as a critical supplemental access to Garrity Boulevard from the planned hospital campus expansion (see Vicinity Map - Exhibit A).

In addition, the Nampa Citywide Transportation Plan indicates the intersection warrants capacity improvements based on projected traffic volumes and recommends signalization (Table 24: Intersection Capacity Rankings, Short Term; 2010 - 2019).

The Final Draft Nampa Impact Fee Study and Capital Improvement Plan identifies Garrity and 39th as one of thirteen priority intersections recommended for Impact Fee funding.

Total project FY16 budget is \$1.1 Million of which \$600,000 is from Impact Fees, and \$500,000 is from Streets.

The City’s Development Agreement with Saint Alphonsus commits the City to having intersection signalization complete at approximately the same time as the new hospital opens – targeted for summer, 2017.

Engineering in partnership with ITD interviewed three consultants for professional services and selected Parametrix based on their traffic engineering experience, public involvement expertise, and knowledge of City standards and processes. Parametrix is currently designing the Orchard Avenue and Middleton Road Signal Project for the Nampa Highway District #1 (in partnership with the City) and successfully designed the 12th Avenue and South Valley Signal Upgrade.

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Parametrix submitted a Scope of Work to provide design, bid support and engineer of record services (see Exhibit B) in the amount of \$162,994.76 which is 17% of the construction estimate.

Engineering has reviewed the Scope of Work and recommends approval.
Design will start immediately and construction is anticipated in mid-FY17.

MOVED by Skaug and **SECONDED** by Haverfield to **authorize the Mayor and Public Works Director to sign a task order and contract with Parametrix for 39th Avenue & Garrity Boulevard Intersection Project** in the amount of \$162,994.76 time and materials not to exceed. The Mayor asked roll call vote with all councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **approve the final report and financial summary and authorize public hearing request** for Utility Local Improvement District (LID) 159.

Michael Fuss presented a staff report explaining that this LID was voluntary and implemented upon homeowner's request to provide a mechanism to assist individuals pay their pressurized irrigation, domestic water, and or sewer hookup fees through a property assessment with a long-term payment plan and relatively low interest rates.

Action to date consists of:

- Council adopted Resolution No. 28-2014 declaring their intention to create an LID on August 4, 2014.
- A public hearing concerning creation was held on September 2, 2014. LID 159 and, with no protest, Ordinance 4140 was passed, under suspension of rules September 2, 2014.

Throughout the course of 2015 as property owners requested connection to city services they were given the opportunity to pay in advance or pay the hook-up(s) via the LID.

The Water Division made utility connections for pressure irrigation and domestic water for homeowners requesting services

Homeowners who requested hookup to sewer services hired licensed plumbers to connect to City sewer

All assessments were for voluntary, standard utility extensions and connection fees in the amount of \$34,046.85 (see Exhibit A).

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Prior to the public hearing the Notice of Public Hearing will be mailed to property owners inviting all interested persons to attend the hearing and/or submit written comments prior to the hearing. The Engineering Division recommends approval of the report and summary

MOVED by Haverfield and **SECONDED** by Raymond to **approve the final report and financial summary and authorize public hearing request** for Utility Local Improvement District (LID) 159 on February 16, 2016. The Mayor asked all in favor say aye with all Councilmembers voting **AYE**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **award bid and authorize the Mayor to sign a contract** for secondary digester No. 1 joint repair.

Michael Fuss presented a staff report explaining that on November 2, 2015, the wastewater treatment plant (WWTP) staff discovered a leak between the floor and wall in the Secondary Digester No.1.

Secondary Digester No. 1 has been in service at the Nampa WWTP since 1948 and is utilized to store both sludge and biogas. Due to its age and the nature of its construction, repair approaches are limited for this facility.

WWTP staff and the City's consultant, Brown and Caldwell, identified a short-term solution to repair the seal between the floor slab and the wall. Long-term options are also being evaluated and may require adding work in the Phase 1 Upgrades project.

Public Works informed City Council on November 16 of the leak and the intent to solicit quotes from contractors. The initial estimate for the repair was \$25,000.00. After further investigation the scope of the work increased, from a spot repair, to include the entire perimeter of the digester.

"Request for Quotation" was sent to three contractors; one contractor responded.

The apparent low bidder is RSCI, with a quote in the amount of \$69,344.00 (see Exhibit A).

Project costs will be paid with Wastewater Division's 2016 fiscal year budget.

The contractor will be required to provide necessary insurance certificates and other documents as required. Once necessary information is submitted, the agreement can be executed and the Notice to Proceed can be issued.

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Staff, and Brown and Caldwell have reviewed the bid and recommend award to RSCI.

MOVED by Haverfield and **SECONDED** by Raymond to **award bid** and **authorize the Mayor to sign a contract** with RSCI for secondary digester No. 1 joint repair in the amount of **\$69,344.00**. The Mayor asked for a roll call vote with all councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to the Nampa City Council to **accept the bid** from **Hawkeye Builders** for the amount of **\$181,989.10** to construct **Phase 1 of the Edwards Pathway**.

Parks and Recreation Director Darrin Johnson presented a staff report explaining the Nampa City Council gave direction and approved funding to complete a section of pedestrian pathway. Funding for the pathway project comes from impact fees.

Staff selected a project located between Midland Blvd. and Middleton Road that will eventually connect to South Fork Park. This section of pathway will also have the possibility to connect to the Wilson Creek Pathway.

Phase I of the project is about .85 of a mile. The Phase I add alternate and Phase 2 will be completed as easements are secured and funding is available.

Ten different companies submitted bids. Attached is a bid tally sheet showing bid amounts from each company. Nampa Parks and Recreation requested Nampa City Council accept the lowest bid for Phase I from Hawkeye Builders for the amount not to exceed \$181,989.10.

MOVED by Haverfield and **SECONDED** by Levi to **accept the bid** from **Hawkeye Builders** for the amount of **\$181,989.10** to construct **Phase 1 of the Edwards Pathway**. The Mayor asked for a roll call vote with all councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

MOVED by Haverfield and **SECONDED** by Raymond to **adjourn** into **Executive Session** at 7:17 m. pursuant **Idaho Code 74-206 (1) (f)** to Communicate with Legal Counsel for the Public Agency to Discuss the Legal Ramifications of and Legal Options for Pending Litigation, or Controversies not yet Being Litigated, but Imminently Likely to be Litigated. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

MOVED by Haverfield and **SECONDED** by Bruner to **conclude the Executive Session** at 7:29 p.m. during which discussion was held regarding Communicating with Legal Counsel for the

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Public Agency to Discuss the Legal Ramifications of and Legal Options for Pending Litigation, or Controversies not yet Being Litigated, but Imminently Likely to be Litigated pursuant **Idaho Code 74-206 (1) (f)**. The Mayor asked all in favor to say aye with all councilmembers saying **AYE**. The Mayor declared the

MOTION CARRIED

The public hearing to **increase domestic and irrigation water utility** rates for needed operations, maintenance, and systematic replacement of water and irrigation supply and infrastructure to provide continuous and reliable utility services.

Michael Fuss presented the following staff report: The team consisted of Michael Fuss, Public Works Director; David Peterson, Rate request project manager; John Ghilarducci, FCS Group – cost of service; Keith Begay, Water Superintendent – Operations; Deborah Spille, Treasurer – Utility Billing; Daniel Badger, Water Modeling and Development; Karla Nelson, Public Involvement; Cody Puckett, Budget Analyst; Keller & Associates, Water and Irrigation Master Plan; SPF Engineers, Water Rights and Pump Maintenance; MSA, Automated Meter Program.

“The City of Nampa staff and leadership shall serve citizens by being open and transparent.”

- ◆ Nampa Public Works and the project team have been open and transparent
 - Reached out to all customers
 - Rate increase web page
 - Notified all customers through their utility bills
 - Direct mailing to top nonresidential customers
 - Presented information in open public meeting
 - City Council public presentation
 - Two community open houses
 - Met directly with stakeholders
 - Engineering Policy Advisory Group
 - Snake River Building Contractors Board

“Nampa Shall Seek to Facilitate Economic Opportunity by

- ◆ Encouraging free market principals”
 - Improved water system enables commercial and industrial growth
 - Readily available water and irrigation enables residential growth
 - Contract construction
 - Inclining block rates
 - Encourages conservation (cost savings)
 - Customers can affect their bill

“Supporting the Community by

- ◆ Providing incentive for economic development”

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- Water master plan fire system improvements
 - Pipeline increased sizing and looping
 - Storage improvements
- Focus of asset management in industrial areas
- Properly set rates
 - Enable good policies
 - Downward pressure on property taxes

“Investing in the City’s Infrastructure.”

- ♦ Rates will fund
 - Master planned improvements
 - Begin to create a systematic pipeline replacement program
 - 900 miles of water and irrigation pipe
 - 121 miles will be at the end of useful life by 2040
 - Continue existing asset management activities
 - Irrigation water supply to return to expected level of service (April 15 to October 15)
 - Irrigation water quality improvements

“Investing in Operating Efficiencies”

- ♦ Automated Meter Replacement Program
- ♦ Asset Management Program
 - Addressing assets systematically throughout the City
 - Valve and Hydrant Program
 - Pump Maintenance Program
 - Investing systematically is significantly (15x) lower cost than fixing it when it breaks

Minimized Customer Impact

Spread Master Planned Improvements

- ♦ 14 years
- ♦ Two asset management cycles

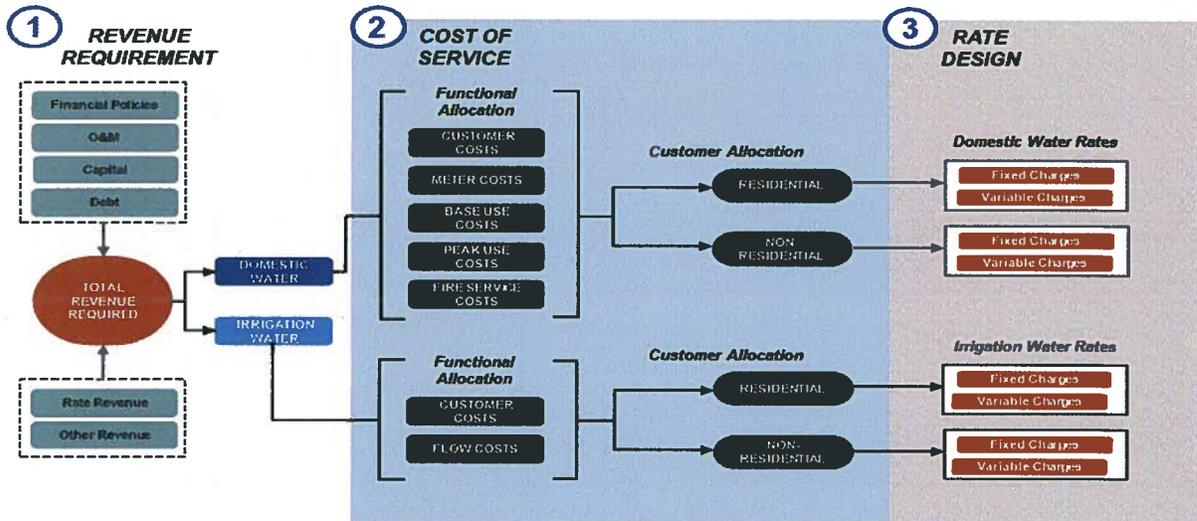
Systematic Replacement

- ♦ 15 year meter replacement cycle
- ♦ Asset Management (7 year cycle)
 - Valves and hydrants
 - Pump maintenance
 - Proposed pipeline replacement program

John Ghilarducci presented the water rate study.

Background: What should rates do? Generate sufficient revenues to sustain the utility system, charge for services provided, recover costs equitably to promote efficient use, achieve city objectives revenue stability and affordable.

Rate Study Process

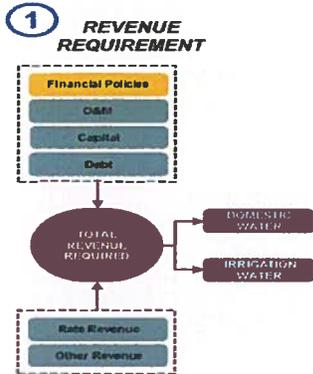


“We looked at the required revenue, cost of providing the consumer the service and evaluated whether the current rate structure is equitable.”

Then, “Our revenue requirement must be enough to continue to fund reserves and fund infrastructure replacement.” “We also incorporated assumptions for growth in construction cost, salary and benefits of our employees.” (Skip slides 6,7,8 Hidden)

Note: emphasize the COSA drives the rate design e.g. res cost is separate and distinct from non-res prior to rate design.

Revenue Requirement Analysis
Financial Policies



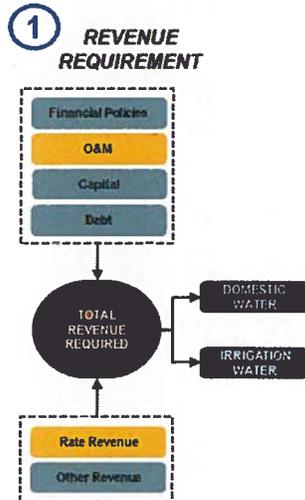
- Intended to protect the utility from unforeseen financial impacts
 - Low sales year(s)
 - Economic cycles
 - Regulatory changes
 - Changes in contract costs (e.g. plant operations)

This analysis assumes the following reserve structure:

Reserve	Purpose	Minimum Balance
Operating Reserve	Accommodate difference in revenue / expense cycles	90 days O&M expenses FY 2016: \$1,945,000
Capital Reserve	Protect against capital cost overruns Provide for emergency asset replacement	2% plant-in-service assets FY 2016: \$1,537,000

- No annual system reinvestment at this time

General Assumptions



Annual Cost Inflation

- General: 2.31%
- Construction: 2.30%
- Labor: 3.10%
- Benefits: 5.00%

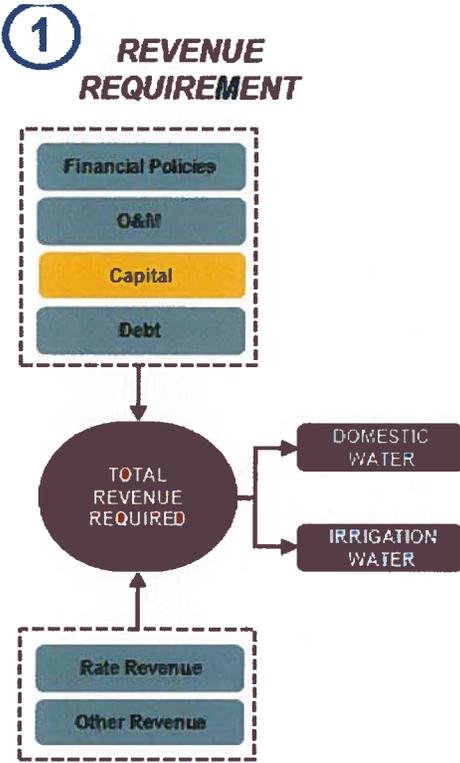
Annual Growth Rates

- Customer Account Growth: 1.30%
 - ~360 new accounts per year
- Water Demand Growth: None
 - Reflects declining trend in water use

Operating Forecast

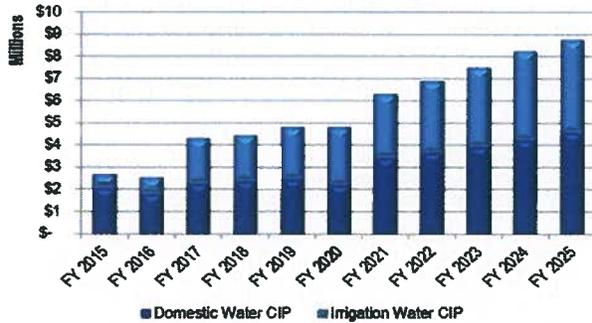
- Based on FY 2016 budget; escalated with inflation
- Additional input from staff to split budget between domestic/irrigation services

Capital Forecast

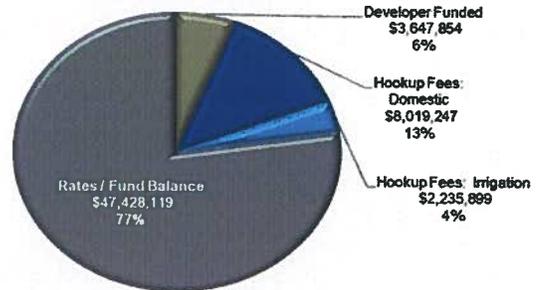


Capital Forecast continued

Water CIP (escalated \$)



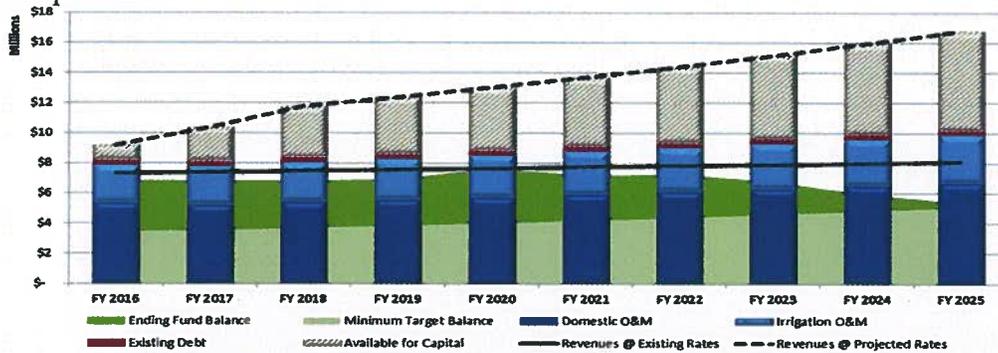
Capital Funding Strategy (FY 2015 - FY 2025)



- ◆ **\$61.3 million in capital projects from FY 2015 – FY 2025**
– Domestic: \$33,443,275 – Irrigation: \$27,887,843
- ◆ **The City is expected to rate-fund ≈ 77% of the planned projects (in addition to expected hookup fee revenue)**

77% of the needed revenue increase will come from rate payers, 23% from domestic and irrigation hook up fees and developer funded infrastructure.

Revenue Requirement



	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Domestic Rate Increase [a]	0.00%	18.00%	18.00%	18.00%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Bi-Monthly Residential Bill	\$ 22.45	\$ 26.49	\$ 31.26	\$ 36.89	\$ 38.55	\$ 40.28	\$ 42.09	\$ 43.99	\$ 45.97	\$ 48.04	\$ 50.20
Δ From Prior Year	\$ -	\$ 4.04	\$ 4.77	\$ 5.83	\$ 1.66	\$ 1.73	\$ 1.81	\$ 1.88	\$ 1.98	\$ 2.07	\$ 2.16
Irrigation Rate Increase [b]	0.00%	21.28%	21.28%	21.28%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Annual Residential Bill	\$ 77.10	\$ 93.48	\$ 113.35	\$ 137.44	\$ 143.82	\$ 150.08	\$ 156.84	\$ 163.89	\$ 171.27	\$ 178.98	\$ 187.03
Δ From Prior Year	\$ -	\$ 16.38	\$ 19.87	\$ 24.09	\$ 6.18	\$ 6.46	\$ 6.75	\$ 7.06	\$ 7.38	\$ 7.71	\$ 8.05

[a] Assumes 14 cc of bi-monthly usage (residential average)
[b] Nampa irrigation district, full benefit, 7,900 sq. ft. lot size (residential average)

Summary of Rate Scenarios

Regular Council
January 4, 2016

		Baseline: 3-Year Phasing (Flat)										
		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Domestic Rate Increase [a]		0.00%	18.00%	18.00%	18.00%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Bi-Monthly Residential Bill	\$	22.45	26.49	31.26	36.89	38.55	40.28	42.09	43.99	45.87	48.04	50.20
Δ From Prior Year	\$	-	4.04	4.77	5.63	1.66	1.73	1.81	1.89	1.88	2.07	2.16
Irrigation Rate Increase [b]		0.00%	21.25%	21.25%	21.25%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Annual Residential Bill	\$	77.10	93.48	113.35	137.44	143.82	150.08	156.84	163.89	171.27	178.98	187.03
Δ From Prior Year	\$	-	16.38	19.87	24.09	6.18	6.46	6.75	7.06	7.38	7.71	8.05

[a] Assumes 14 ccf of bi-monthly usage (residential average)
[b] Nampa irrigation district, full benefit, 7,900 sq. ft. lot size (residential average)

		Alternative A: 3-Year Phasing (Declining)										
		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Domestic Rate Increase		0.00%	23.50%	18.00%	12.00%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Bi-Monthly Residential Bill	\$	22.45	27.73	32.72	36.64	38.29	40.01	41.82	43.70	45.66	47.72	49.87
Δ From Prior Year	\$	-	5.28	4.99	3.93	1.66	1.72	1.80	1.88	1.97	2.06	2.16
Irrigation Rate Increase		0.00%	28.00%	21.00%	14.00%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Annual Residential Bill	\$	77.10	98.69	119.41	136.13	142.26	148.66	155.35	162.34	169.64	177.28	185.25
Δ From Prior Year	\$	-	21.59	20.72	16.72	6.13	6.40	6.69	6.99	7.31	7.63	7.98

		Alternative B: Front-Loaded										
		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Domestic Rate Increase		0.00%	47.00%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Bi-Monthly Residential Bill	\$	22.45	33.00	34.49	36.04	37.66	39.35	41.13	42.98	44.91	46.93	49.04
Δ From Prior Year	\$	-	10.55	1.49	1.55	1.62	1.69	1.77	1.85	1.93	2.02	2.11
Irrigation Rate Increase		0.00%	58.00%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Annual Residential Bill	\$	77.10	121.82	127.30	133.03	139.01	145.27	151.81	158.64	165.78	173.24	181.03
Δ From Prior Year	\$	-	44.72	5.48	5.73	5.99	6.26	6.54	6.83	7.14	7.46	7.80

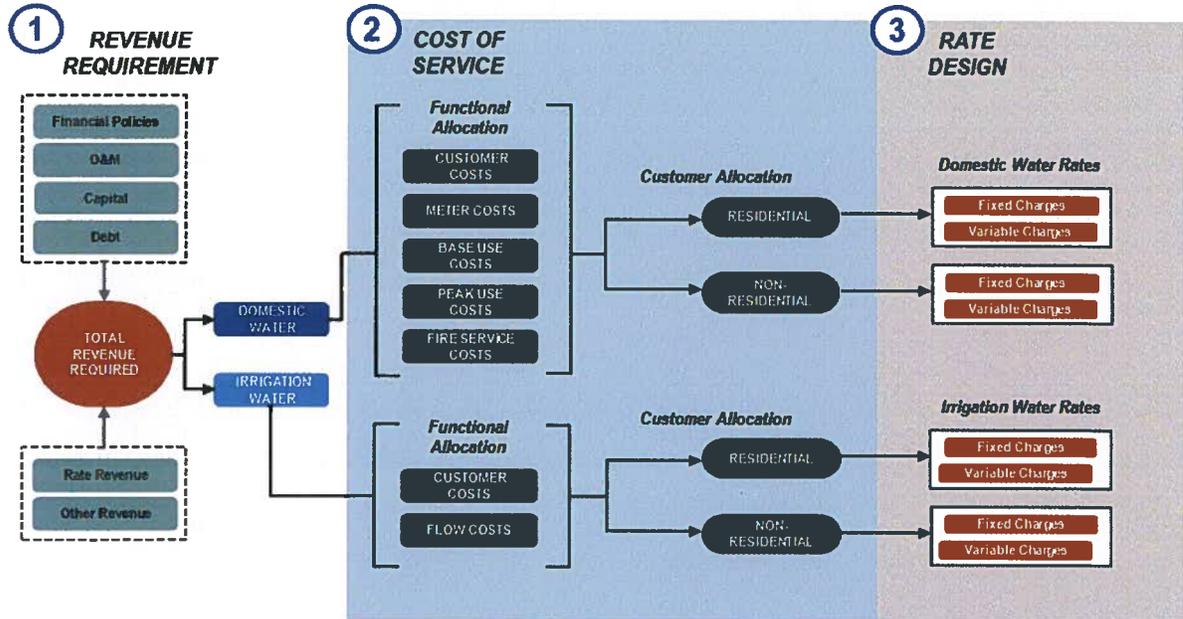
Last rate increase:
Domestic Water: 2012
Irrigation Water: 2014

“When implemented in 2016, this will be the first Domestic Water rate increase in four years. The rate required to fund our ten year infrastructure schedule is three successive annual increases of a percentage or an average of less than \$2.50 per month per year for three years, depending on your usage.

The irrigation rate increase will be about \$37 for a medium lot in Nampa 7900 sq feet. Subsequent increases for both are slated to mirror inflationary trends.

Cost-of-Service Analysis (COSA) – Domestic Water

Rate Study Process



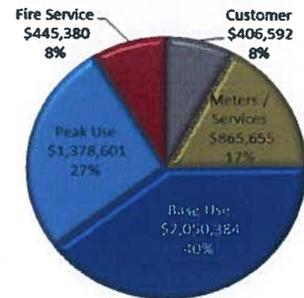
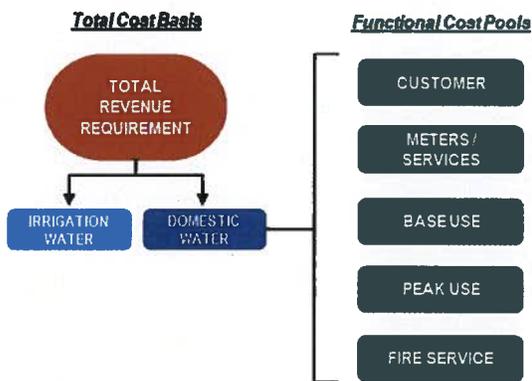
Functional Allocation

- ◆ **Functional Allocation: Distribution of costs across utility functions**
 - “Which utility function(s) does this expense support?”

Domestic Rev. Req.	FY 2016
O&M Expenses	\$ 5,389,573
Debt Service Expenses	\$ 265,800
less: Non-Rate Revenues	\$ (195,570)
less: Cash Flow Adjustments	\$ (313,191)
Total [a]	\$ 5,146,613

[a] Unmetered customers treated separately

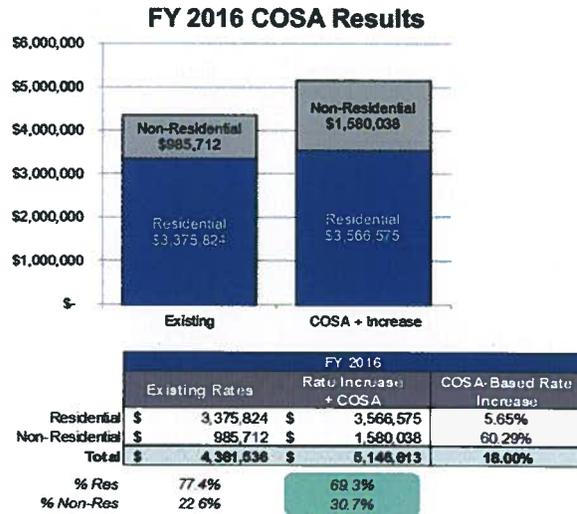
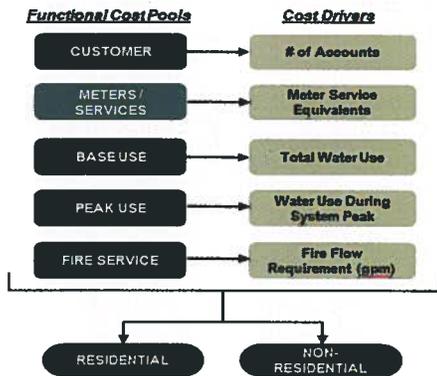
Functional Category	FY 2016
Customer	\$ 406,592
Meters / Services	\$ 865,655
Base Use	\$ 2,050,384
Peak Use	\$ 1,378,601
Fire Service	\$ 445,380
Total	\$ 5,146,613



Now I'll briefly discuss rate design: In the bottom right you will see that the cost of water and irrigation can be broken down into these categories: Basic Use, Peak Use, Meters/Service Customer Service (bills, collection, etc.) and Fire Service.

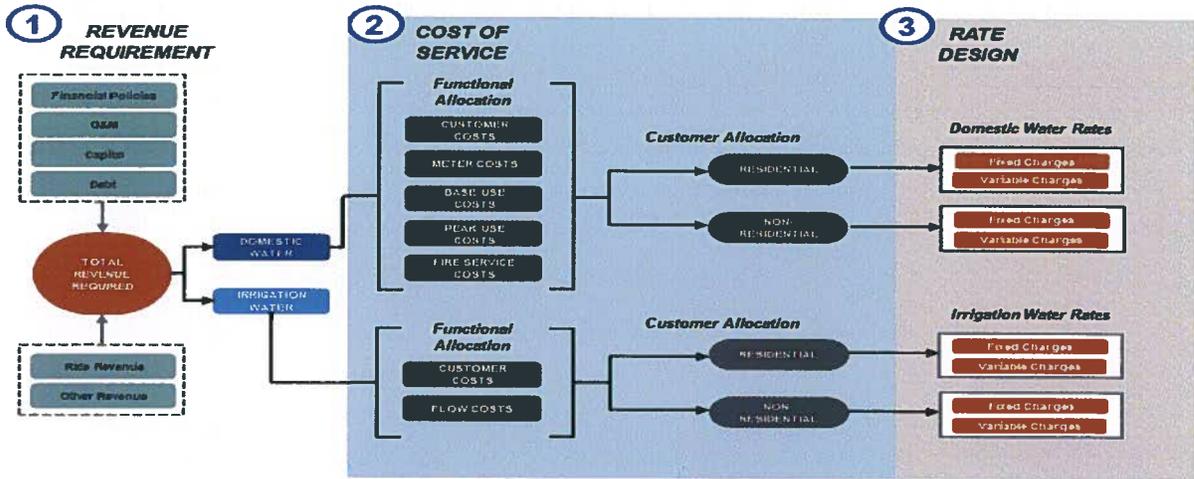
Customer Allocation

- Customer Allocation: Distribution of functionalized costs across customer base
 - “How do we incur this type of cost?”



What we found was that due to a heavier cost to provide fire flow readiness to commercial customers, a split of bills based on cost drivers revealed that residential rate payers were paying a little more of the cost they drove than the commercial customer. We will correct that subsidy to non-residential in the proposed rate design. (Reference a “7% cost shift” resulting in a lower increase for residential and a higher increase for commercial customers (the 77% to 69% residential and 23% to 31% for commercial).

Rate Design: Domestic Water



Existing Rate Structure

Existing Rates	Bi-Monthly	Allowance (0 - 750 cf)	Block1 (751-4,000 cf)	Block 2 (> 4,000 cf)
Inside City	\$ 16.08	\$ -	\$ 0.98	\$ 0.57
Outside City	\$ 32.16	\$ -	\$ 1.96	\$ 1.13
Unmetered	\$ 67.87	\$ -	\$ -	\$ -

*Volume rates per 100 cf

♦ **One rate schedule for all customers**

- Bi-monthly fixed charge includes 750 cubic feet of consumption
- Two blocks of volume rates, declining price structure
- Rates effective as of October 2012

Equitable?	Affordable?	Promotes Efficient Use?	Revenue Stability?
Residential customers currently subsidizing non-residential	Residential average bi-monthly bill = \$22.45	Declining volume blocks provide limited incentive to conserve	63% fixed revenue in FY 2014, well above industry average

• Last rate increase:

- Domestic Water: October 2012
- Irrigation Water: February 2014

Residential average bill based on annual bimonthly average of 14 ccf / two months

Rate Design Scenarios

- ♦ **COSA: Differentiated by customer class – phasing in cost-of-service impacts over 3 years**
 - Residential vs. Non-Residential rate schedule

- No usage allowance
- Fixed charge based on meter size
- ♦ **Uniform: Not differentiated by class, updated fixed/variable charges**
 - Rate schedule applied uniformly, regardless of customer class
 - No usage allowance
 - Fixed charge based on meter size
- ♦ **Across-The-Board: Existing rate schedule + overall system rate increase**
 - Apply annual rate increase (18.00% in FY 2016) to existing rate schedule
- ♦ **All rate scenarios are set to recover the annual revenue requirement from 3-year phase (flat) scenario*

COSA Scenario (SFR 3-Tier): Rate Schedules

- ♦ **Bi-monthly fixed charges**
 - Based on meter size (charges increase for meters > 1")
- ♦ **Volume charges**
 - Residential
 - Block 1: 0 – 700 cf
 - Block 2: 701 - 1,400 cf
 - Block 3: > 1,401 cf
 - Non-Residential
 - All usage at same rate

Residential	2016	2017	2018	2019	2020
Fixed	Bi-Monthly Fixed Charge				
5/8"	\$ 15.88	\$ 18.04	\$ 20.50	\$ 21.43	\$ 22.39
3/4"	\$ 15.88	\$ 18.04	\$ 20.50	\$ 21.43	\$ 22.39
1"	\$ 15.88	\$ 18.04	\$ 20.50	\$ 21.43	\$ 22.39
1 1/2"	\$ 23.05	\$ 26.20	\$ 29.77	\$ 31.11	\$ 32.51
2"	\$ 33.96	\$ 38.59	\$ 43.85	\$ 45.83	\$ 47.89
Volume (2-Tier)	\$/cfd				
Allowance n/a	\$ -	\$ -	\$ -	\$ -	\$ -
Block 1 0 - 700	\$ 0.46	\$ 0.53	\$ 0.60	\$ 0.63	\$ 0.68
Block 2 701 - 1400	\$ 0.81	\$ 0.92	\$ 1.05	\$ 1.10	\$ 1.15
Block 3 1401 -	\$ 1.05	\$ 1.19	\$ 1.36	\$ 1.41	\$ 1.48

* Rate multiplier of 2.0 applied to all outside city customers

Non-Residential	2016	2017	2018	2019	2020
Fixed	Bi-Monthly Fixed Charge				
5/8"	\$ 16.55	\$ 21.68	\$ 28.40	\$ 29.68	\$ 31.02
3/4"	\$ 16.55	\$ 21.68	\$ 28.40	\$ 29.68	\$ 31.02
1"	\$ 16.55	\$ 21.68	\$ 28.40	\$ 29.68	\$ 31.02
1 1/2"	\$ 23.77	\$ 31.15	\$ 40.81	\$ 42.65	\$ 44.57
2"	\$ 34.19	\$ 44.80	\$ 58.70	\$ 61.34	\$ 64.10
3"	\$ 76.96	\$ 100.83	\$ 132.11	\$ 138.06	\$ 144.27
4"	\$ 107.40	\$ 140.72	\$ 184.38	\$ 192.68	\$ 201.35
Volume	\$/cfd				
Allowance n/a	\$ -	\$ -	\$ -	\$ -	\$ -
Block 1 all usage	\$ 0.82	\$ 1.08	\$ 1.41	\$ 1.47	\$ 1.54

* Rate multiplier of 2.0 applied to all outside city customers

THIS IS THE RECOMMENDED APPROACH FROM THE BOA: You can see that the 1400 CU FOOT user will have a fixed charge of 15.88 and a use charge of (7 X 0.46=3.22) \$3.22 for the first 700 Cu Ft and (7 X .081=\$5.67) \$5.67 for the second 700 cu feet for a total bill two month bill of \$24.77. This compares to \$22.45 from the previous slide. This is an increase of \$1.16 per month. This rate provides an opportunity for conservation driven savings.

Unmetered customers (22 accounts) will have system wide increase applied (18.00% in FY 2016) \$67.87 to \$80.09

Regular Council
January 4, 2016

Rate Design Scenario Summary

FY 2016 Revenue Δ 18.00%		EXISTING	COSA		UNIFORM	ATB
			RES	NON-RES		
Bi-Monthly Fixed Charge						
5/8"	\$	16.08	\$ 15.88	\$ 16.55	\$ 16.00	\$ 18.97
3/4"	\$	16.08	\$ 15.88	\$ 16.55	\$ 16.00	\$ 18.97
1"	\$	16.08	\$ 15.88	\$ 16.55	\$ 16.00	\$ 18.97
1 1/2"	\$	16.08	\$ 23.05	\$ 23.77	\$ 23.53	\$ 18.97
2"	\$	16.08	\$ 33.96	\$ 34.19	\$ 34.69	\$ 18.97
3"	\$	16.08	\$ 82.76	\$ 76.96	\$ 82.80	\$ 18.97
4"	\$	16.08	\$ 114.42	\$ 107.40	\$ 115.31	\$ 18.97
Volume Charges (\$ / ccf)			2-Tier	3-Tier		
Allowance	\$	-				-
Block 1	\$	0.98	\$ 0.63	\$ 0.46	\$ 0.76	\$ 1.16
Block 2	\$	0.57	\$ 0.95	\$ 0.81		\$ 0.67
Block 3				\$ 1.05		
Allowance End		750 cf				750 cf
Block 1 End		4,000 cf	1,400 cf	700 cf		4,000 cf
Block 2 End				1,400 cf		

* Rate multiplier of 2.0 applied to all outside city customers

We also looked at two other scenarios, a UNIFORM increase and an ACROSS THE BOARD increase. These were not selected as they:

Did not correct the Commercial / Residential rate imbalance (discussed earlier).

Did not provide a "conservation" bias (charging a higher rate for incrementally higher consumption).

Did not provide for a conservation driven domestic water savings for substantially less usage.

Sample Bills

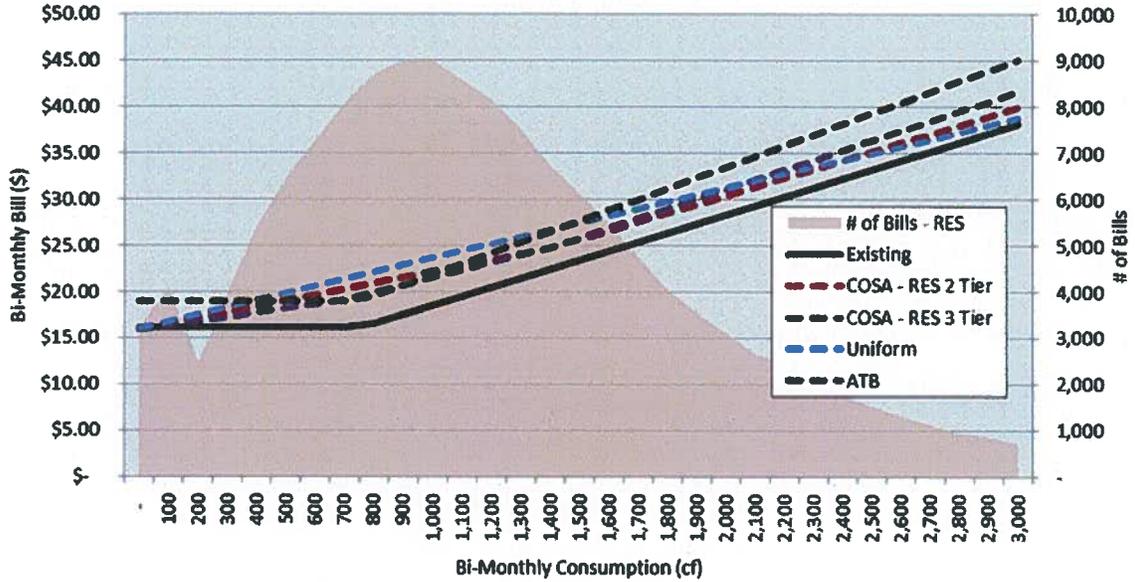
Regular Council
January 4, 2016

Bi-Monthly Bills							
Class	Meter	Usage	Existing	COSA - SFR 2 Tier	COSA - SFR 3 Tier	Uniform	ATB
Residential							
Low User	1*	700 cf	\$ 16.08	\$ 20.29	\$ 19.10	\$ 21.32	\$ 18.97
Average User	1*	1,400 cf	\$ 22.45	\$ 24.70	\$ 24.77	\$ 26.64	\$ 26.51
High User	1*	2,800 cf	\$ 36.17	\$ 38.00	\$ 39.47	\$ 37.28	\$ 42.75
Non-Residential							
Low User	1*	3,800 cf	\$ 45.97	\$ 47.71	\$ 47.71	\$ 44.88	\$ 54.35
Average User	1*	7,600 cf	\$ 68.45	\$ 78.87	\$ 78.87	\$ 73.76	\$ 80.79
High User	2*	15,200 cf	\$ 111.77	\$ 158.83	\$ 158.83	\$ 150.21	\$ 131.71

Bi-Monthly Bills: \$ Change							
Class	Meter	Usage	Existing	COSA - SFR 2 Tier	COSA - SFR 3 Tier	Uniform	ATB
Residential							
Low User	1*	700 cf		\$ 4.21	\$ 3.02	\$ 5.24	\$ 2.89
Average User	1*	1,400 cf		\$ 2.25	\$ 2.32	\$ 4.19	\$ 4.06
High User	1*	2,800 cf		\$ 1.83	\$ 3.30	\$ 1.11	\$ 6.58
Non-Residential							
Low User	1*	3,800 cf		\$ 1.74	\$ 1.74	\$ (1.09)	\$ 8.38
Average User	1*	7,600 cf		\$ 10.42	\$ 10.42	\$ 5.31	\$ 12.34
High User	2*	15,200 cf		\$ 47.06	\$ 47.06	\$ 38.44	\$ 19.94

Sample Bills: Residential

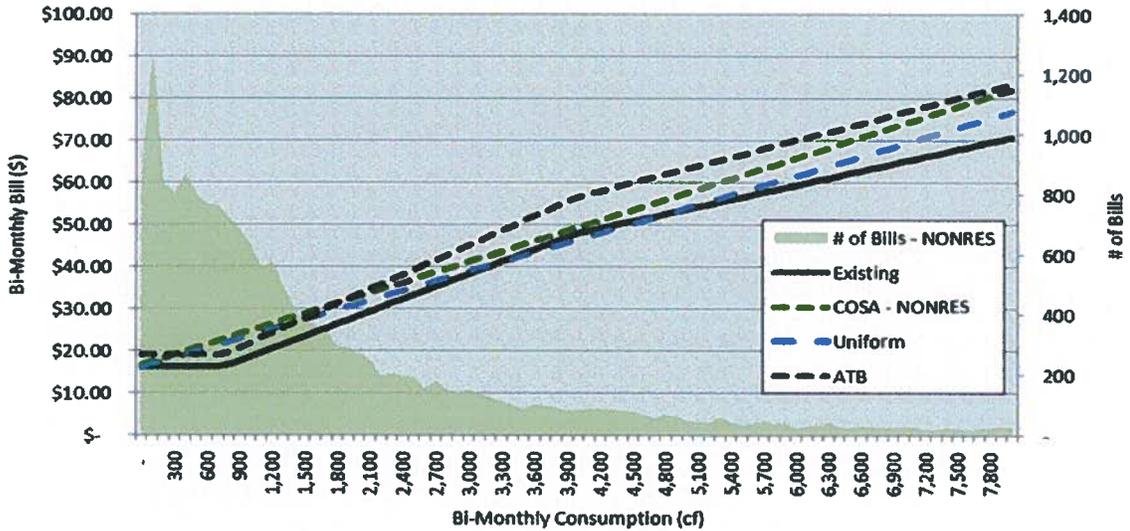
Residential Bi-Monthly Bill (\$) by Consumption



** Impacts for 1" meter*

Sample Bills: Non-Residential (draft)

Non-Residential Bi-Monthly Bill (\$) by Consumption



** Impacts for 1" meter*

Rate Design: Irrigation Water

	City of Nampa Rates		Irrigation District Rates		
	Full Benefit	No Benefit	Boise Kuna	Nampa	Pioneer
Base Fee [a]	\$ 13.90	\$ 13.90			
Lot Size: Tier 1 [b]	\$ 0.005860	\$ 0.001466	\$ 0.001250	\$ 0.002140	\$ 0.002800
Lot Size: Tier 2 [c]	\$ 0.000430	\$ 0.000114	\$ 0.000775	\$ 0.001150	\$ 0.001540
Assessable Acreage [d]	\$ 0.001720	\$ 0.001720			

[a] Annual fee per parcel

[b] Applied to parcel area up to 21,780 square ft, charge applied annually per sq. ft.

[c] Applied to parcel area over 21,780 square ft, charge applied annually per sq. ft.

[d] Charge applied per sq. ft. of assessable acreage

◆ **One rate schedule for all customers**

- Includes City of Nampa charge + Irrigation District charge
- City rates effective as of February 2014

Rate Design Scenarios

- ◆ **COSA: Pervious area basis**
 - Base fee + pervious area charge
 - Pervious area definition
 - Residential: Total lot size less 3,650 sq. ft. (impervious area average)
 - Non-Residential: Measured pervious area (GIS data update)
- ◆ **COSA Hybrid: (Board of Appraisers recommendation)**
 - Base fee + area charge
 - Area charge varies by class (two scenarios for tiered rates)
 - Residential: Total lot size
 - Non-Residential: Measured pervious area (GIS data update)
- ◆ **Across-The-Board: Existing rate schedule + overall system rate increase**
 - Apply annual rate increase (58% in FY 2016) to existing rate schedule

Fiscal Year 2016 COSA Hybrid 1: Summary

	City of Nampa Rates		Irrigation District Rates (FY 2015)		
	Full Benefit	No Benefit	Nampa	Pioneer	Boise Kuna
Base Fee [a]	\$ 14.84	\$ 14.84			
Area Fee - Residential [b]					
Lot Size: Tier 1	\$ 0.010047	\$ 0.002512	\$ 0.002140	\$ 0.002800	\$ 0.001250
Lot Size: Tier 2	\$ 0.002512	\$ 0.000628	\$ 0.001150	\$ 0.001540	\$ 0.000775
Area Fee - Non-Residential [b]					
Pervious Area: Tier 1	\$ 0.015801	\$ 0.003950			
Pervious Area: Tier 2	\$ 0.003950	\$ 0.000988			

[a] Fee per parcel

[b] Fee per square foot; Tier 1 up to 21,780 sq. ft

◆ **City Area Fee rate differentials:**

- [Tier 1 / Tier 2] ratio moves to 4-to-1 (existing ratio: 13.63-to-1)
- [Full Benefit / No Benefit] ratio stays at 4-to-1

Fiscal Year 2016 COSA Hybrid 2: Summary

	City of Nampa Rates		Irrigation District Rates (FY 2015)		
	Full Benefit	No Benefit	Nampa	Pioneer	Boise Kuna
Base Fee [a]	\$ 14.84	\$ 14.84			
Area Fee - Residential [b]					
Lot Size: Tier 1	\$ 0.010473	\$ 0.002618	\$ 0.002140	\$ 0.002800	\$ 0.001250
Lot Size: Tier 2	\$ 0.000769	\$ 0.000192	\$ 0.001150	\$ 0.001540	\$ 0.000775
Area Fee - Non-Residential [b]					
Pervious Area: Tier 1	\$ 0.016724	\$ 0.004181			
Pervious Area: Tier 2	\$ 0.001227	\$ 0.000307			

[a] Fee per parcel

[b] Fee per square foot; Tier 1 up to 21,780 sq. ft

◆ **City Area Fee rate differentials:**

- [Tier 1 / Tier 2] ratio stays at 13.63-to-1
- [Full Benefit / No Benefit] ratio stays at 4-to-1

Fiscal Year 2016 Sample Bills: City Charges Only

Regular Council
January 4, 2016

Annual Irrigation Bills - City Portion Only [a]							
Class	Lot Size (sq. ft.)	Previous Area (sq. ft.)	Existing	COSA	COSA Hybrid 1 (New Tiers)	COSA Hybrid 2 (Existing Tiers)	ATB
Residential							
Small Lot	6,000	2,350	\$ 49.06	\$ 51.97	\$ 75.12	\$ 77.68	\$ 77.51
Medium Lot	7,900	4,250	\$ 60.19	\$ 81.99	\$ 94.21	\$ 97.58	\$ 95.11
Large Lot	20,000	16,350	\$ 131.10	\$ 273.18	\$ 215.78	\$ 224.31	\$ 207.14
XL Lot	100,000	96,350	\$ 175.17	\$ 653.54	\$ 430.13	\$ 303.06	\$ 276.76
Non-Residential							
Small Lot	10,000	2,500	\$ 72.50	\$ 54.34	\$ 54.34	\$ 56.65	\$ 114.55
Medium Lot	25,000	5,000	\$ 142.92	\$ 93.84	\$ 93.84	\$ 98.46	\$ 225.81
Large Lot	50,000	10,000	\$ 153.67	\$ 172.85	\$ 172.85	\$ 182.08	\$ 242.79
XL Lot	300,000	100,000	\$ 261.17	\$ 667.98	\$ 667.98	\$ 475.07	\$ 412.64

Annual Irrigation Bills - City Portion Only: \$ Change							
Class	Lot Size (sq. ft.)	Previous Area (sq. ft.)	Existing	COSA	COSA Hybrid 1 (New Tiers)	COSA Hybrid 2 (Existing Tiers)	ATB
Residential							
Small Lot	6,000	2,350		\$ 2.91	\$ 26.06	\$ 28.62	\$ 28.45
Medium Lot	7,900	4,250		\$ 21.80	\$ 34.02	\$ 37.38	\$ 34.91
Large Lot	20,000	16,350		\$ 142.08	\$ 84.68	\$ 93.21	\$ 76.04
XL Lot	100,000	96,350		\$ 478.38	\$ 254.97	\$ 127.90	\$ 101.60
Non-Residential							
Small Lot	10,000	2,500		\$ (18.16)	\$ (18.16)	\$ (15.85)	\$ 42.05
Medium Lot	25,000	5,000		\$ (49.07)	\$ (49.07)	\$ (44.46)	\$ 82.89
Large Lot	50,000	10,000		\$ 19.18	\$ 19.18	\$ 28.41	\$ 89.13
XL Lot	300,000	100,000		\$ 406.80	\$ 406.80	\$ 213.91	\$ 151.48

[a] Does not include irrigation district charges; full benefit parcels

Fiscal Year 2016 Sample Bills: Total Charges

Annual Irrigation Bills - Total [a]							
Class	Lot Size (sq. ft.)	Previous Area (sq. ft.)	Existing	COSA	COSA Hybrid 1 (New Tiers)	COSA Hybrid 2 (Existing Tiers)	ATB
Residential							
Small Lot	6,000	2,350	\$ 61.90	\$ 64.81	\$ 87.96	\$ 90.52	\$ 90.35
Medium Lot	7,900	4,250	\$ 77.10	\$ 98.90	\$ 111.12	\$ 114.48	\$ 112.01
Large Lot	20,000	16,350	\$ 173.90	\$ 315.98	\$ 258.58	\$ 267.11	\$ 249.94
XL Lot	100,000	96,350	\$ 311.73	\$ 790.11	\$ 566.69	\$ 439.63	\$ 413.32
Non-Residential							
Small Lot	10,000	2,500	\$ 93.90	\$ 75.74	\$ 75.74	\$ 78.05	\$ 135.95
Medium Lot	25,000	5,000	\$ 193.23	\$ 144.15	\$ 144.15	\$ 148.77	\$ 276.12
Large Lot	50,000	10,000	\$ 232.73	\$ 251.91	\$ 251.91	\$ 261.14	\$ 321.85
XL Lot	300,000	100,000	\$ 627.73	\$ 1,034.53	\$ 1,034.53	\$ 841.63	\$ 779.20

Annual Irrigation Bills - Total: \$ Change							
Class	Lot Size (sq. ft.)	Previous Area (sq. ft.)	Existing	COSA	COSA Hybrid 1 (New Tiers)	COSA Hybrid 2 (Existing Tiers)	ATB
Residential							
Small Lot	6,000	2,350		\$ 2.91	\$ 26.06	\$ 28.62	\$ 28.45
Medium Lot	7,900	4,250		\$ 21.80	\$ 34.02	\$ 37.38	\$ 34.91
Large Lot	20,000	16,350		\$ 142.08	\$ 84.68	\$ 93.21	\$ 76.04
XL Lot	100,000	96,350		\$ 478.38	\$ 254.97	\$ 127.90	\$ 101.60
Non-Residential							
Small Lot	10,000	2,500		\$ (18.16)	\$ (18.16)	\$ (15.85)	\$ 42.05
Medium Lot	25,000	5,000		\$ (49.07)	\$ (49.07)	\$ (44.46)	\$ 82.89
Large Lot	50,000	10,000		\$ 19.18	\$ 19.18	\$ 28.41	\$ 89.13
XL Lot	300,000	100,000		\$ 406.80	\$ 406.80	\$ 213.91	\$ 151.48

[a] Assumes Nampa Irrigation District (FY 2015 rates), full benefit parcels

Fiscal Year Sample Bill Distribution: Total Charges

Scenario: COSA Hybrid 1

Incremental Increases: %		
Description	Count	% of Total
$x < -100\%$	-	0.0%
$-100\% < x \leq -75\%$	2	0.0%
$-75\% < x \leq -50\%$	261	1.0%
$-50\% < x \leq -25\%$	403	1.5%
$-25\% < x \leq -10\%$	384	1.4%
$-10\% < x < 0\%$	224	0.8%
no increase	141	0.5%
$0\% < x < 10\%$	252	0.9%
$10\% \leq x < 25\%$	572	2.2%
$25\% \leq x < 50\%$	22,866	86.0%
$50\% \leq x < 75\%$	1,229	4.6%
$75\% \leq x < 100\%$	155	0.6%
$x \geq 100\%$	105	0.4%
Total	26,594	

Incremental Increases: \$		
Description	Count	% of Total
$x < -\$250$	5	0.0%
$-\$250 < x \leq -\100	97	0.4%
$-\$100 < x \leq -\50	178	0.7%
$-\$50 < x \leq -\25	309	1.2%
$-\$25 < x \leq -\10	329	1.2%
$-\$10 < x < \$$	356	1.3%
no change	141	0.5%
$\$ < x < \10	564	2.1%
$\$10 \leq x < \25	2,081	7.8%
$\$25 \leq x < \50	18,410	69.2%
$\$50 \leq x < \100	3,336	12.5%
$\$100 \leq x < \250	628	2.4%
$\$250 \leq x < \500	103	0.4%
$\$500 \leq x < \$1,000$	34	0.1%
$\$1,000 \leq x < \$2,000$	16	0.1%
$\$2,000 \leq x < \$4,000$	4	0.0%
$\$4,000 \leq x < \$10,000$	2	0.0%
$x \geq \$10,000$	1	0.0%
Total	26,594	

Scenario: COSA Hybrid 2

Incremental Increases: %		
Description	Count	% of Total
$x < -100\%$	-	0.0%
$-100\% < x \leq -75\%$	2	0.0%
$-75\% < x \leq -50\%$	254	1.0%
$-50\% < x \leq -25\%$	382	1.4%
$-25\% < x \leq -10\%$	362	1.4%
$-10\% < x < 0\%$	216	0.8%
no increase	141	0.5%
$0\% < x < 10\%$	254	1.0%
$10\% \leq x < 25\%$	531	2.0%
$25\% \leq x < 50\%$	18,728	70.4%
$50\% \leq x < 75\%$	5,558	20.9%
$75\% \leq x < 100\%$	109	0.4%
$x \geq 100\%$	57	0.2%
Total	26,594	

Incremental Increases: \$		
Description	Count	% of Total
$x < -\$250$	5	0.0%
$-\$250 < x \leq -\100	98	0.4%
$-\$100 < x \leq -\50	168	0.6%
$-\$50 < x \leq -\25	296	1.1%
$-\$25 < x \leq -\10	308	1.2%
$-\$10 < x < \$$	341	1.3%
no change	141	0.5%
$\$ < x < \10	482	1.8%
$\$10 \leq x < \25	1,993	7.5%
$\$25 \leq x < \50	17,460	65.7%
$\$50 \leq x < \100	4,284	16.1%
$\$100 \leq x < \250	972	3.7%
$\$250 \leq x < \500	40	0.2%
$\$500 \leq x < \$1,000$	5	0.0%
$\$1,000 \leq x < \$2,000$	1	0.0%
$\$2,000 \leq x < \$4,000$	-	0.0%
$\$4,000 \leq x < \$10,000$	-	0.0%
$x \geq \$10,000$	-	0.0%
Total	26,594	

Rate Survey: Water Bills			
Agency	Domestic (Bi-Monthly) ¹	Irrigation (Annual) ²	
City of Twin Falls	\$ 57.38	\$ 79.77	
United Water (Boise)	\$ 43.32	\$ -	
City of Pocatello	\$ 42.11	\$ -	
City of Meridian	\$ 30.88	\$ -	
City of Nampa (Uniform Scenario)	\$ 26.64	\$ 111.12	
City of Nampa (ATB Scenario)	\$ 26.51	\$ 111.12	
City of Nampa (COSA - SFR 3-Tier)	\$ 24.77	\$ 111.12	
City of Nampa (COSA - SFR 2-Tier)	\$ 24.70	\$ 111.12	
City of Caldwell	\$ 24.70	\$ 121.00	
City of Nampa (existing)	\$ 22.45	\$ 77.10	

¹ Assumes bi-monthly usage of 1400 cf

² Assumes COSA Hybrid structure, Nampa Irrigation District
7,900 sq. ft. for average lot size (Nampa average)

Hookup Fees

Hookup Fees: Methodology

- ◆ **The hookup fee is a connection charge that:**
 - Is imposed on new development to recover an equitable share of system costs
 - Provides a source of funding for capital projects and / or debt service
- ◆ **Based on the cost of replacing existing infrastructure only, “buy-in” charge**
 - NIBCA v. the City of Hayden

$$\text{Hookup Fee per Unit} = \frac{\text{Net System Replacement Value}}{\text{\# of Units @ Existing System Capacity}}$$

Hookup Fee: Domestic Water

- ◆ **Existing hookup fee components**
 - Source capacity fee: \$438 / connection
 - Distribution line fee: \$315 / connection
 - Total existing hookup fees: **\$752 / connection**
 - Separate from meter installation fees (service line fee, main construction fee)
- ◆ **Updated hookup fee components**
 - Base Portion: **\$2,599 per EDU** (equivalent dwelling unit)
 - 1 EDU = 294 gpd
 - Plus: Fire Portion: **\$330 per EFU** (equivalent fire unit)
 - 1 EFU = 1,500 gpm of fire flow requirement,
 - Minimum 1,500 gpm (1 EDU), maximum 2,600 gpm (1.73 EDUs)

Hookup Fee: Domestic Water	Base	Fire	General	Total
Plant Replacement Cost [a]	\$ 83,331,486	\$ 96,936	\$ 11,157,927	\$ 94,586,349
less: Outstanding Debt Principal	\$ (2,590,168)	\$ (3,013)	\$ (346,819)	\$ (2,940,000)
less: Unfunded Depreciation [b]	\$ (14,427,070)	\$ (28,320)	\$ (4,062,254)	\$ (18,517,644)
Distribution of Fire Costs (Base to Fire) [c]	\$ (8,953,719)	\$ 8,953,719	\$ -	\$ -
Allocation of General Costs	\$ 5,831,858	\$ 916,997	\$ (6,748,854)	\$ -
Total Cost Basis	\$ 63,192,387	\$ 9,936,318		\$ 73,128,705
Capacity Units [d]	24,313 EDUs	30,120 EFUs		
Hookup Fee per Unit	\$ 2,599.07	\$ 329.89		\$ 2,928.96

[a] Original costs inflated to current replacement costs using historical ENR-CCI. Includes contributed assets.

[b] Deduction for accumulated depreciation on original costs

[c] A portion of base assets (supply, pumping, storage, transmission/distribution) are upsized to provide fire flow

[d] Capacity estimates from 2012 Master Plan, EDUs weighted by fire flow reqs. to arrive at equivalent fire units (EFUs)

Residential = 1,500 gpm of fire flow; Non-Residential = 2,500 gpm of fire flow

1 EFU = 1,500 gpm of fire flow required

Hookup Fee: Irrigation Water

- ◆ **Existing hookup fee**
 - “Source capacity fee”
 - 1” service line = \$329
 - 1.5” service line = \$673
 - 2” service line = \$1,331
- ◆ **Updated hookup fee (FY 2016 implementation)**

- Service capacity equivalent (SCE) Basis: **\$520 per SCE**
 - SCE factors based on American Water Works Association (AWWA) maximum continuous flow data

◆ **Hookup fee calculation**

Hookup Fee: Irrigation Water	
Plant Replacement Cost [a]	\$ 18,928,717
less: Outstanding Debt Principal	\$ -
less: Unfunded Depreciation [b]	\$ (2,708,538)
Total Cost Basis	\$ 16,220,179
Capacity Units [c]	31,210 SCEs
Hookup Fee per SCE	\$ 519.72

- [a] Original costs inflated to current replacement costs using historical ENR-CCI. Includes contributed assets
- [b] Deduction for accumulated depreciation on original costs
- [c] Based on System Plan capacity data and AWWA flow factors (max cont. flow)

◆ **Fee applied to AWWA meter factors**

	Existing Factors	AWWA Factors	Fee Schedule
1"	1.00	1.00	\$ 520
1 1/2"	2.05	2.00	\$ 1,039
2"	4.05	3.20	\$ 1,663
3"	n/a	6.40	\$ 3,326
4"	n/a	10.00	\$ 5,197
6"	n/a	20.00	\$ 10,394
8"	n/a	32.00	\$ 16,631

Hookup Fee Comparison

Rate Survey: Hookup Fees ¹		
Agency	Domestic	Irrigation
City of Pocatello	\$ 3,100	\$ -
City of Nampa (recommended)	\$ 2,929	\$ 520
City of Nampa (alternative)	\$ 2,500	\$ 520
City of Meridian	\$ 1,794	\$ -
City of Caldwell	\$ 1,698	\$ 1,511
City of Twin Falls	\$ 1,261	\$ -
City of Nampa (existing)	\$ 752	\$ 329

¹ Residential customer; smallest service size assumed

Hookup Fee: Wastewater

- ◆ Existing hookup fee was calculated in 2012, prior to recent changes to the Idaho Code connection charge statute in February 2015 (NIBCA v. the City of Hayden)
 - Replacement costs to be used instead of original costs
 - Future facility costs now excluded from cost basis

Hookup Fee Calculation: Wastewater	Flow	BOD	TSS	TKN	TP	TOTAL
Plant Replacement Cost [a]	\$ 106,545,483	\$ 30,157,571	\$ 28,568,838	\$ 34,275,779	\$ 317,174	\$ 199,864,845
less: Outstanding Debt Principal [b]	\$ (1,173,998)	\$ (332,299)	\$ (314,793)	\$ (377,676)	\$ (3,495)	\$ (2,202,261)
less: Unfunded Depreciation [c]	\$ (22,094,380)	\$ (8,021,788)	\$ (6,067,253)	\$ (9,292,230)	\$ (96,827)	\$ (45,572,477)
Total Cost Basis	\$ 83,277,105	\$ 21,803,484	\$ 22,186,792	\$ 24,605,873	\$ 216,853	\$ 152,090,107
Total Plant Capacities	7,485,909	19,126,000	17,027,250	2,584,200	509,905	
	ccf / year	lb / year	lb / year	lb / year	lb / year	
Hookup Fee Unit Costs	\$ 11.15	\$ 1.14	\$ 1.30	\$ 9.52	\$ 0.43	
	per ccf	per pound	per pound	per pound	per pound	

[a] Original costs inflated to current replacement costs using historical ENR-CCI. Includes contributed assets.

[b] Existing debt to be allocated proportionally among asset base.

[c] Deduction for accumulated depreciation on original costs

Class	Example Customers	2012 Study (per EDU*)	Updated Fee (per EDU*)
SE1	Dry cleaners, <u>laundromats</u> , car washes	\$2,089	\$1,992
SE2	Residential, retail stores	\$2,888	\$2,601
SE3	Hospitals, schools, churches	\$3,354	\$3,039
SE4	Food markets, sit-down restaurants	\$3,821	\$3,477
SE5	One identified in Nampa	\$5,084	\$4,302
SE6	Bakeries, dairies, drive-thru restaurants	\$5,900	\$5,067
SE7	Special permit	\$7,065	\$6,161
Industrial			
• Flow (per mgd)	Large industrial customers	\$4,856,270	\$5,442,948
• BOD (per lb / day)		\$383	\$416
• TSS (per lb / day)		\$567	\$476
• TKN (per lb / day)		\$2,943	\$3,475
• TP (per lb / day)		\$19,250	\$155

* 1 EDU = 294 gpd

Dave Peterson presented the BOA Recommendations

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Water Rates

- ◆ Increase rates over 3 years (equal percentage)
 - 4.5% annually thereafter expected
- ◆ Adjust residential subsidy of nonresidential
 - COSA for residential and nonresidential-volume charge with 3-tier approach

Irrigation Rates

- ◆ Increase rates over 1 year
- ◆ Follow cost of service rates
- ◆ Residential to follow current billing practice
- ◆ Nonresidential billed on pervious area

Water Hookup Fees

- ◆ Agreed with two part hookup fee
 - Base
 - Fire
- ◆ Lower overall increase
 - Total not to exceed \$2,500
- ◆ Spread the increase over 2 years
 - To \$1,552, effective Oct. 1, 2016
 - To \$2,500, effective Oct. 1, 2017

Irrigation Hookup Fees

- ◆ Increase to cost of service
- ◆ Effective October 1, 2016

Wastewater Hookup Fees

- ◆ Decrease for Idaho code requirement
- ◆ Effective October 1, 2016

Various Additional Fees

- ◆ Adopt as presented with the following exceptions
 - Increase "Past Due Fee" to \$40
 - Strike proposed "Past Due Turn Off" fee
 - Keep "M&M Subdivision – Fixed" existing rate
 - Adjust "No Benefit Rate and Undeveloped Lot Rate" to align with "COSA Scenario"

Additional Rates and Fees

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New Fee?	Description	Current Fee	Proposed Fee	% Change
No	After Hours Fee	\$25.00	\$40.00	60%
No	Past Due Fee	\$25.00	\$40.00	60%
No	Tampered Meter Box	\$75.00	\$50.00	-33%
Yes	Damaged Meter	\$0.00	\$100 + Parts	NA
No	Domestic Service Charge	\$20.00	\$30.00	50%
No	Irrigation Service Charge	\$25.00	\$30.00	20%
No	M&M Subdivision - Fixed Charge	\$67.87	\$67.87	0%
Yes	1" Service Riser	\$0.00	\$75.00	NA
Yes	Service Line Boring	\$0.00	Pass Through Cost	NA
No	Main Line Construction (per ft)	\$14.13	Pass Through Cost	NA
No	Curb Stop Removal	\$100.00	\$100.00	0%
No	1" Meter Connection Fee	\$350.00	\$452.00	29%
No	1.5" Meter Connection Fee	\$559.00	\$662.00	18%
No	2" Meter Connection Fee	\$695.00	\$844.00	21%
No	1" Domestic Service Line Fee	\$1,181.00	\$1,459.00	24%
No	1.5" Domestic Service Line Fee	\$1,650.00	\$1,830.00	11%
No	2" Domestic Service Line Fee	\$1,965.00	\$2,346.00	19%
No	1" Irrigation Service Line Fee	\$145.00	\$1,623.00	1019%
No	1.5" Irrigation Service Line Fee	\$197.00	\$1,705.00	765%
No	2" Irrigation Service Line Fee	\$288.00	\$1,787.00	520%
No	Monthly Budget Billing - Inside City	1/2 Inside City Bi-monthly Base Charge	1/2 Inside City Bi-monthly Base Charge	NA
No	Monthly Budget Billing - Outside City	1/2 Outside City Bi-monthly Base Charge	1/2 Outside City Bi-monthly Base Charge	NA

Mayor Henry had a question on the 1" irrigation service line fee increase from \$145.00 to \$1,623.00.

Councilmember Skaug asked how many shut offs were in any given month for people being delinquent in any given month.

Councilmember Raymond said that you take the main from the street to the property line; you don't take it to the house.

Karla Nelson presented the public involvement portion of the report.

- ♦ **Rate Increase Webpage** (October – Present; over 100 views)
- ♦ **Engineering Policy Advisory Group** (October 22)
- ♦ **Utility bill message** (mid-October through December; all customers)
- ♦ **Snake River Building Contractors Board** (November 5)
- ♦ **Mailing to top commercial customers** (December 7; over 35,000 cubic feet, 142 customers)
- ♦ **Community open houses** (November 17 and December 15; attended by 22 people)

Comments – Hookup Fees

“Phase in hookup fees over two years with 6 -12 months notice.”

“Large hookup fee increases will keep homebuyers out of the market.”

“Appraised values will not keep up with costs.”

“Substantial increases in hookup fees could be more easily absorbed if spread out over all existing water customers.”

Comments – Rate Increases

“Supportive of planned systematic replacement and associated rate increase.” (4)

“Costs should be equitably shared.” (3)

“Commercial irrigation customers should not get a discount for impervious surface.” (2)

“More notice is needed.” (2)

“Water is important, and even with rate increases we still have a good deal in Nampa.” (1)

“All rate increases should go to a vote.” (1)

Michael Fuss presented the Latecomer Proposal

- ◆ Staff has received a number of inquiries from developers regarding a latecomer policy
- ◆ The City has entered into a few latecomer agreements in the past. All on an individual basis
- ◆ Difficult for individual entities (schools, churches, etc.) to recover over size or over depth costs

City of Nampa Latecomer Agreement

Reimbursement to the Developer:

- ◆ The latecomer agreement provides a documented process
- ◆ Developer can recover the cost of infrastructure investment beyond that needed specifically for its development
- ◆ The reimbursement will come in part from
 - Credit to hookup fees, or
 - Payment from subsequent builders’ hookup fees, or
 - Other site specific latecomer fees
- ◆ City Staff has been working to determine and delineate the process to insure a smooth, predictable process for timely reimbursement

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- ◆ Staff will work with the development community to gather input to ensure effectiveness
- ◆ Ultimately it will be a Council decision to implement

Councilmember Haverfield asked questions on sewer line upgrades.

Summary

- ◆ Today Nampa has a well-run water and irrigation system
- ◆ Nampa has developed sustainable valve and hydrant replacement, pump maintenance, and meter replacement programs
- ◆ The Water Master Plan has identified a need for fire protection improvements, increased storage, additional wells, and pipeline replacement
- ◆ The irrigation level of service has declined
- ◆ Citizens are requesting improved irrigation water quality
- ◆ The irrigation Master Plan has identified a need for additional wells, pressure stability improvements, installation of improved filters, and pipeline replacement
- ◆ The Cost Of Service Study found that existing rates have difficulty covering operating costs
- ◆ Master plans were already extended to reduce impacts
- ◆ Rate increases as proposed were extended to reduce customer impacts
- ◆ Nampa has an opportunity today to make a difference for generations to come
- ◆ The Board Of Appraisers has recommended to make that difference

Average Water Customer Bimonthly

	Residential (1,400 cf)		Nonresidential (7,600 cf)	
	Ave. Bill	Increase	Ave. Bill	Increase
2016	\$24.77	\$2.32	\$78.87	\$10.42
2017	\$28.19	\$3.42	\$103.76	\$24.89
2018	\$32.05	\$3.86	\$135.56	\$31.80

Average Irrigation Customer Annual

Medium Lot	Residential (7,900 cf)		Nonresidential (25,000 cf)	
	Average Bill	Increase	Average Bill	Increase
	\$97.58	\$37.38	\$98.46	\$-44.46

Small Water Customer Bimonthly

	Residential (700 cf)		Nonresidential (3,800 cf)	
	Ave. Bill	Increase	Ave. Bill	Increase
2016	\$19.10	\$3.02	\$47.71	\$-0.22
2017	\$21.75	\$2.65	\$62.72	\$15.01
2018	\$24.70	\$2.95	\$81.98	\$19.20

Small Irrigation Customer Annual

Small Lot	Residential (6,000 sf)		Nonresidential (10,000 sf)	
	Average Bill	Increase	Average Bill	Increase
	\$77.68	\$28.62	\$56.65	\$-15.85

Large Water Customer Bimonthly

	Residential (2,800 cf)		Nonresidential (15,200 cf)	
	Ave. Bill	Increase	Ave. Bill	Increase
2016	\$39.47	\$3.30	\$141.19	\$29.42
2017	\$44.08	\$4.61	\$185.84	\$44.65
2018	\$49.27	\$5.19	\$242.72	\$56.88

Large Irrigation Customer Annual

Large Lot	Residential (20,000 sf)		Nonresidential (50,000 sf)	
	Average Bill	Increase	Average Bill	Increase
	\$224.30	\$93.02	\$182.08	\$28.42

Domestic Hookup Fee (Per EDU Proposed)

◆ Existing	\$752	Increase
◆ Oct. 1, 2016	\$1,552	\$800
◆ Oct. 1, 2017	\$2,500	\$948

Irrigation Hookup Fee (1")

◆ Existing	\$329	Increase
◆ Oct. 1, 2016	\$520	\$191

Wastewater Hookup Fee (Res Per EDU)

◆ Existing	\$2,888	Decrease
◆ Oct. 1, 2016	\$2,601	-\$287

- ◆ Latecomer agreement can offset developer costs
- ◆ Below cost of service hookup fees will reduce developers ability to recover under latecomer agreement
- ◆ Staff proposes to fully develop policy and standard latecomer agreement by October 1, 2016
- ◆ Nampa's last wastewater rates increase included funding for system reinvestment
- ◆ The Council has established a path for street funding to address pavement management
- ◆ The rates as proposed will fund system reinvestment in water and irrigation
- ◆ Fully funding the water system master plan has downward pressure on property taxes
 - The Asset Management Plan (pipeline replacement) focuses on industrial development
 - Improved fire protection supply enables industrial development to occur
 - The proposal as presented is directly in line with the **City of Nampa Mission Statement**
- ◆ Thank you for your time and consideration

No one appeared in favor of the request.

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David Bills, 3400 Montego Way, spoke in favor of the irrigation rates as presented and commented on the cut off going from 700 cf to 800 cf for the domestic water increase but did not agree with the methodology used for the increase to hookup fees. Several of the people that signed up against the increase were in support of David's comments.

Those appearing in opposition to the request were: David Ferdinand, 2419 West Herron Loop; Hubert Osborne, 4199 East Switzer Way; Jason Risch, 407 West Jefferson, Boise; Gene Borman, 511 Morning Sun Court; Gene Oaklund, 15849 Orchard Avenue; Charles Fuller, 116 South Locust Street; Chip Kinzler, 746 Heather Wood Drive.

Councilmember Haverfield asked questions of Jason Risch.

Michael Fuss presented a rebuttal to items that were brought up in the public hearing.

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

MOTION CARRIED

Mayor Henry summarized what staff was looking for from Council.

Councilmember Haverfield asked Legal if he had any issues with the methodology that was used in the calculations of the increases.

Mark Hilty agreed that it is a complicated area. My assessment was that I did not see a component in there (I agree with Mr. Risch that the case does require an equity buy in). I did not see an apparent problem with the formula.

It does make sense with the hookup fees and to push that off until the next meeting. The latecomers fee is not anything that is being asked for tonight.

Councilmember Raymond asked questions about the irrigation rates and how we collect the fees.

MOVED by Skaug and **SECONDED** by Bruner to **approve fiscal year 2016 COSA Hybrid 2 – Base Fee for Irrigation Water (slide 38 of presentation)** (a) fee per parcel Full Benefit \$14.84 and No Benefit \$14.84; **Area Fee – Residential** (b) Fee per square foot, Tier 1 up to 21,780 square foot – Lot Size Tier 1 Full Benefit \$0.010473 and No Benefit \$0.002618; Lot Size – Tier 2 Full Benefit \$0.000769 and No Benefit \$0.000192; **Area Fee – Non Residential** (b) Fee per square foot, Tier 1 up to 21,780 square foot Pervious Area – Tier 1 Full Benefit \$0.016724

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and No Benefit \$0.004181; Pervious Area – Tier 2 Full Benefit \$0.001227 and No Benefit \$0.000307 and authorize the City Attorney to draw the appropriate Resolution.

Councilmember Levi addressed her concerns on the increase of the irrigation rates.

Councilmember Skaug asked about homes being taken by the City.

Mark Hilty stated that there is a statue that could result in forfeiture for unpaid irrigation assessments.

City Treasures stated that the City does put liens on property if they are three years delinquent but have not exercised the right of auctioning the property.

The Mayor asked for a roll call vote with Councilmembers Haverfield, Raymond, Bruner, and Skaug voting **YES**. Councilmember Levi voting **NO** and Councilmember White was **ABSENT**. The Mayor declared the

MOTION CARRIED

Mayor Henry said that the SRF 3 tier for one year would take care of the equity issue.

Councilmember Raymond was not in favor of the increase in water.

Councilmember Skaug asked if the increase would be for about two bottles of water on their bi-monthly fee.

Councilmember Bruner asked about the hookup fees.

Councilmember Haverfield asked if they did this for one year and decided not to go down that path, would the fee increase stay?

Councilmember Levi said that she was concerned about the increase to lower income people.

MOVED by Levi and **SECONDED** by Haverfield to **approve COSA SRF 3 Tier rates for domestic water first year increase effective 3/1/2016 (slide 29 of presentation) – Bi-monthly fixed charges** Based on meter size (charges increase for meters > 1”); **Volume charges** – Residential - Block 1: 0-700 cf - Block 2: 701-1,400 cf – Block 3: > 1,401 cf; – Non-Residential - All usage at same rate; *Residential Fixed* 5/8” \$15.88; ¾” \$15.88; 1” \$15.88; 1 ½” \$23.05; 2” \$33.96; *Residential Volume (3 Tier)* – Allowance n/a; Block 1 \$0.46/100 cf; Block 2 \$0.81/100 cf; Block 3 \$1.05/100 cf; *Rate multiplier of 2.0 applied to all outside city customers; *Non-Residential Fixed* 5/8” \$16.55; ¾” \$16.55; 1” \$16.55; 1 ½” \$23.77; 2” \$34.19; 3” \$76.96; 4”

Regular Council
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\$107.40; *Non-Residential Volume* – Allowance n/a; Block 1 all usage \$0.82/100 cf. * Rate multiplier of 2.0 applied to all outside city customers. The Mayor asked for a roll call vote with Councilmembers Skaug, Bruner, Haverfield, Levi voting **YES**. Councilmember Raymond voted **NO** and Councilmember White **ABSENT**. The Mayor declared the
MOTION CARRIED

Mark Hilty said that staff just needs to make sure that the public is aware of what parts of the public hearing will be opened up for more public testimony.

MOVED by Bruner and **SECONDED** by Haverfield to **continue the public hearing** until the next meeting so more discussion can be heard on the hookup fees and that public comment will be taken. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

Councilmember Haverfield asked about the new miscellaneous fees and the existing fees.

MOVED by Skaug and **SECONDED** by Bruner to **approve the following miscellaneous domestic and irrigation water rates and fees (slide 58 in presentation)**: After Hours Fee \$40.00, Past Due Fee \$40.00, Tampered Meter Box \$50.00, Damaged Meter \$100.00 + Parts, Domestic Service Charge \$30.00, Irrigation Service Charge \$30.00, M&M Subdivision - Fixed Charge \$67.87, 1" Service Riser \$75.00, Service Line Boring Pass Through Cost, Main Line Construction (per ft) Pass Through Cost, Curb Stop Removal \$100.00, 1" Meter Connection Fee \$452.00, 1.5" Meter Connection Fee \$662.00, 2" Meter Connection Fee \$844.00, 1" Domestic Service Line Fee \$1,459.00, 1.5" Domestic Service Line Fee \$1,830.00, 2" Domestic Service Line Fee \$2,346.00, 1" Irrigation Service Line Fee \$1,623.00, 1.5" Irrigation Service Line Fee \$1,705.00, 2" Irrigation Service Line Fee \$1,787.00, Monthly Budget Billing - Inside City ½ Inside City Bi-Monthly Base Charge, Monthly Budget Billing - Outside City ½ Outside City Bi-Monthly Base Charge. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

The Mayor adjourned the meeting at 9:45 p.m.

Passed this 19th day of January, 2016.

MAYOR

ATTEST:

Regular Council
January 4, 2016

CITY CLERK

REGULAR NAMPA AIRPORT COMMISSION
December 14, 2015

The meeting was called to order at 5:30 pm by Vice Chairman Tom Howard

Roll Call:

- Members Present: Tom Howard, Mark Miller, Russ Sperry
- Council Liaison:

Proposed amendments to the agenda; Gary Bartlow asked if the Commission could discuss the grading of lots 2002-2008. The Commission agreed to add this item to the agenda under Airport Business.

MOVED by Miller, and seconded by Sperry to approve the minutes for the Regular meeting of November 9, 2015.

MOTION CARRIED

Staff Report:

Michael Fuss, Public Works Director, presented the following staff report:

- Open Units; Wait List; Fuel Report.
- Airfield Conditions; RWY/TWY & Apron in good shape; RWY/TWY lighting systems operating normally; PAPI, operating normally, Alignment checked and cleaned; AWOS is operating normally.
- Miscellaneous; Repaired water line in the Terminal mechanical room; A NOTAM has been issued for the crane located off the west side of the Airport; Rodent control is ongoing; Preparing for winter conditions.
- A letter has been sent to Mike Dobbins regarding hangar 0450 reverting to the City on March 1, 2016.
- Staff is working with JUB to complete survey work for the east lots and the gas mainline easement.

Grant Report:

AIP-025 – Tom Lemenager, J.U.B. Engineers, quickly reviewed the construction project: Rehabilitate Taxilanes & Remove and install 700 feet of existing fence. The final report has been sent to the FAA.

AIP-026 – J.D. Heithoff, J.U.B. Engineers, reported the Wildlife Hazard Assessment is at the halfway point. The monthly visits all have included evening, night time, early morning and late afternoon wildlife surveys. At this point the biggest issues seem to be sea gulls and geese. The monthly surveys will continue for six more months.

AIP-27 (Anticipated) - Tom Lemenager, J.U.B. Engineers, also updated the Commission on our next AIP project; Planning for the Environmental Assessment for the Land Purchase in the runway 11 RPZ. The FAA requires an Environmental Assessment before a land purchase. A scope of work has been submitted to the FAA and is awaiting FAA approval.

AIRPORT BUSINESS

Update on Lots 2002-2024 FAA Environmental Assessment requirement –Tom Lemenager, J.U.B. Engineers, reported their Environmental Specialist out of Salt Lake City has completed the Draft CATEX. They anticipate sending to the FAA in the next two days. They are hoping for a quick review from the FAA.

REGULAR NAMPA AIRPORT COMMISSION
December 14, 2015

Update of Lots 2018-2024 Watermain relocation / abandonment – The Public Works Director reported the Water Department is on board to cap off the line. At this time we need to coordinate the work with the Schelhorns.

Affirm decision to eliminate the background check process – Commissioner Howard reviewed with the Commission at the November Meeting the Commission voted to eliminate the Criminal and Financial Background checks with the stipulation the decision would be revisited at the next meeting. The Commission indicated they had not changed their minds on eliminating the background checks.

MOVED by Miller and seconded by Sperry:

The Airport Commission hereby upholds the decision to eliminate the financial and criminal background check process.

MOTION CARRIED

Request from Dionne Properties (Brad Dionne); has received an offer to purchase the hangar improvements on Lot #2238 from Greg Chavez; Agreement to Terminate Lease with Dionne Properties for Lot #2238 dated 08-05-03; contingent on sale of hangar and lease approval for Greg Chavez effective January 1, 2016; Approve new Standard Land Lease and Memorandum of Lease with Greg Chavez for Lot #2238 for a 60'w x 60'd hangar; term of agreement 01-01-2016 to 12-31-2036. – The Public Works Director presented the request.

The Commission discussed the sale.

MOVED by Miller and seconded by Sperry:

The Airport Commission hereby recommends to the City Council that they authorize the Mayor to sign the Agreement to Waive First Right of Refusal and Terminate Lease with Dionne Properties, LLC dated 08-05-03 and sign a new Standard Land Lease with Gregory Chavez effective January 01, 2016.

MOTION CARRIED

Review Building Plans for Tim and Julie Schelhorn Lots 2010-2016 – The Commission reviewed the building plans for Lots 2010-2016 and acknowledged that JUB has reviewed the drainage plans. The Commission stamped and signed the plans.

Review Gary Bartlow concerns with grading for lots 2002-2008 – Gary Bartlow reported to the Commission there is an issue with the taxiways on the east and west of the proposed hangar location. He indicated the slope to have a ramp to doors on both sides is an issue. One side is a 1% slope; this would make the other side 3%. He would like to put an 8 inch overlay over the taxiway to the east to even out this discrepancy in the slope.

Tom Lemenager, J.U.B. Engineers, advised the Commission there is a variance in grading from corner to corner on the East side of the Airport. The main section that has been previously developed, the grading was designed to allow for dual entry on some hangars and others would allow for single sided entry only. He does not know if the grade in the new area was looked at to allow for dual entry. He also indicated the FAA would not fund repaving the taxiways at this time.

REGULAR NAMPA AIRPORT COMMISSION
December 14, 2015

Mr. Bartlow indicated he would bear the cost of an overlay.

The Commission discussed the overlay and determined this would impact the development to the east and is not an option. The Commission asked Mr. Barlow to confirm his survey data and to consider reworking a dual entry with a 2% slope.

Second review of updated Standard Land Lease Agreement – The Commission went through the Lease by each paragraph and indicated the paragraphs they had questions about.

Section 2 – Question the 10 year extension – after discussion no change.

Section 4 – Should it read Flyable Aircraft storage - after discussion no change.

Section 7 – Question the ability to adjust the rate in years ending in 0 and 5. The Commission indicated a concern that rates could increase by anything with this clause. In discussion it was indicated anything over 5% requires public hearing at the Commission and Council levels. They would like to have this clarified in the lease.

Section 8 – Question the Survey being reimbursable - after discussion no change.

Section 11 – Would like clarification of the 60 day period.

Section 12 – Question no subleasing - after discussion no change.

Section 24 – The Commission would like to see the City indemnified under the insurance requirements.

Section 27 – Would like clarification of maintenance of hangar ramps.

The Commission would also like to include a clear definition of the lease area including ramps and uncovered area and OFA for each hangar.

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

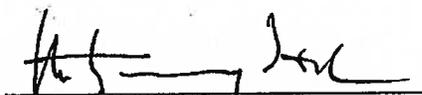
MOTION CARRIED

Vice Chairman Tom Howard adjourned the meeting at 6:30 PM

Passed this 11th day of January, 2016



COMMISSION CHAIRMAN



AIRPORT SUPERINTENDENT, SECRETARY

CITY OF NAMPA

NAMPA BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

Minutes of the Regular Monthly Committee Meeting

November 12, 2015

The regular monthly meeting of the Nampa Bicycle and Pedestrian Advisory Committee (NBPAC) was held in the Nampa City Hall council chambers on Thursday, November 12, 2015, beginning at 4:00 P.M., pursuant to notice duly posted by the City Clerk and provided to the individual committee members by e-mail. Present at the meeting were the following:

Committee Members Present:

- LaRita Schandorff, Chair
- Bruce Wiley, Acting Secretary
- Phil Peterson
- Eualeen Beukelman
- Jeremy Robbins

City of Nampa Staff:

- Karla Nelson, Community Planner
- Alex Hackett, Safe Routes to School Coordinator
- Kyle Christensen, NPD
- Cody Swander, Parks Department Superintendent

Others present:

- Tom Laws, COMPASS
- Alex Beukelman

1. Welcome. LaRita opened the meeting at 4:00 P.M.

2. Approval of minutes of the previous meeting. The minutes were approved as presented with no corrections. Motion to approve was made by Phil Peterson and seconded by Bruce Wiley.

3. Additions or changes to the agenda. Bruce requested a few minutes to discuss the bike lanes and sharrows at Ridgevue High School.

NEW BUSINESS

4. FTA 5307 grant application. The grant projects were discussed and minor wording changes were noted (maps and data attached). The application was unanimously approved by committee.

5. High 5 project recommendations. The possible projects for \$5000 recently made available was discussed. The committee decided to recommend use of the funds to promote and pay to encourage kids to participate in the annual Harvest Classic fun run as a part of promoting exercise for our young citizens. A motion to approve was made by Phil Peterson, seconded by Bruce Wiley and carried unanimously.

Also under consideration was a remaining \$28,000 from the original High Five grant and how the funds would be best invested. After discussion the final unanimous agreement was to put it towards the new Edwards Pathway to be built this coming year. This would also include signage and recognition of Blue Cross as the source of funding.

6. End of year report. Bruce Wiley put together a report of bike and pedestrian projects completed this past year in Nampa and published it on the www.bikewalknampa.org blog. A printable copy will be made available for committee members as well as for city use.

7. Bike and Walk to Downtown ribbon cutting. A formal ribbon cutting ceremony was discussed but the actual date is still up in the air. No decision was made at this time other than we do want to have a ceremony at the appropriate time.

8. Bike and Ped counter report. Tom Laws brought the initial data produced by the Wilson Creek Pathway permanent counter and they were quite impressive with a daily average of 236 pedestrians and 41 cyclists (Complete report attached). There is a problem with the counters by NNU so no data was to be had.

9. Ridgevue High School bike lanes. Bruce mentioned that he noticed the bike lanes and sharrows around the new Nampa high school are in one direction only on Madison and Linden. He voiced concern that this is improper and perhaps dangerous and is waiting to hear back from Highway district #4 in regard to this.

ADJOURNMENT

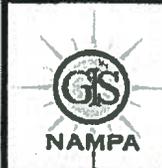
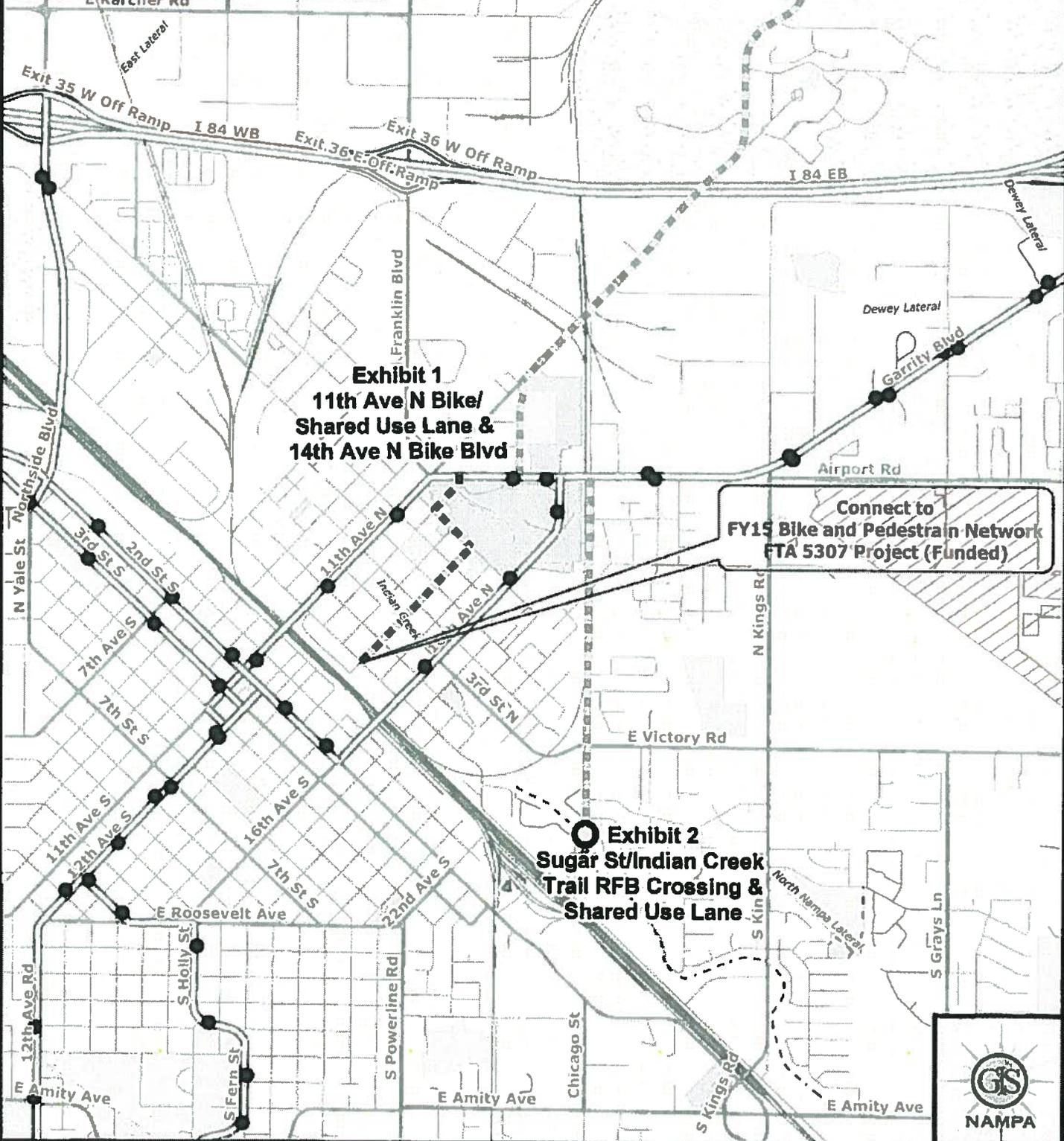
10. Adjournment. There being no further business to be brought before the committee, the meeting was adjourned at 5:00 PM.

Submitted by Bruce Wiley

Exhibit A Vicinity Map Application No. 1

	RFB Crossing		Routes		Landuse
	Valley Regional Transit				
	Regional Bus Stops				
	Transit Routes				
	Bicycle Facilities				
	Bike Blvd				
	Shared Lane Markings				

11/12/2015
For illustrative purposes only.



Sugar St/Indian Creek Trail

Routes

- Local Road
- Trail
- Railroads
- Waterways
- Crossings



Street Light



Rapid Flashing Beacon (RFB)



Sidewalks/Ramps



N

For illustrative purposes only.

Exhibit 2 Application No. 1



Intersection Improvements: Rapid Flashing Beacon (RFB) crossing, street light, ADA pedestrian ramps, sidewalk/catch basin repair, thermoplastic striping, and signs.



Exhibit A Vicinity Map Application No. 2

PHB, RFB Crossing	Routes	Landuse
	Interstate	Airport
	Highway	Cemetery
	Major Road	Golf Course
	Local Road	Government
	Trail	Med cal
	Railroads	Park
	Waterways	School

11/12/2015
For illustrative purposes only.

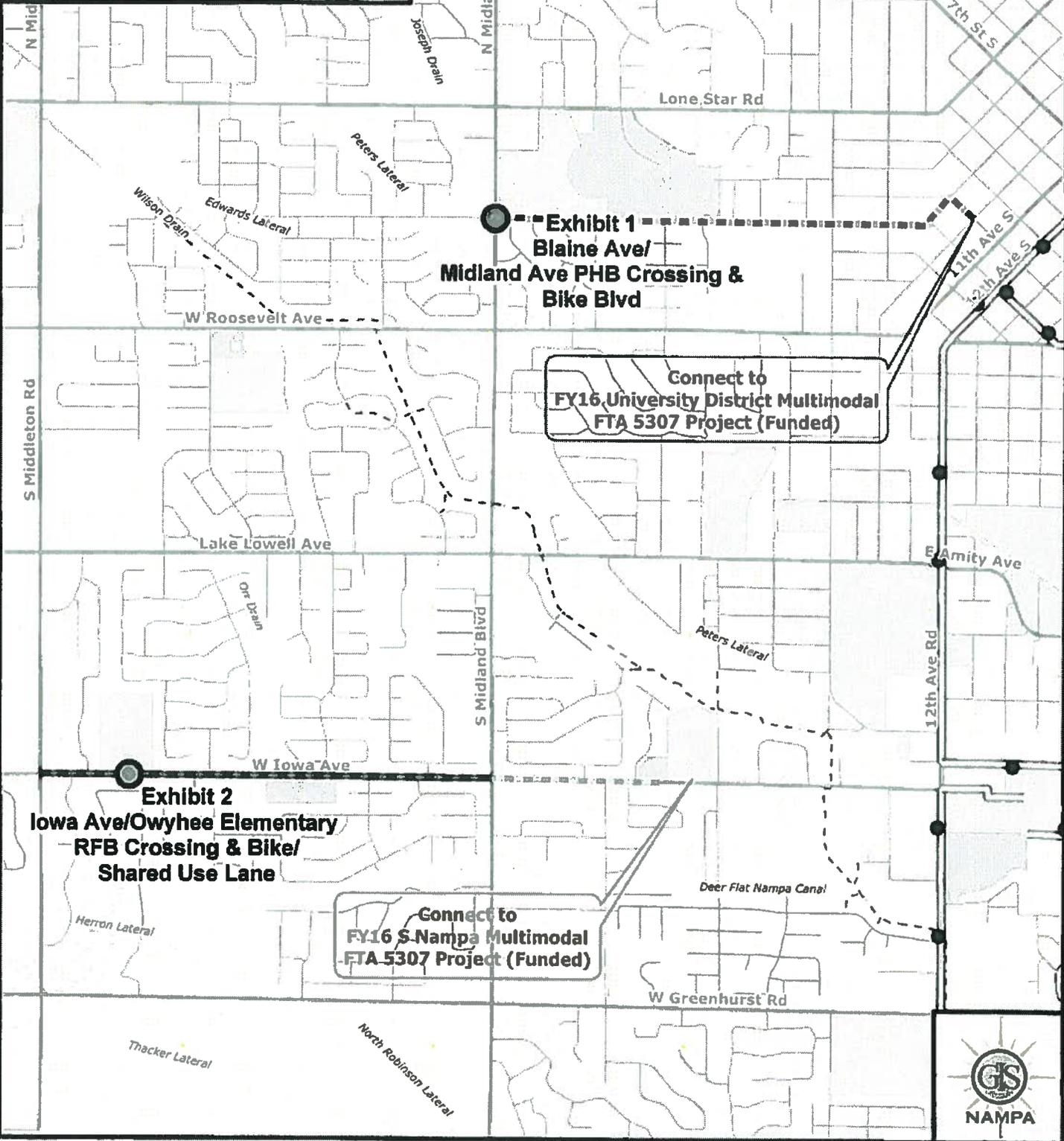


Exhibit 1 Application No. 2

Blaine Ave/Midland Ave

Routes

- Major Road
- Local Road
- Railroads
- Waterways
- Crossings

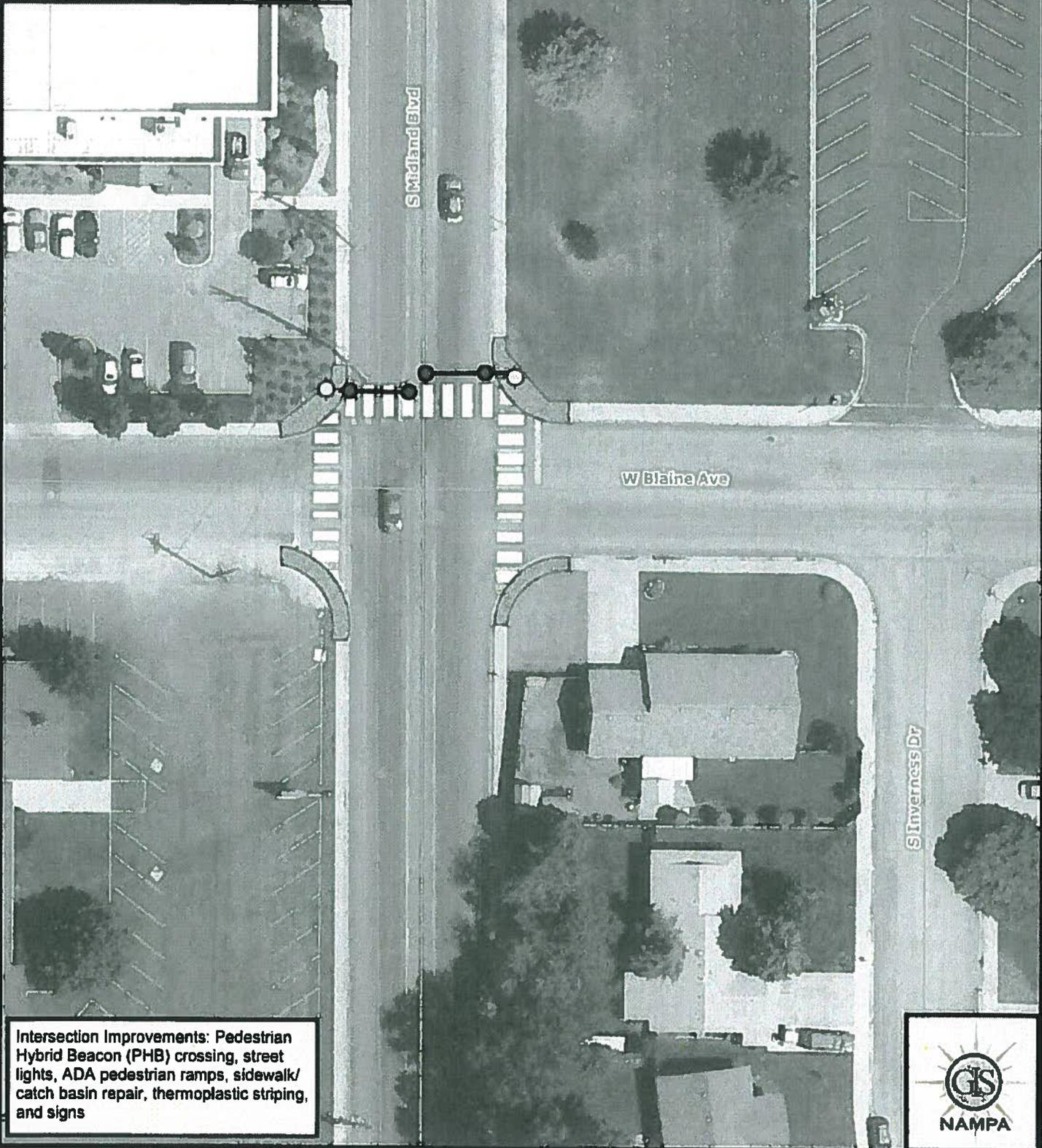
Street Light

Pedestrian Hybrid Beacon

Sidewalks/Ramps

N

For illustrative purposes only.



Intersection Improvements: Pedestrian Hybrid Beacon (PHB) crossing, street lights, ADA pedestrian ramps, sidewalk/catch basin repair, thermoplastic striping, and signs



Iowa Ave/Owyhee Elementary

Exhibit 2 Application No. 2

Routes

- Major Road
- Local Road
- Railroads
- Waterways
- Crossings

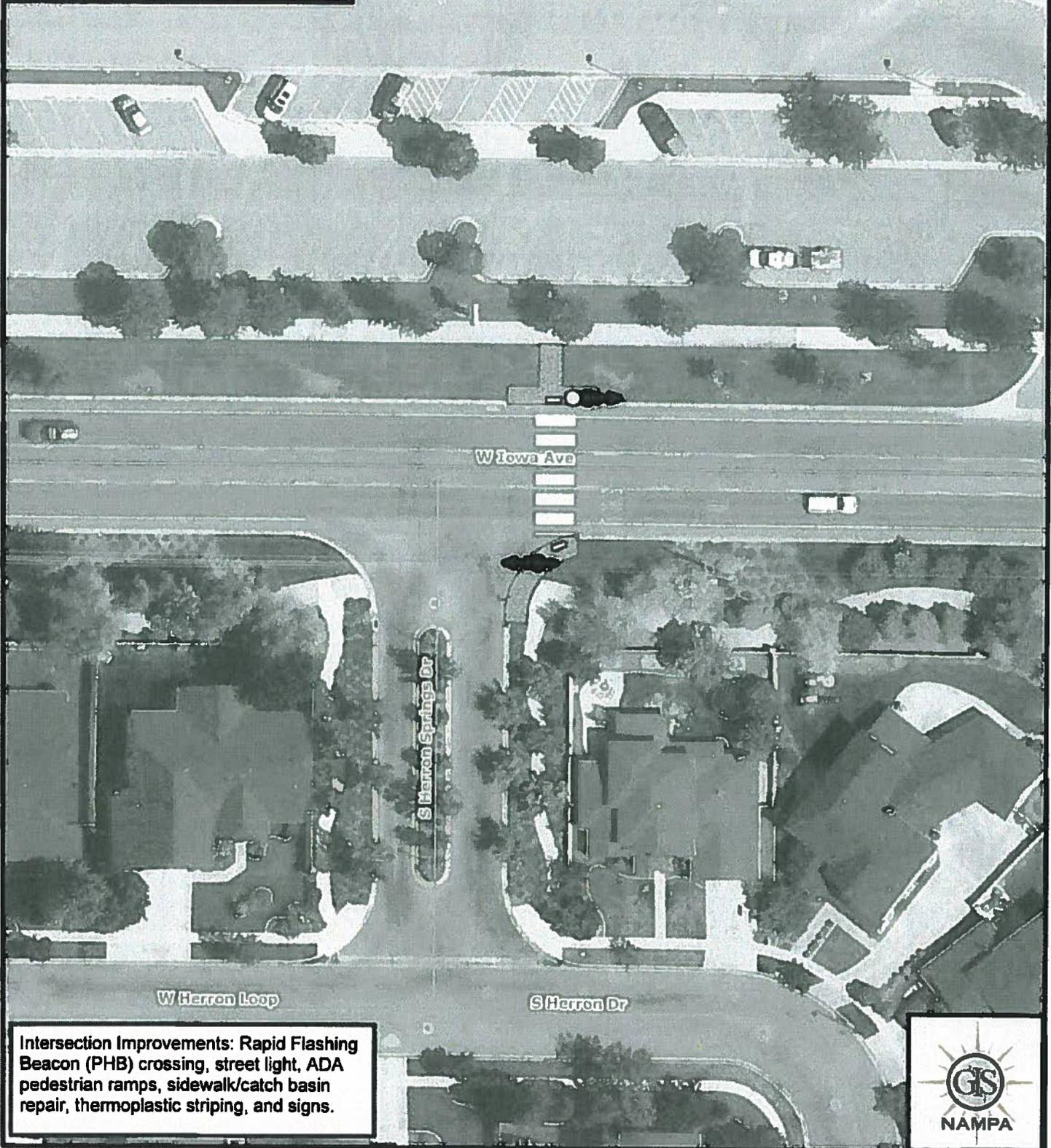
Street Light

Rapid Flashing Beacon (RFB)

Sidewalks/Ramps

N

For illustrative purposes only.



Intersection Improvements: Rapid Flashing Beacon (PHB) crossing, street light, ADA pedestrian ramps, sidewalk/catch basin repair, thermoplastic striping, and signs.

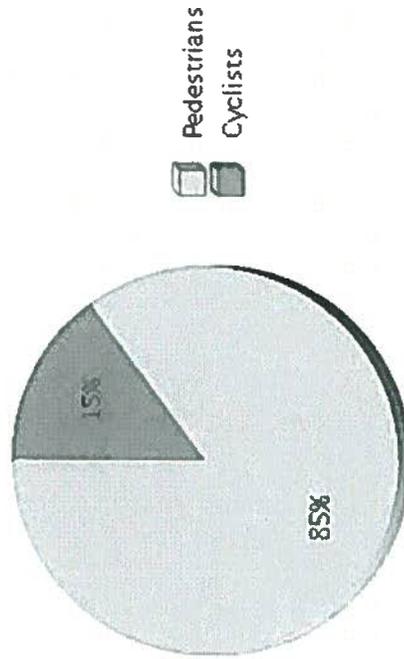


Wilson Pathway, Nampa

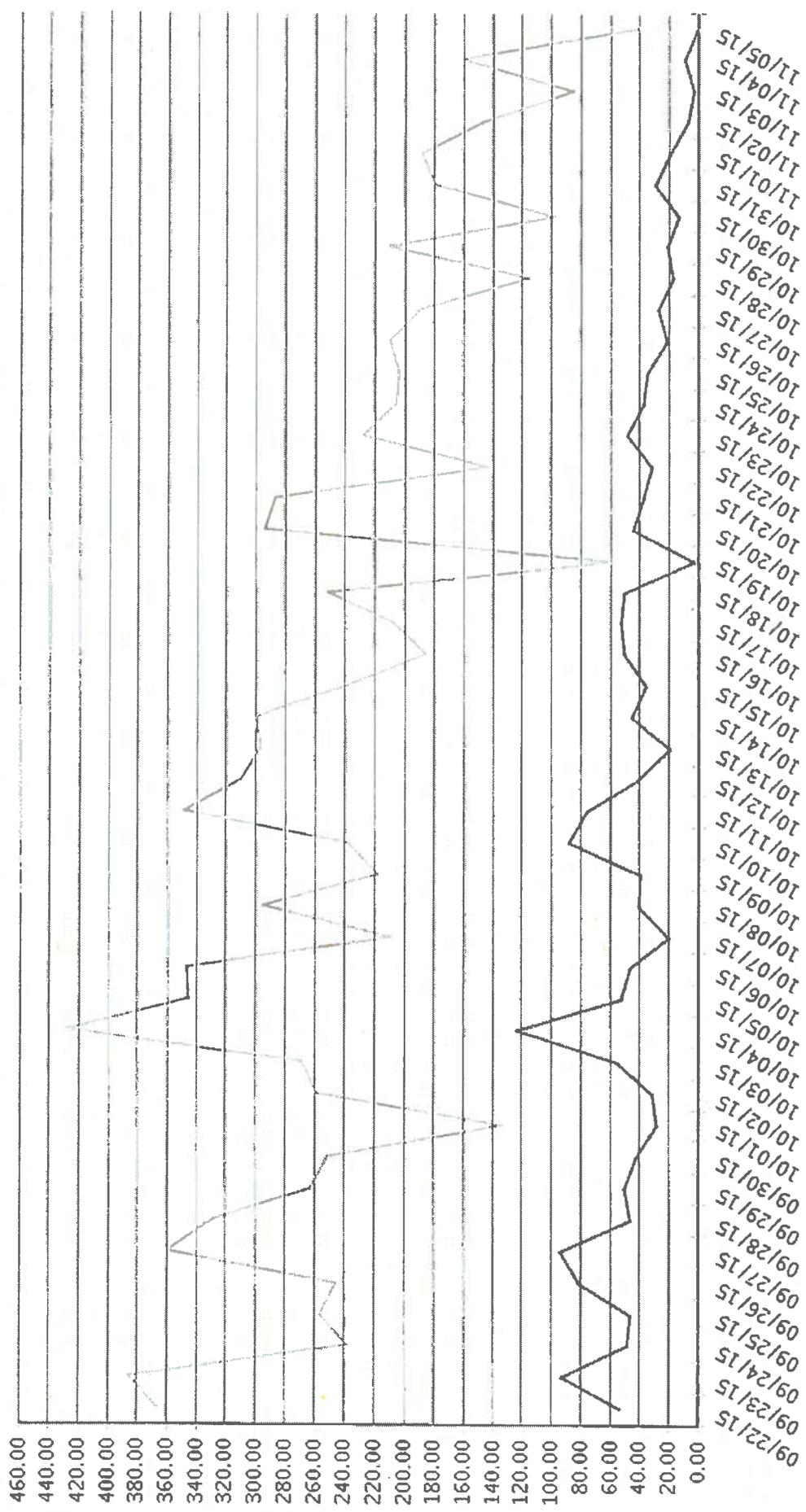
Period Analyzed: Tuesday September 22, 2015 to Thursday November 05, 2015



	Total Traffic for the Analyzed Period	Daily Average	Busiest Day of the Week	Distribution	
				IN	OUT
Pedestrians	10,623	236	Sunday	51	49
Cyclists	1,848	41	Sunday	47	53



Wilson Pathway, Nampa
Period Analyzed: Tuesday September 22, 2015 to Thursday November 05, 2015

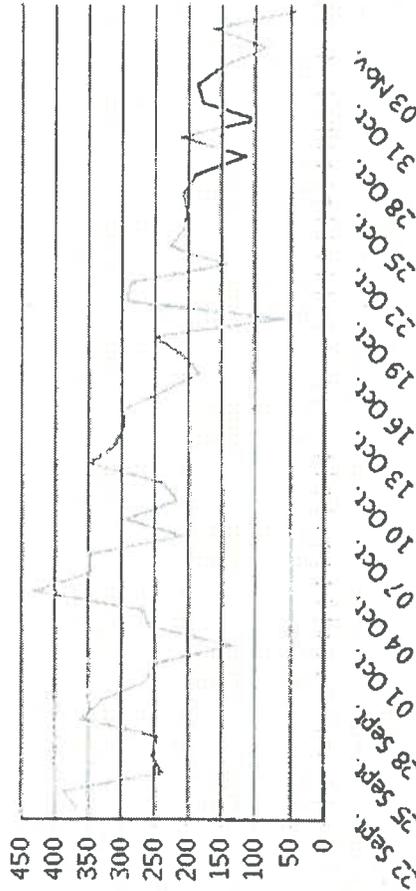


— Pedestrians — Cyclists

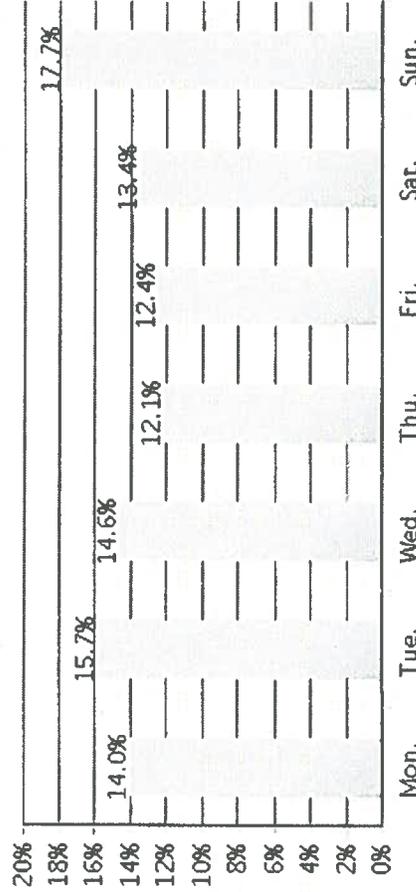
Wilson Pathway, Nampa (Pedestrians)

Period Analyzed: Tuesday September 22, 2015 to Thursday November 05, 2015

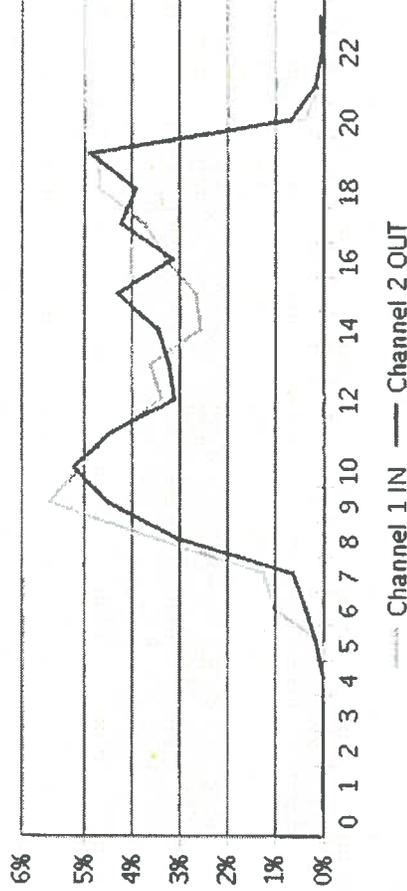
Daily Data



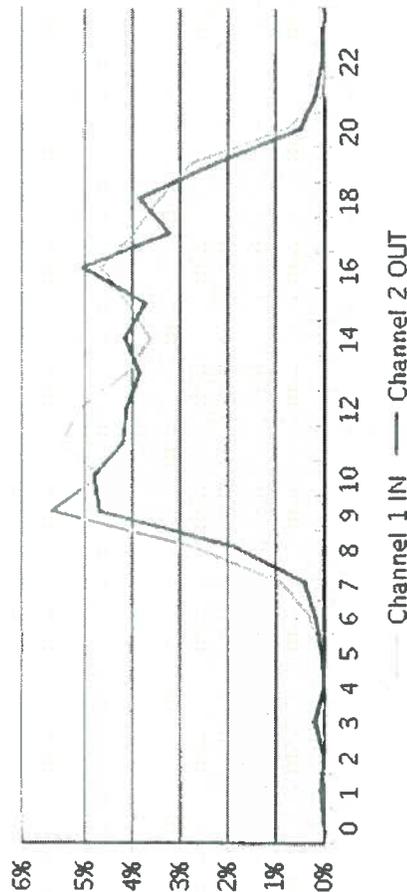
Weekly Profile



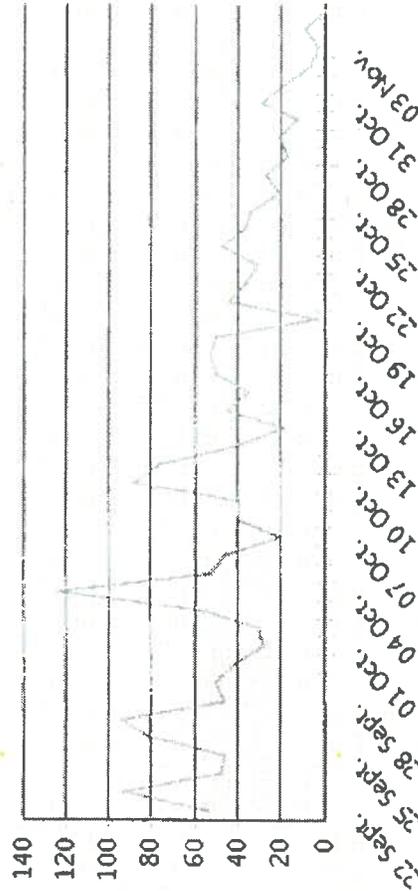
Hourly Profile during Weekdays



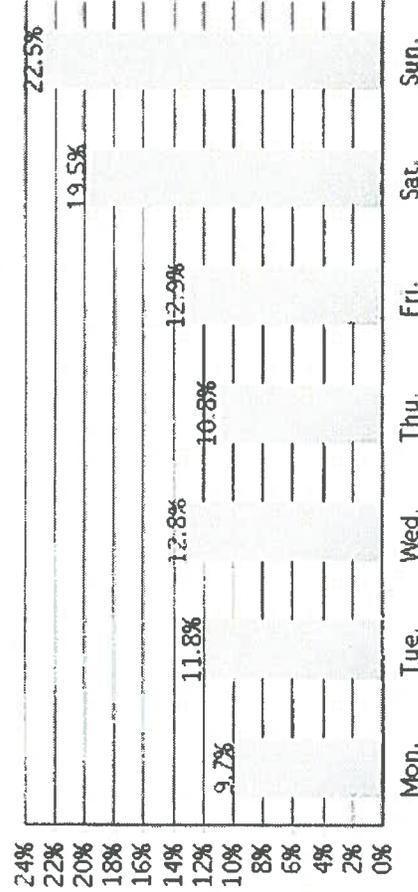
Hourly Profile during the Weekend



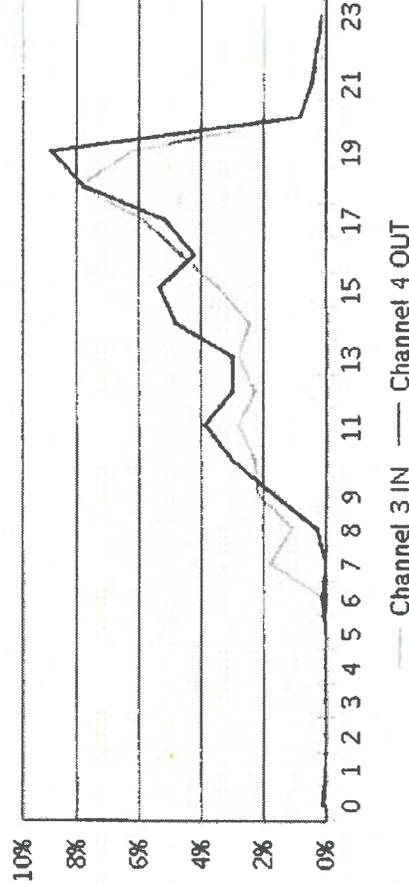
Daily Data



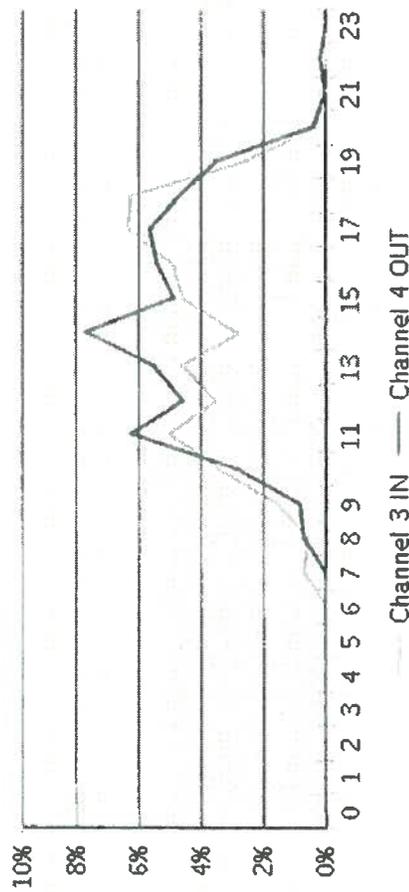
Weekly Profile



Hourly Profile during Weekdays



Hourly Profile during the Weekend



Nampa Bicycle and Pedestrian Improvement Projects for 2015

by Bruce Wiley

We're nearing the end of another year and our city's bike and pedestrian projects are coming to a conclusion for the season.

The Nampa Bicycle and Pedestrian Advisory Committee is pleased to say that we've had a good year making progress with new facilities that enhance the safety of our cycling and walking citizens.

Safety enhancement projects for cycling completed this year-

- At our request, in conjunction with the city of Caldwell, ITD has installed 4 miles of bicycle lanes on Caldwell and Cleveland Boulevards from Karcher to Linden with their 2015 resurfacing project to encourage bicycle travel between our two cities. These lanes are almost as wide as the vehicle travel lanes in some places, nice job ITD!
- The existing bike lanes on Karcher (connecting to the Treasure Valley Marketplace area) have been extended to Middleton Road as part of the ITD/ Nampa joint upgrade to that intersection. Another project NBPAC worked hard on to make happen.
- North Cassia St (between Home Depot and Karcher Mall) now has Sharrow markings in the travel lanes to indicate a bicycle route between Karcher and Flamingo Avenue and to increase driver awareness of cyclists in the road.
- Bike lanes have been included on Birch Lane between Madison and Northside as well as a quarter mile section of Birch heading west from Franklin.
- Madison Ave has new bike lanes between Birch and Karcher.
- The 16th Ave overpass now has bike lanes to help connect north Nampa to downtown & the south side, we've been pushing for this one about 5 years now! The big delay was the low height of the railing on the south side of the bridge which needed to be raised to a safe level.
- The new Ridgevue High School being built at Madison and Linden has a bike lane going north along the west side of the school as well as Sharrow markings in the east bound lane of Linden in front of the school.
- Three "Fixit" bicycle repair stands with tools and pumps were purchased by the parks department at our suggestion and installed at the new library downtown, the Nampa Recreation Center and the Lakeview Waterpark . "High Five" grant funds were used for this great addition.
- 50 "Share the Road" signs have been purchased and will be installed at strategic locations around town.
- Any new bicycle racks installed by a business in town must now conform to the Bike/Ped Master plan per a city zoning change.



Nampa Bicycle and Pedestrian Improvement Projects for 2015

Multiple Use Pathway (MUPs) Improvements

- The pathway along Front St. that is a section of our Downtown Access plan will be completed in November. This is a Multiple Use Pathway between 15th Ave S and 13th Ave S for bicycles as well as pedestrians.
- Pavement repairs to the Indian Creek Pathway, west end.
- Pavement repairs to the Wilson Creek Pathway after drainage repairs had been made by the irrigation district.

Signalized Pedestrian Crossings Installed

- A HAWK crossing (High-Intensity Activated crossWalk beacon) has been installed at the intersection of Colorado and 12th Ave Road across from the high school, an important safety upgrade!
- East Greenhurst Road/ East Valley Middle School (installed)
- East Amity Avenue/ Murray Street (in construction)

Future Projects

- 12 more pedestrian crossings are in the works to be signalized in the near future.
- More bike lanes will be included with each year's road maintenance schedule including Garrity Blvd lanes from 11th to Grant in FY2017.
- We're awaiting approval from ITD to install a bike corral at the library block. (It's their road).
- Proposed subdivisions promise to expand the Wilson Creek Pathway in the future.



*Note: New bike lanes are added as maintenance work is scheduled for a particular street section that is so designated on the bike/ped master plan and if enough room is available for the additional lanes.

Nampa BPAC

What does the Nampa Bicycle and Pedestrian Advisory Committee do? We meet every month and look at the items below as well as tackle problems and safety issues that may have been brought to our attention.

We:

- Review and recommend projects for compliance with the Nampa Bicycle and Pedestrian Master Plan.
- Review city transportation projects proposed by staff for compliance with the Nampa Bicycle and Pedestrian Master Plan and make recommendations to staff or City Council.
- Review and recommend policy/text changes as they pertain to the Bicycle and Pedestrian Master Plan and Transportation Plan.

Nampa Bicycle and Pedestrian Improvement Projects for 2015

- **Seek grant funding opportunities.**
- **Educate and promote active transportation.**
- **Promote and support community events as they pertain to connectivity, active transportation and healthy living in the Nampa community.**

The committee members presently are-

- **LaRita Schandorff, chair**
- **Adam Haynes, vice chair**
- **Phil Peterson**
- **Bruce Wiley**
- **Jeremy Robbins**
- **Meggan Manlove**
- **Eualeen Beukelman**

Many thanks go to the mayor and city staff for their cooperation with our vision for a safer, healthier Nampa.

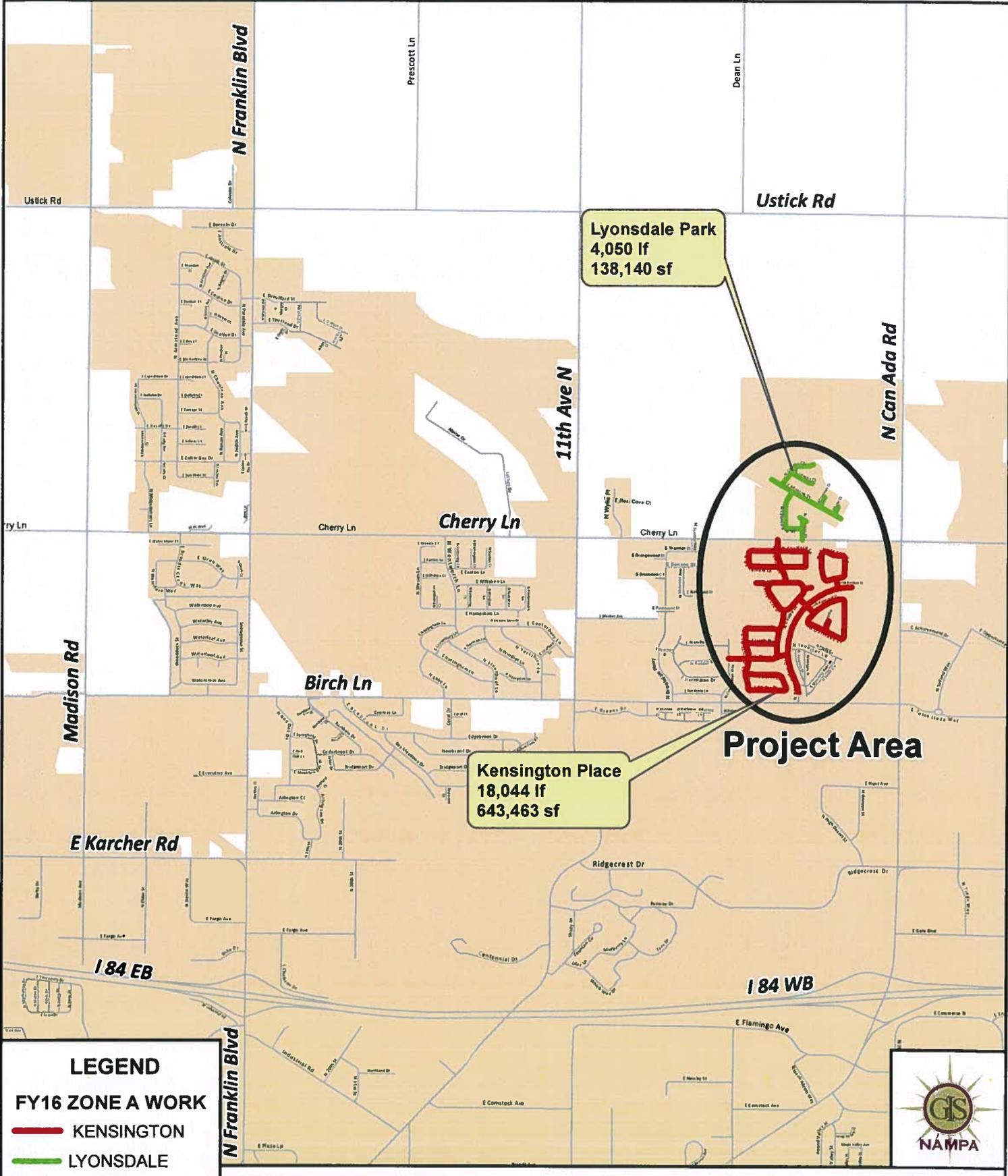
CONSENT TO BID

FY16 Zone A Residential Chip/Crack Seal Maintenance

- The Public Works Department implemented the Pavement Management Program, part of the overall Asset Management Plan, in 2008 to strategically preserve the city's transportation infrastructure.
- The goal is to extend the life of roadways using lower cost maintenance treatments before they fall below a critical Pavement Condition Index (PCI) level. Costs increase steeply when maintenance is deferred below this threshold.
- Keeping a good road good will extend the usable life of a roadway and make the best use of limited maintenance and repair resources.
- Streets and Engineering Divisions assessed the condition of roadways in FY16 Zone A and identified appropriate maintenance treatments.
- Based on PCI data and other criteria, staff selected roadways within Kensington Place and Lysondale Park Subdivisions (see Exhibit A).
- City Council authorized \$300,000 to fund residential roadway maintenance from the FY16 Streets Pavement Management budget.
- A design services contract was approved with Paragon Consulting Inc. for \$24,975 for design, bid preparation and inspection services
- Design and construction includes both crack maintenance and chip seal using ¼" aggregate.
- Engineering Division recommends authorization of this bid process.

REQUEST: Council authorize Engineering Division to proceed with the formal bid process for the FY16 Zone A Residential Chip/Crack Seal Maintenance.

EXHIBIT A FY-16 ZONE A RESIDENTIAL CHIP/CRACK SEAL MAINTENANCE PROJECT VICINITY MAP



Lyonsdale Park
4,050 lf
138,140 sf

Kensington Place
18,044 lf
643,463 sf

Project Area

LEGEND

FY16 ZONE A WORK

- KENSINGTON
- LYONSDALE
- City Limit



CONSENT TO BID
Madison South of I-84 Domestic Pipeline Project

- The Council has authorized FY16 budget for the Madison Pipeline Construction Project.
- Project cost will be paid for out of FY16 budget for Water Master Plan/Asset Management

Engineering and Bidding Services	\$50,900
Construction Estimate	<u>\$283,000</u>
Total	\$333,600

- Construction includes up sizing an existing water main of approx. 2100 feet of new pipeline and assemblies in the roadway to increase fire flows for the area. This project is a continuation of the FY 15 Madison project which included a bore under I-84 for a north/south connection to North Madison (Exhibit A).
- The project will include fire flow upgrade for a new brewery.
- Advertisement for bid is anticipated in January / February with construction complete in April.
- Engineering Division recommends authorization for the bidding process

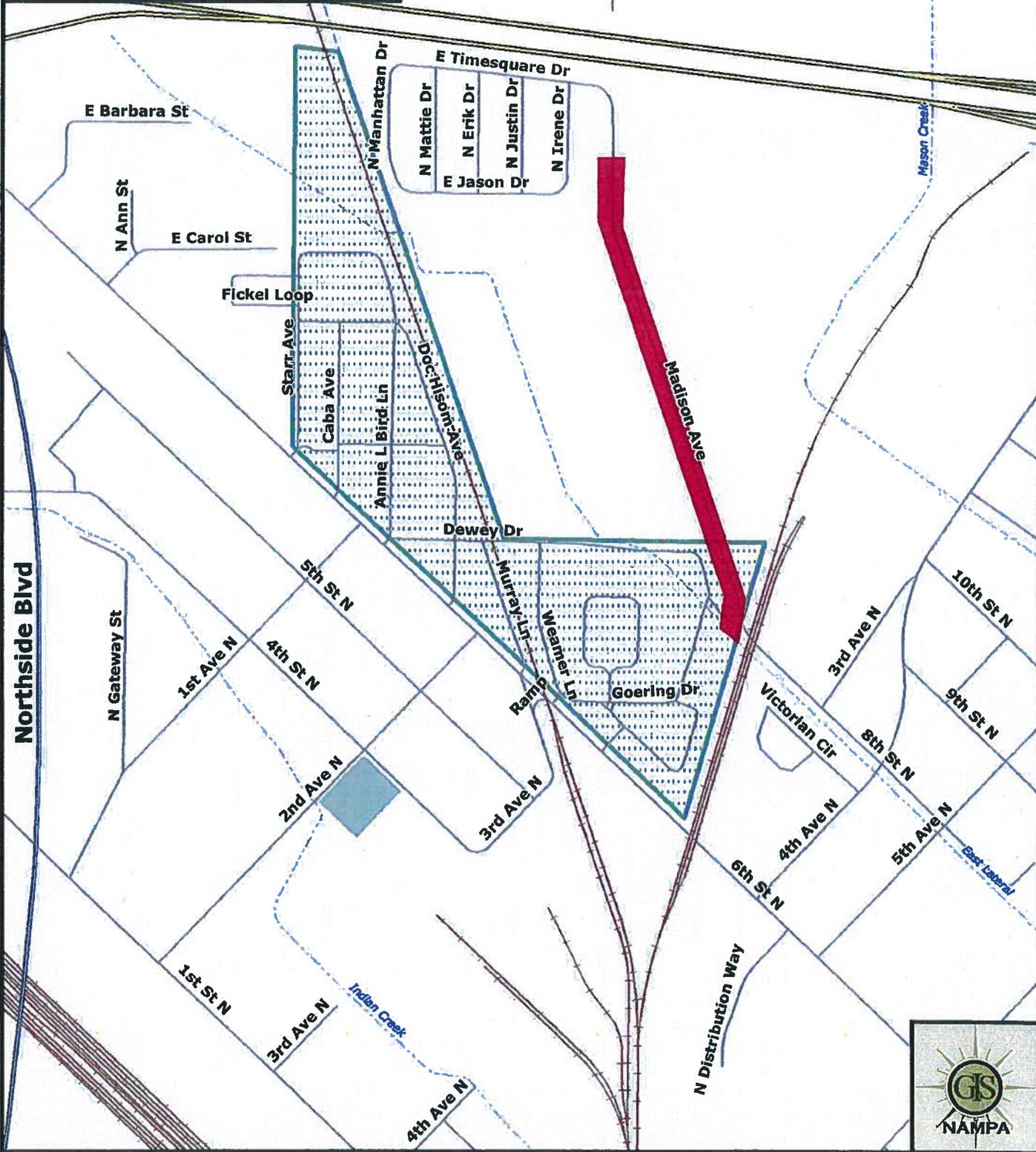
REQUEST: Council to authorize Engineering Division to proceeding with the formal bid process for the Madison South of I-84 Domestic Pipeline Project.

Madison Ave Waterline

Routes	Landuse
Interstate	Airport
Highway	Cemetery
Major Road	Golf Course
Local Road	Government
Trail	Medical
Railroads	Park
Waterways	School

Madison Ave Waterline
 9/2/2015
 For illustrative purposes only.

Exhibit A



CITY OF NAMPA
REGULAR COUNCIL MEETING
January 19, 2016
Staff Report by Karla Nelson, Community Planner

Northeast Nampa Specific Area Plan

The City of Nampa Planning Department is developing a Specific Area Plan for Northeast Nampa. The planning process kicked off during the fall of 2014 with a survey that went out to property owners and businesses in the planning area. During the spring of 2015 a Technical Advisory Committee (TAC) of key area stakeholders formed in order to help shape the plan. Elements developed by the TAC included the plan vision, key issues and potential future land use map changes. Plan elements were shared with the broader public during August and September of 2015. A summary of the public comment period is attached as Exhibit A.

During the public comment period opposition was expressed for three of the proposed future land uses.

- The vast majority of comments received were in opposition to the proposed Community Mixed Use designation for land currently utilized by Centennial and Ridgecrest Golf Courses.
- Two comments were received opposing the existing High Density Residential designation along the eastern boundary of the Nampa Gateway Center adjacent to Autumn Wind Subdivision. These people would like the area to be designated BC Community Business.
- Two comments were received requesting that light industrial designations not be included in the future land use map for the planning area. Comments noted conflicts with existing industrial uses and nearby residential lands.

Plan Considerations:

1. Should land currently leased to Ridgecrest and Centennial Golf Course be included in the Northeast Nampa Specific Area Plan? If so, is the proposed Community Mixed Use designation appropriate?

Reason for Inclusion:

Idaho Department of Health and Welfare has developed a conceptual master plan for their Southwest Idaho Treatment Center (SWITC) land including Ridgecrest and Centennial Golf Course. If developed as described, activity will significantly increase in Northeast Nampa. Master Plan elements correspond with a Community Mixed Use future land use designation. Planning for Community Mixed Use in this area could influence how the remainder of the planning area functions. Considering this

proposed future development in the area plan may contribute to a more accurate and cohesive vision.

Reason for Exclusion:

Public comments received in August and September of 2015 strongly disapprove of the SWITC plan. Concerns include traffic impacts. Allowing the Department of Health and Welfare to bring forward any future land use changes at their convenience will permit time for them to determine traffic impacts and how they will be addressed. In addition, the detailed master plan developed for the Southwest Idaho Treatment Center offers a true mix of uses with high design guidelines. The feel and design of SWITC if developed as the master plan suggests will likely be different from the remainder of the Northeast Nampa planning area.

2. Should the High Density Residential designation at the east end of Nampa Gateway Center be replaced with a General Commercial designation?

Reason to Retain High Density Residential Designation:

During Technical Advisory Committee meetings it was suggested that additional residential will be needed in and around the planning area to create demand for evening uses such as restaurants. Nampa Gateway Center seems to be interested in creating a live work environment and has shown interest in developing an apartment at this site.

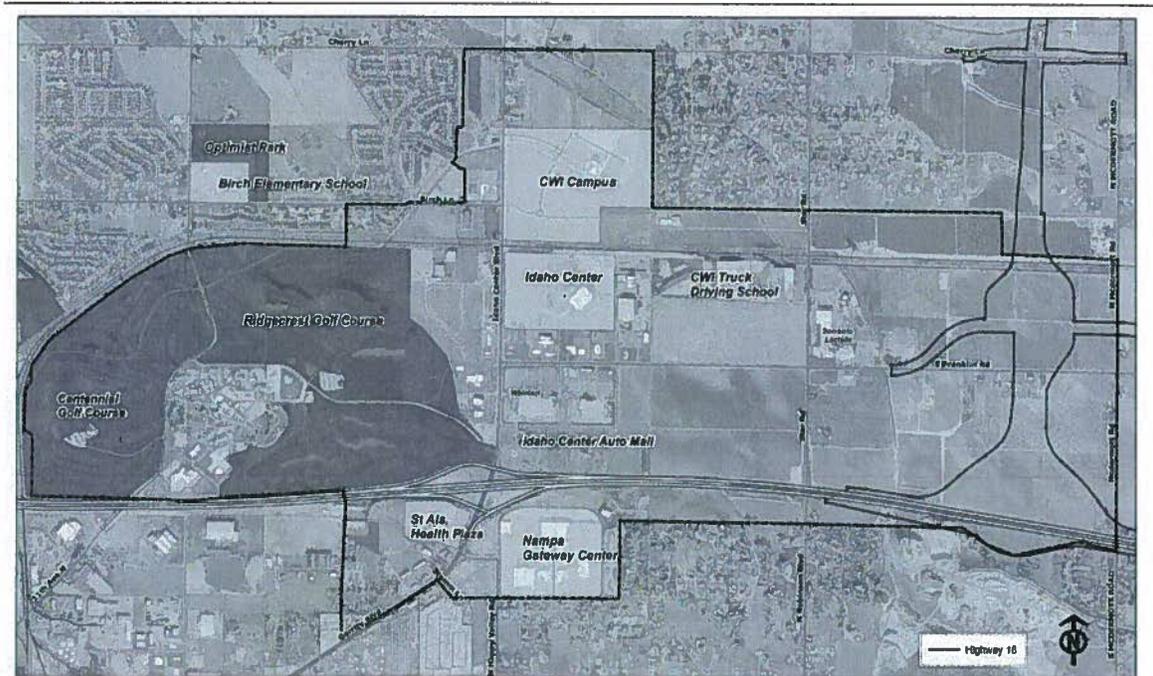
Reason to Propose Community Business Designation:

A land use application was recently brought forward to gain the necessary entitlements for a three to four story 161 unit apartment building at the east end of the Nampa Gateway Center. The request was denied for being incompatible with the surrounding neighborhood. Existing zoning is BC Community Business which would align with a General Commercial future land use designation.

3. In order to match existing zoning a large portion of land south of Franklin Road has a proposed future land use map change from Light Industrial to Business Park. In order to provide a buffer around existing industrial land staff does not propose changing any other existing industrial future land use designations.

Northeast Nampa Specific Area Plan

Public Comment Period
August - September, 2015



Overview

In order to identify compatible and appropriate future land uses the City of Nampa is developing a Specific Area Plan for Northeast Nampa. The planning process kicked off during the fall of 2014 with a survey that went out to property owners and businesses in the planning area. During the spring of 2015 a Technical Advisory Committee (TAC) of key area stakeholders formed in order to help shape the plan. Elements developed by the Technical Advisory Committee including the plan vision, key issues and potential future land use map changes were then shared with the broader public during August and September of 2015. This document summarizes this public comment period.

In order to finalize the plan additional meetings with the TAC and broader public will be needed.

Public Comment Period

Three public comment opportunities were provided in August and September of 2015.

Community Fun Night, August 6, 2015 – Target: General Public

- In order to reach a broad segment of the population, planning staff set up a listening booth at the Nampa Civic Center Community Fun Night. This venue was used primarily to educate the public on the planning process and to gather ideas on what people would like to see in Northeast Nampa.

Open House, September 1, 2015 – Target: Interested Public

- Residences and businesses in and around the planning area were sent an invitation to the open house. There was also a press release and information on the city website regarding the open house. Open house participants were able to view the proposed vision for the area, key issues, potential future land use map changes, planned transportation improvements and an overview of existing design guidelines for the majority of the planning area. Participants had the opportunity to provide comments.

Online Comments August 15-September 21, 2015 – Target: Interested Public

- Those who could not attend the open house were able to view display boards and provide comments on the City of Nampa Planning Department webpage. This opportunity was advertised via a press release and through invitations sent to property owners, residents and businesses in the planning area.

Community Fun Night

Approximately 1,000 people attended Community Fun Night in August of 2015. Many people casually looked at information on the Northeast Nampa Specific Area Plan table. Fifteen people signed in. Those interested were able to look at display boards highlighting potential future land use map changes, proposed transportation improvements, as well as an overview board with the proposed vision, key issues and goals of the plan (attached). The booth also included a blank board where people could describe amenities and developments that they would like to see in the planning area. The following were written on the board:

- Winco
- Branch Library
- Grocery store
- McGrath's/ Red Lobster
- Preserve farm land
- More green areas – Parks
- Mass transit center with service to Boise and Caldwell
- Bike/ Walking facilities from Orchard to Flamingo
- Walkways, Bikeways
- Sit down restaurants (more than one!)
- Greenbelt along Garrity
- Wildlife reserve area
- Spray/ Splash Park
- Carl's Jr. with a play area
- Children's play fountain
- Train or Tram system between Boise, Nampa and Caldwell
- Green belt for bikes
- Dog Park
- Park similar to Settler's Park in Meridian
- Restaurant with a play area near JCP/ Edwards
- Expand Happy Valley to four lanes before its too late

No comment sheets were filled out during Community Fun Night.

Open House

Fifty-four people signed-in to the September 1 open house. The majority of attendants came out in support of Centennial and Ridgecrest Golf Courses and in opposition to the Health and Welfare Plan which if realized would develop a mix of residential, commercial, office and a private golf course at that site. Some attendants confused the health and welfare plan with the City of Nampa plan for the broader area. Open house display boards included:

- District vision, goals and key issues
- Existing Future Land use map
- Proposed changes to the future land use map
- Existing zoning for the planning area
- Design Guidelines for GB and BC zones (the majority of the planning area)
- Planned transportation improvements

In addition, open house attendants had the opportunity to write what they would like to see in the planning area. Desired amenities and developments included:

- Keep both Centennial and Ridgecrest Golf Courses
- Less Multi/ Family

- Restaurants by the hotel at Franklin Rd and in the Gateway shopping center
- Keep the courses public! We need to keep public courses – Not more houses Commercial, etc.

Three comment forms were submitted during the open house and several others were sent in after. There was also one comment received via phone.

Online Comment Forms

Fourteen people completed an online comment form. Online questions were comparable to comment form questions available at the open house, they are listed below.

1. The proposed vision for this Specific Area Plan is *“An attractive, well planned and unique area of Nampa that draws people throughout the valley for entertainment, education, shopping and employment opportunities.”* Do you agree with this vision, please explain?
2. Four broad focus areas (Key issues) have been identified for the planning area including **traffic improvements, ensuring compatible land use, forming a district identity and infrastructure concerns**. Are there any other key issues that this plan should address?
3. Do you have any comments about the potential future land use map changes? Are there any potential changes that you don't think make sense, which potential changes do you support, are there additional changes that should be made? (A map of the proposed changes was included in the survey form).
4. Are design guidelines important for this part of Nampa? If so what would you like to see? What type of landscaping would you like to see? What about architecture?
5. After looking at the planned transportation improvements are there any needed improvements that are not identified? (A map of planned transportation improvements was included)
6. Should bicycle and pedestrian access/ connectivity be a priority for this area? Are the planned bicycle and pedestrian improvements appropriate, if not what changes do you suggest?
7. Do you have any other comments related to this planning area?

Along with a link to the online comment form the Nampa Planning Department webpage includes links to Northeast Nampa Specific Area Plan documents including potential future land use changes, future land use descriptions, transportation improvements, design guidelines, Technical Advisory Committee #1 summary, Technical Advisory Committee #2 summary, Idaho Center District Survey, and survey results.

Comments

In total 22 people submitted comments related to the Northeast Nampa Specific Area Plan. All comments received are listed below along with the Nampa planning staff response.

Comments in opposition to the Idaho Department of Health and Welfare Master Plan affecting Ridgecrest and Centennial Golf Courses were the most numerous, comprising 14 of the 22 comment forms. Other comment forms focused on transportation issues (2 forms), a desire to remove industrial land use designations from the planning area (2 forms), a desire to not include High Density residential near Autumn Wind Subdivision (2 forms), 1 comment on urban renewal and 1 comment on Highway Commercial at the intersection of Birch and Idaho Center Boulevard.

The following transcription of comments and responses includes the comment form number. Those with an OH after the number were submitted during the open house, those with an L after the number were letters sent to the planning department, P indicates a phone message and those without a letter were submitted online. Comments submitted by non-Nampa residents are noted in parenthesis.

Transcription of Comments Northeast Nampa Specific Area Plan Public Comment Period (August – September, 2015)		
Comment Sheet #		Nampa Planning Staff Response
1	The proposed vision for this Specific Area Plan is “An attractive, well planned and unique are of Nampa that draws people throughout the valley for entertainment, education, shopping and employment opportunities.” Do you agree with the vision? Somewhat except I think they should leave the Golf courses alone and where they are.	Thank you for your comment.
3	Most heartily do Not agree! It does not appear that the motivations for the changes are all that altruistic. I would like to understand what the motivation was that resulted in spending a quarter of a million dollars for a plan, that destroys much of what the City of Nampa has sacrificed to create. How can a strip mall compete with the beauty of splendid recreational facilities? Especially considering that the one across the interstate has not proved to be viable with regard to filling the existing vacancies. The study done by the Nampa Chamber of Commerce prior to the building of Centennial Golf Course indicated that businesses and manufacturing interests looked to two important factors in choosing where to locate, Number One - schools. Number Two, golf courses, so the farmers brought there equipment and the businessmen donated materials and time to build what has become one of the most-played golf courses in the state. I am also concerned about the severely disabled folks that are taken care of in the hospital facility. Why must greed dictate plans for the land? Why are we not majoring on human quality of life concerns?	Thank you for your comments. Your desire to preserve these public golf courses for quality of life reasons is understandable and appreciated. The City of Nampa has expended staff time but not dollars on the Northeast Nampa Specific Area Plan. The State Department of Health and Welfare has certainly expended money on their master plan for the Southwest Idaho Treatment Center land. As the land owner and as a public agency it is appropriate from them to consider their land use needs in order to provide the greatest benefit for Idaho.
5	I would hate to see either of the golf courses gone. If the area is changed to community mixed and a golf course is included we need to insure that it is not just a champion course but also includes something similar to what is at Falcon Crest in Kuna. My wife and I are in our 70s and play the executive course at Ridgecrest 2 to 4 times each week and would hate to loose this	Thank you for your comments they will be shared with the Idaho Department of Health and Welfare. High Density housing can be developed for all income groups and can be affordable or luxury.

	<p>possibility in the future.</p> <p>With the higher ground around the course the housing development should be up-scale housing NOT high density.</p>	<p>Many empty nesters and young adults prefer smaller housing units without lawns. The Idaho Department of Health and Welfare plan for the golf course area includes single family and multi-family development. The plan includes high quality design guidelines.</p>
7	<p>I do not...On July 20th there was already an attempt to rezone the back portion of the Gateway business park area to allow for building apartments. There was and still is great opposition to the building of apartments. All council members voted against the rezone attempt and how it is simply not a good fit for the neighborhood. We as homeowners knew and expected commercial business to be built on that property...we purchased our house knowing this. We would never have bought knowing there was a chance of an apartment building being built. I feel this rezoning attempt is a new strategy from the builder Michael Wright as he still has a goal to build the 3 story apartments. Please DO NOT REZONE to HD residential...this is only going to allow him to destroy what privacy we have.</p>	<p>Thank you for your comment.</p> <p>The Northeast Nampa Specific Area Plan will not include any zoning changes. The Gateway development is zoned BC, Community Business. The future land use map is different than zoning in that it gives us a picture of how the community expects land to develop and change over time but it does not entitle any particular current uses or impose regulations. The existing future land use map designation for the area to the west of Autumn Wind Subdivision is High Density Residential and has been at least since the current Comprehensive Plan was adopted in 2012. A future land use map designation change from high density residential to commercial can be considered in this planning process. However a desire to have more residential in the district has been expressed in order to better serve employees at St. Alphonsus, students at CWI and to create an evening population base that could support a restaurant.</p>
8	<p>No, it leaves out recreation. It also undercuts downtown development.</p>	<p>Thank you for your comment.</p>
10	<p>Not opposed to it if it does not affect our building and property. We have</p>	<p>Thank you for your comment, the plan is meant to</p>

	had increased non-authorized use of our property and vandalism over the past few years. (The AIM Companies)	increase property values and functionality for the district. The hope is that any affect will be positive. Thank you for your comment.
11	No. This vision is not needed for this specific area. There are already multiple shopping and entertainment opportunities just to the South of this impact area. There are also multiple other sites that would be suitable for the proposed development within a 10 mile radius of this location. The removal of the current infrastructure for this impact area is unnecessary and unneeded. (Meridian Resident)	Thank you for your comment.
14	Yes	Thank you
150H	Part of the plan includes entertainment, my concern is taking away golf opportunities to reasonable rates and replace with golf that most cannot afford. We lose open space, the quality of life will be diminished and we lose something (Centennial Golf) that was built by volunteers.	Thank you for your comment and concerns. It is important to recognize that the City of Nampa does not own the Golf Course land. Our lease for the land has been extended for a short period but the Department of Health and Welfare has the legal right to not allow golf at that location in the future.
160H	NO - RECREATION IS IMPORTANT, TOO! Rephrase to....Shopping, Employment AND RECREATION opportunities. Note I live in Boise and drive to Nampa 3-5 days a week for golf at Ridgecrest + Centennial. You have a fantastic 45 hole facility in Nampa don't screw it up!!! I spend money on meals, gas, shopping + equipment in Nampa without your golf course my money will stay in Boise. (Boise Resident)	Thank you for your comment.
19L	No I do not. What is unique is the existing golf facility. Leave it in-tact. Where else is there anything like it? There is plenty of land in between the fairways to do the above mentioned activities. Certainly any existing buildings could be modified to serve any of the above mentioned activities.	Thank you for your comment; it will be shared with the Department of Health and Welfare for consideration in their master plan.
20L	"No" - My husband passed away this last yr. - he was the one who ran all the member's association events for 20 years. - We were members - (I am) of Centennial G.C. along with so many of our friends - to lose it would be the end of my life = It was his.	Thank you for your comment and for the work that your family has put into Centennial Golf Course.

#	Survey respondents and advisory committee members identified four broad focus areas (key issues) for the planning area including traffic improvements, ensuring compatible land use, forming a district identity and infrastructure concerns. Are there any other key issues that this plan should address?	Nampa Planning Staff Response
1	No need for any more freeway exits.	Thank you for your comment.
3	Access to, and egress from the interstate, is marginal, currently. Would development entail another interstate access? If not, it would surely be needed. There is not adequate access to the property in question now. Up a very steep hill, or off a very short extension of 11th Ave N., both of which are not the best examples of street planning.	Thank you for your comment. A traffic impact study is needed before the land could be developed as suggested in the master plan. Identified traffic improvements would need to be made by the developer.
7	Please - pay attention to our homeowners already living in the area. Great opposition to the HD rezone showed true on July 20th where council members have already voted against building apartments. Changing to HD is only going to allow for apartments to be built! PLEASE do not rezone!	Thank you for your comment. The Northeast Nampa Specific Area Plan will not include any zoning changes. The future land use map is different than zoning in that it gives us a picture of how the community expects and desires land to develop and change over time but it does not entitle any particular current uses. The existing future land use map designation for the area west of Autumn Wind Subdivision is High Density Residential and has been at least since the current Comprehensive Plan was adopted in 2012. A future land use map designation change from high density residential to commercial can be considered in this planning process. However a desire to have more residential in the district has been expressed in order to better serve employees at St. Alphonsus, students at CWI and to create an evening population base that could support a

8	<p>Providing increased recreation activities by preserving the existing golf courses.</p>	<p>restaurant. Thank you for your comment.</p>
10	<p>39th Street off of Flamingo and Garrity needs to be widened and sidewalks and gutters put in. 39th has become very dangerous to businesses and residents on 39th street and will increase with the change in Flamingo Road and the increased traffic from the hospital expansion. Mr. Wright of the AIM Companies was told by the City of Nampa years ago when 3923 East Flamingo was being built, that they could not make the building larger as the City had planned to widen 39th Street. This never happened. We are very concerned now for the safety of our staff and others traveling on the now, narrow road. Trucks and vehicles are parking on this narrow road making it very difficult for driver to pass or maneuver with oncoming traffic and pedestrians. Not to mention, the road is damaged on both sides making it more dangerous for drivers. (AIM Corporation)</p>	<p>Thank you for your comment. Saint Alphonsus will make frontage and other onsite roadway improvements including realignment of East Flamingo Avenue as a part of their hospital expansion. The hospital will also pay impact fees to the City and make offsite roadway improvements to mitigate transportation impacts on the surrounding roadway network including construction of a new north-south road east of 39th Street. The City will also utilize impact fees to improve and signalize the 39th/Garrity Boulevard intersection in Fiscal Year 2016 – Fiscal Year 2017. The City will consider rebuilding 39th Street between Comstock and Garrity Boulevard during its next asset management evaluation period – Fiscal Year 2017, provided traffic warrants and funds are available. Sidewalks are the responsibility of adjacent property owners by Nampa City Code.</p>
15OH	<p>These are all major issues, especially the traffic and infrastructure.</p>	<p>Thank you for your comment.</p>
19L	<p>Imagination and using existing land landscapes to their natural characteristics, many high-end condos with appurtenances and amenities could be envisioned for view properties - as well as a support businesses located within the areas on vacant and presently unused land.</p>	<p>Thank you for your comment.</p>
20L	<p>You already have a terrible traffic problem on Garrity - this would only add to the problem - & no matter what changes you have planned!</p>	<p>Thank you for your comment.</p>

#	Do you have any comments about the potential future land uses map changes? Are there any potential changes that you don't think make sense, which potential changes do you support, are there additional changes that should be made?	Nampa Planning Staff Response
1	Not in agreement with Idaho Dept. of Health and Welfare zone change.	Thank you for your comment. The Northeast Nampa Specific Area Plan will not change any zoning but it may change future land use designations including the Idaho Department of Health and Welfare land. Future land uses represent a vision of how the community is expected and desired to develop, this, along with the plan create policies and goals for the area but do not change current zoning or related regulations.
2	I am a lifetime resident of Nampa (62 years). My only comment is specific to the lighter purple area where the two golf courses now exist. Just like Central Park in New York is unique and special to their town, I strongly believe one of Nampa's great very visible attractions for potential new business and residents alike has been for a long time those two golf courses along the freeway. I believe it would be a huge mistake to let developers take them away, forever changing the face of Nampa for their own profit that would leave this most visible area looking like just any other industrial use section of town. What a shame if our leaders sell this area out for a few bucks.	Thank you for your comment. Others have also suggested that this plan should focus on what is unique to Nampa.
3	The golf courses and the model airplane airport were built on land that was once the city dump. They are a considerable improvement over the dump, and facilities that are a credit to the community. Car dealers and strip malls will likely remain a staple, east of Idaho Center Blvd. The changes to the State owned land are most concerning. More industrial usage should not take precedent over recreational use. For example, another dog park would be compatible with community needs.	Thank you for your comment; it will be shared with the Idaho Department of Health and Welfare for consideration in their master planning efforts.

4	<p>I urge the commissioners to use due consideration in rezoning for development the prestigious Ridgcrest and venerable Centennial golf courses. They are recreational gems for city of Nampa, and for the entire Treasure Valley. Not only are both courses economically viable, but Ridgcrest hosts multiple tournaments, most notable the qualifying event for the Albertson's Boise Open. Expansion and development is good for Nampa and Canyon County, but at the sacrifice and loss of either or both of two of the finest golf courses in the area would be irreplaceable and tragic. (Meridian Resident)</p>	<p>Thank you for your comments. Unfortunately, the City of Nampa does not own the golf course land. The Department of Health and Welfare leases the land to the city and the extended lease will terminate and could terminate soon if they find a developer or buyer for the land. While the courses are economically viable they likely do not produce enough revenue to purchase the land.</p>
6	<p>PLEASE PLEASE PLEASE keep the golf courses!!! They add so much to our community. I market our beautiful city of Nampa and one of my key selling points is our golf courses. Broadmore is gone (which wasn't it the oldest golf course in Idaho?) a true shame -We have Red Hawk (very nice but not a municipal course) Promoting Nampa as a family focused area NEEDS AFFORDABLE, healthy, and community involved programs. Salt Lake City, for example offers municipal passes for \$700.00 for a family to golf - 8 or 9 courses available on this pass. We paid for a couples pass almost \$1480.00 for ONE COURSE...Keep the courses and PLEASE restructure the fees. You have no idea what I hear from fellow golfers and families. (RE/MAX Executives)</p>	<p>Thank you for your comments. Fee concerns will be shared with the golf course management.</p>
7	<p>I love it that Saint AIs is going to build the hospital. I welcome more businesses especially restaurant style to the area. But I have to keep requesting there be no rezoning of the current property area within the Gateway Center Complex to allow for apartments to be built.</p>	<p>Thank you for your comments. This plan will not change any current zoning. However, High Density residential is the future land use designation for this property. It was included in the future land use map when the most recent comprehensive plan was adopted in 2012. Future land uses are different from zoning in that they promote a future vision but do not grant a current entitlement. Additional residential designations in this district would promote housing options for St. Alphonsus employees, CWI students, and would</p>

		<p>help to establish an evening population necessary to support a restaurant.</p> <p>Changing the future land use designation from High Density Residential to another designation can be considered in this planning process.</p> <p>Thank you for your comments.</p> <p>Thank you for your comments. The Idaho Department of Health and Welfare master plan for the Southwest Idaho Treatment center does include a golf course component.</p> <p>Thank you for your comments and concerns. The Southwest Idaho Treatment center master plan does not call for low income housing. It does include single family and multi-family developments. Multi-family developments can be affordable or luxury, many empty nesters and young adults prefer smaller living quarters without yards.</p> <p>Thank you for your comments. The City of Nampa does not own the Golf Courses, they are owned by the State of Idaho Department of Health and Welfare. Their master plan for the site includes offices, commercial buildings, residential and a private golf course.</p>
8	<p>Converting the golf courses to mixed use makes no sense. Along with parks, recreation centers, greenbelts, bike paths and a vibrant downtown core, these amenities make cities like Boise and Bend places where people want to live. Chasing after increased property tax revenue creates cities like Orange County where people don't so much enjoy life as endure it.</p> <p>With the potential loss of two of Nampa's most popular golf courses, I hope this plan contains the provision for a new golf course. (Boise Resident)</p>	
9	<p>There is concern for the Health and Welfare land if apartments or living quarters are built for low income housing. We are already experiencing vandalism on our property. This could increase with low income housing so close. (The AIM Companies)</p>	
10	<p>It isn't needed and doesn't make much sense. Why do you need to destroy one very good golf course and another ok course to add more shopping? Ridgecrest is one of the best courses in the valley and it makes no sense to plow it under for the proposed land use given the amount of available land that is vacant and near this area. There is already a shopping mall across the freeway from the site, just how many malls does Nampa need? The proposed mixed use recreational area could easily be put in another location. Do you really need to get rid of the golf courses to add more soccer fields? (Meridian Resident)</p>	
11		

12	<p>We live at 4600 Hemlock Way. We are right north of the cheese factory. We see that you have designated the strip of land north of the railroad tracks as light industrial. That area would impact us the most. We are very concerned about the type of business that you would allow in that area. We do not want any more that produce the effects like the cheese plant. We would not want anything that has any loud noise or any smell. The noise and the smell from the cheese plant are very unpleasant. We would hope you do not allow anymore of this type of business in that area.</p>	<p>Thank you for your comments. The City of Nampa existing future land use map calls for light industrial north of the railroad track and to the east of Star Rd. This designation has been in place at least since 2012 when the Comprehensive Plan was adopted. The current zoning for that area is Industrial Park (IP). The IP zoning limits many industrial uses which may have significant site, smell and sound impacts. At this time no zoning or future land use changes are planned for that area.</p>
14	<p>The plan by DHW is wrong. We have two well used golf courses that need to stay intact. Also the people that currently live in the Greens at Ridgecrest are essentially getting screwed, and I don't live there. The infrastructure problems this creates will be very expensive and perhaps unsolvable. All of the people that currently have homes in this general vicinity will suffer from this fiasco as will all of the taxpayers in Nampa. The plan seems to be dependent on another freeway interchange at 11 ave N ext which is a pipe dream, we already have freeway interchanges at Garrity, Franklin Blvd, Northside Blvd and treasure Valley Marketplace there should not be another exchange put in place when there are so many other pressing needs. Lastly I would ask the question of why is the Department of Health and Welfare involved in land use planning could someone answer that for me?</p>	<p>Thank you for your comments. In order to get the necessary approval to allow the Department of Health and Welfare master plan development traffic impacts and infrastructure concerns will need to be addressed.</p> <p>The Department of Health and Welfare is involved in land use planning because the land in question is their land.</p>
15OH	<p>I think there is room for vast improvement</p>	<p>Thank you for your comment.</p>
18L	<p>Dear Karla, I was sent a copy of the Northeast Nampa Area Plan. I commented on this at the beginning. Most of what I saw was fine. With all the car dealerships here there will be some more that wish to move here so you need room for them. This means more jobs in Canyon CTY. Also other businesses that support the cars will want to be here. Auto parts stores, car wash, detail shops, etc, so you need room for them. More hotels, motels</p>	<p>Thank you for your comment.</p> <p>The proposed future land use map changes actually call for a reduction in industrial land. With a large change south of Franklin Rd. from Light Industrial to Business Park. The Heavy Industrial</p>

	<p>and restaurants, bars would be nice light commercial to support the other businesses. Here's what I don't like: The heavy industrial area. You need to delete that. It will never be accepted by the residential people that are around it and that includes me also. The heavy industrial you have on the map moves closer to the residential areas. I and my neighbors have already had to move against the cheese factory to lower the noise levels. They put in equipment and then had to have us tell them they were out of control. If you let others move in with heavy industrial you are going to have a riot on your hands. Just look at how close the residential would be to the heavy noise levels. It will never work, you have to change this. You could get a class action law suit against the city if you have a business that causes a problem. The houses were here when the cheese factory was small. Then it was sold and now it's a problem. Heavy needs to stay as it is but not to increase at all. WE are obviously not going to close down the cheese factory but it needs to stay as it is. The light industrial is also loud. Fork lifts make noise from back up alarms and every morning at 7 am you can hear them at my house very clearly if the window or door is open. I do not want more light industrial, it is too loud and noisy. Please delete all the light industrial, it needs to move somewhere else. The area could be a great place for apartment buildings or commercial businesses, offices, Doctor office buildings to support the hospital, there is always lots of offices around hospitals. I am very tired of the fork lift noise and fighting with the Cheese factory for noise. No more industrial in the Northeast Nampa Area Plan. It will only cause future problems for you and Nampa. Just do something for me. Drive down Star road going north early one morning. Stop at the first residential subdivision you come to. Get out of your car and just listen to all the noise. You will see what I mean about the noise levels. Industrial does not need to be here, it needs to be somewhere else. This area will build more subdivisions just a 1/4 mile away and they will also be complaining if the Heavy or Light is allowed to grow. I will be there also with my entire subdivision behind me. This is what I told you the first time also. Resident to</p>	<p>on the map is land owned or managed by Sorrento Lactalis and the City of Nampa has no interest in changing this designation as Sorrento is a major employer in the area. The Light Industrial future land use designation north of the railroad track is zoned Industrial park and has been for sometime. No changes are proposed for this area, Industrial Park zoning allows for fewer industrial uses and especially limits those with noise, smell and sight impacts.</p>
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	<p>the north of CWI.</p>	
19L	<p>There are huge rock formations under the dirt land usage should continue as a golf course (the current three that exist) What makes this area unique is that the beginning of development i.e. the existing courses are already there we don't need another private golf course</p>	<p>Thank you for your comment; it will be shared with the Department of Health and Welfare.</p>
20L	<p>Stay away from Centennial G.C. & do what you have to with Ridgecrest - Centennial supports that G.C. now.</p>	<p>Thank you for your comment, it is important to understand that the City does not own either course, leases for the land have been extended for a short time but could be terminated.</p>
21L	<p>To Whom it May Concern:</p> <p>Thank you for the opportunity to comment on the proposed Plan. I am writing to propose a change to the Plan for the area west of the Autumn Wind Subdivision and in the east section of the Gateway development.</p> <p>I am proposing the current designation of HD-Res be changed to Neighborhood Commercial. I propose the Neighborhood Commercial for the following reasons:</p> <ul style="list-style-type: none"> • The HD-Res designation is inconsistent with the recorded Development Agreement. However, the Land Use designation of Neighborhood Commercial is generally consistent with the approved Development Agreement. <ul style="list-style-type: none"> ○ The site plan attached in the Development Agreement shows the area as "Future Commercial". • When the project was initially proposed, the Developer stated to the homeowners in the subdivision and neighboring homeowners, the area would be developed as Office Uses. • The Development Agreement has a restriction for any area 400 feet (or greater) east of Happy Valley Road. This restriction does not allow 24 hour uses in the area, so this provides protection from invasive commercial uses for the neighboring residential area. • Neighborhood Commercial is a better transitional use to Rural 	<p>Thank you for your comments and suggested future land use map change. It will be considered in this planning process.</p>

Residential, which is the zoning district for the Autumn Wind Subdivision. The Nampa 2035 Comprehensive Plan defines Neighborhood Commercial as the following:

- *This land use would be located off of local and collector streets.*
- *The purpose of this land use is for commercial uses of a small scale near and in some cases in residential neighborhoods. The development would need to be compatible with residential uses based upon design and function and have relatively little impacts. The development footprint would be small relative compared to other commercial land use that could assist in reducing vehicle trips in and through neighborhoods. The establishment of land uses would include groupings of personal services (barber shops, hair stylists, day care, coffee shops and), professional offices and services (administrative, accounting, clerical, insurance and real estate sales offices and similar uses), mini markets, banks, restaurants and other types of services. This land use could also be designed to act as a buffer between other more intense non-residential uses and high-density residential uses. In some cases this could be considered as a transitional land use.*

As described, this designation is a better fit for the area. Also, the designation is more accurate as to what was described to the homeowners in the Autumn Wind Subdivision at the time of Annexation and initial development of the area. This is why we generally supported the development at the hearings.

Given the recent denial of the proposed "Residents at Nampa Gateway Center" for Multi-Family and a Development Agreement modification by the Nampa City Council, the Neighborhood Commercial designation would be in the best interest of the City and the surrounding properties.

	<p>The City Council denied the application based on Stamm Lane being inadequate to accommodate the traffic generated by High Density Residential and based on a poor transition to the existing rural Residential use to the east (at one point stating - This is not what the homeowners in the area signed up for.)</p> <p>Stamm Lane constructed, as is, is adequate infrastructure to accommodate the Neighborhood Commercial designation and the uses allowed within the Comprehensive Plan.</p> <p>In addition, the transition between Neighborhood Commercial and Rural Residential is more compatible and would have relatively little impact on a subdivision that has existed in the area for over 14 years.</p> <p>With the criteria listed above, I request the Land Use designation for the area west of the Autumn Wind Subdivision and in the east section of the Gateway development be changed from HD-Res to Neighborhood Commercial.</p> <p>Thank you for your time and consideration on this matter. Sincerely, Shane & Kristy Vigil</p>	
22P	<p>I would like to see something besides Highway Commercial on the southwest corner of Birch and Idaho Center Boulevard. The style of development on the northwest corner of this intersection might be more appropriate with small offices, apartments and buildings associated with CWI. Fast food restaurants, big box stores and high traffic generating commercial found in the Highway Commercial designation would not work well in this location.</p>	<p>Thank you for your comment and for sharing your concerns. The development on the northwest corner of Idaho Center Boulevard and Birch has the Community Mixed Use designation, this may be more appropriate for the property in question another alternative could be Neighborhood Commercial. This will be considered in the planning process.</p>
#	<p>This area of Nampa is primarily comprised of Gateway Business and Community Business Zoning, both of which include design guidelines. Are existing design guidelines sufficient, if not what else would you like to see?</p>	<p>City of Nampa Planning Staff Response</p>

1	Yes, No opinion on other?'s	Thank you for your comment.
3	I like seeing water features, trees, grassy areas, from the interstate. O, we have that in the form of golf courses. Since Nampa has not had a significant architectural example since the Dewey Hotel, it might be time to consider that in strategic planning, and not revert to suburban blight industrial and sterile strip malls.	Thank you for your comment.
7	Simply no apartments. We cannot help it if DDR cannot follow thru with their own plans for developing commercial business...if rezone is changed to anything else...please make it to where there cannot be 160+ families squeezed into a little over 7 acres...	Thank you for your comment. This plan will not include any rezones but it may entail some changes to the future land use map. Your desire to remove the High Density Residential Future Land Use Designation to the west of Autumn Wind Subdivision will be considered in this planning process.
8	Cookie-cutter residences, franchise hotels, and chain restaurants should be discouraged. They lead to faceless cityscapes and stifle creative local businesses.	Thank you for your comment.
10	Yes. We would expect to have landscaping and nice architecture in line with the existing buildings and land.	Thank you for your comment.
11	I think the current golf course landscaping looks just fine. (Meridian Resident)	Thank you for your comment.
14	I think the area currently owned by DHW would be an ideal buffer between commercial development and residential and mixed residential and CWI, it should stay as it is the two golf courses offer recreation and are attractive to businesses looking to move here. Both offer wonderful views of the Treasure Valley and will help protect the other people who have purchased homes based on the continued existence of these golf courses.	Thank you for your comment, it is important to understand that the City of Nampa does not own the golf courses. The land is leased and the lease has expired, a short extension has been allowed but continued golf course use is not guaranteed with or without any changes to the future land use map.
15OH	I would like to see the vacant business areas filled first before putting in a bunch of new that will raise taxes!	Thank you for your comment. Commercial developments in general have a positive impact on local government budgets.
19L	Zone the golf courses recreational golf and the existing vacant land and/ or	Thank you for your comment.

	buildings to conform to the recreational use. Our people need Health and Welfare.	
#	After looking at the planned transportation improvements are there any needed improvements that are not identified?	Nampa Planning Staff Response
3	There is still only one access to the interstate. It is difficult to see any measurable improvement in transportation. No light rail terminal, improved access to any of the properties.	Thank you for your comment. Developing the Department of Health and Welfare land as proposed in their master plan will require a traffic impact study and any identified impacts from the proposed development will need to be mitigated with transportation improvements by the developer. Other parcels in the planning area will also need to address their transportation impacts at the time of development.
7	For bicycle and walkways...looks well planned.	Thank you for your comment.
8	No	Thank you for your comment.
10	39th Street is in need of repair and widening. Severely damaged on both sides and increased traffic is a serious concern.	The City will also utilize impact fees to improve and signalize the 39 th /Garrity Boulevard intersection in Fiscal Year 2016 – Fiscal Year 2017. The City will consider rebuilding 39 th Street between Comstock and Garrity Boulevard during its next asset management evaluation period – Fiscal Year 2017, provided traffic warrants and funds are available. Sidewalks are the responsibility of adjacent property owners by Nampa City Code.
13	Idaho Center Boulevard (or Can-Ada Road) between Birch and Cherry Lane is in terrible condition and in no way qualifies as a principle arterial road. It should have been improved years ago when the rest of Idaho Center Boulevard was improved. Instead the city has ignored this important access to Idaho center and businesses in the area. The same applies to Cherry Lane on the east side of Can-Ada, which is also in terrible condition all the way to	You are correct that Idaho Center Boulevard between Birch and Cherry Lane needs improvement. The City's Asset Management program for streets has it scheduled for reconstruction in Fiscal Year 2017. Reconstruction will include installing a new base for the roadway,

	where the Highway District has made improvements. The City of Nampa should not annex streets and roads if they have no intention of maintaining and improving them. Please return these streets to the Highway District so they can be properly maintained.	widening, intersection improvements at Cherry Lane, and bicycle/ pedestrian amenities. The College of Western Idaho will also be making improvements to the intersection at Birch.
19L	Many improvements are needed like a tram coming down #12 Tee at Ridgecrest. One of a kind Gymnasiums, yoga buildings etc. Many other health related activities could be engendered into any plan. People grow old - they need exercise. Build on what already exists.	Thank you for your comment.
22P	There are already traffic issues at the intersection of Idaho Center Boulevard and Birch Lane. Future land uses near this intersection should be planned to minimize congestion.	Thank you for your comment.
#	Should bicycle and pedestrian access/ connectivity be a priority for this area? Are the planned bicycle and pedestrian improvements appropriate, if not what changes do you suggest?	Nampa Planning Staff Response
1	Improvements ok.	Thank you.
3	Yes bicycle and pedestrian improvement would be most welcome. However, I have ridden my bicycle from South Nampa to the golf courses, and there is no bicycle friendly route to the area. Pedestrians are not considered in the least in most areas of the city. Why would there be consideration for that in the plan, when one could not get there safely, in the first place?	Thank you for your comment. The city's bicycle and pedestrian master plan was adopted in 2012 since that time we have slowly chipped away at the listed projects in order to develop a bicycle and pedestrian transportation network. Unfortunately the needs are many and available funding is limited, therefore it will take some time before a real network is developed.
7	Yes I believe more attention to bike and walkway access should be considered...as most of simply have the parking lot of the theatre to do some form of riding.	Thank you for your comment.
8	Bicycle and pedestrian only pathways need to be made a priority.	Thank you for your comment.
13	If you cannot maintain streets that are your responsibility, do not start making bicycle improvements.	Thank you for your comment.
160H	YES! Can't believe you put in a sidewalk but no bike lane on Ridgecrest Drive! (Boise Resident)	Thank you for your comment, the City's current bicycle and pedestrian master plan does not call

		for a bike lane on Ridgecrest Drive and therefore was not included. This can be considered as we update our transportation plans in the next year.
19L	This would fit nicely in between the upper and lower levels of the existing courses. A whole host of adjacent living and recreational buildings, paths etc. could be envisioned to compliment this monolithic iconic 3 golf course complex!	Thank you for your comment, it will be shared with the Idaho Department of Health and Welfare.
20L	No- There is too much traffic now. To slow it down with these would be crazy.	Thank you for your comment.
#	Other Comments	Nampa Planning Staff Response
3	I would be very interested in the motivation to develop this plan. What is the Land Group interest in the project, and who brought them into the planning? Why was this presented as a "done deal" in the media, and is it true that city leaders were "encouraged" by state leaders to endorse this plan? If the money were to be followed where would it lead?	Thank you for your comment. The Idaho Department of Health and Welfare owns the land and they hired the Land Group to develop this master plan. No city of Nampa Staff or elected officials received any personal financial benefit from the Department of Health and Welfare master plan. The financial analysis in the plan does however show a significant financial benefit to City of Nampa tax payers as a whole.
6	This could possibly be a great area for transportation system like the Portland area has going into Boise. Large are for parking and shuttling - This is a huge problem and Nampa is growing and will continue to do so with an awesome system in place.	Thank you for your comment.
7	Please respect the wishes of the current land/homeowners who - with council approvals - do not want zoning changed that allows for apartments to be built where commercial development was expected.	Thank you for your comment.
8	Preserve the golf courses which help give Nampa character and help prevent it from succumbing even further into faceless urban sprawl.	Thank you for your comment.
170H	Port Street was supposed to be done out of the 1st Urban Renewal. It was the first item that was supposed to be done. The Idaho Center and all of it was done except us. They used the money for everything else for the last	Thank you for your comment.

	<p>over 17 years, but not for us. Every mayor since Maxine Horn (including her) has made us broken promises. They have had irrigation water run down Port into sewer lines. The intersection at Port & Kings road is dangerous and unsightly.</p>	
19L	<p>What do people see when they drive by on the interstate or when they want to move here? Right now they see what could be an icon for Boise and Idaho. Lush green recreational areas. Not just copy cat businesses that are everywhere! I have a BA in comparative Govt. from I.S.U. some of my work was in pre-law at U of I. I have worked for both state and Federal Agencies during my career. I have also at one time held a Brokers License in Real Estate in Seattle Washington. What I see here is a Sports-Living complex that would rival other major cities in the N.W. and attract outsiders to the area.</p>	<p>Thank you for your comment.</p>
20L	<p>Please take what this would mean to so many good people into consideration. This is the wrong end of town to handle so much growth.</p>	

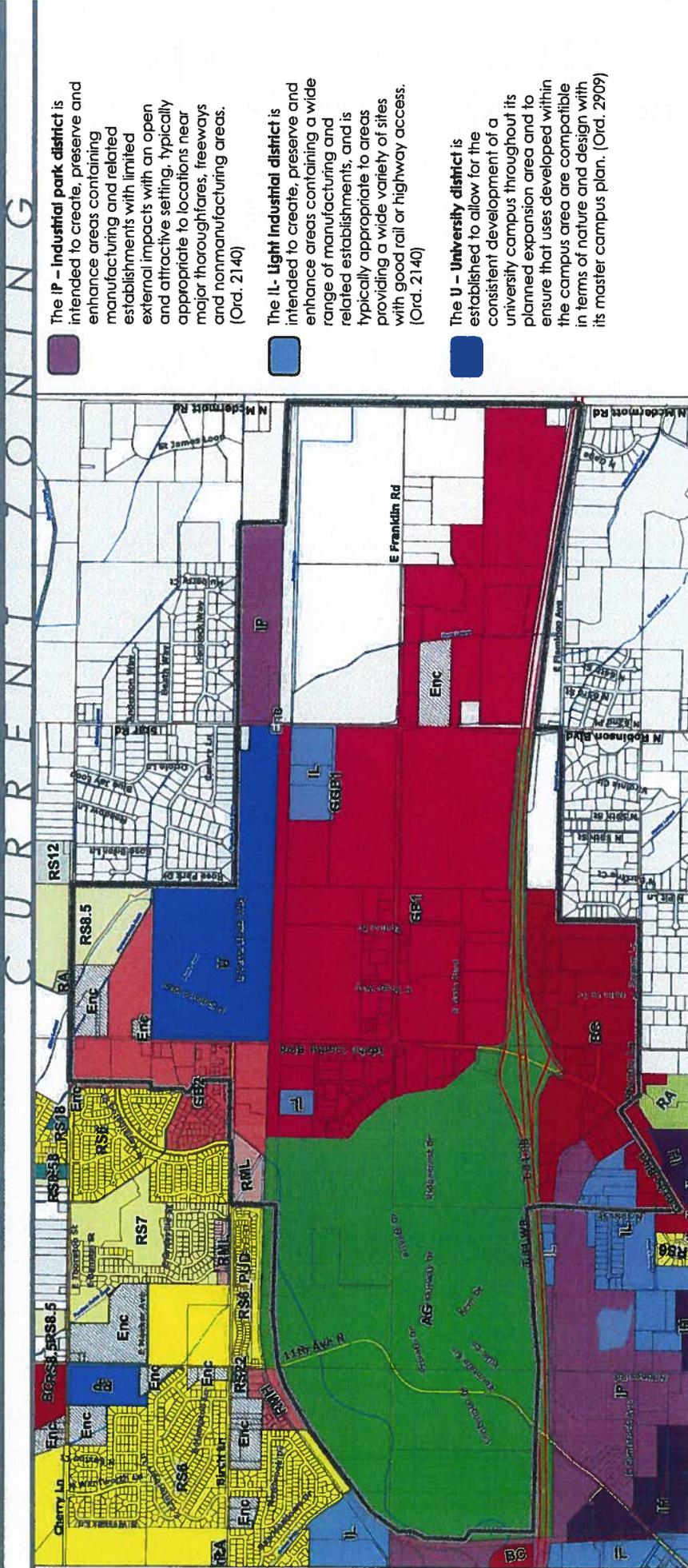
See Appendix for:

- Open House Display Boards

S T R E N G T H S	W E A K N E S S E S
<ul style="list-style-type: none"> • High visibility and access from interstate • Major industry and job providers in the area • College of Western Idaho – continued student growth and investment in the area • Idaho Center Horse Park growth attracts a great number of out of town visitors. • Agricultural feel - open spaces - green space - In some ways this is a threat or a weakness for development • Diverse businesses including Gateway Center • Property values have increased eight-fold in the area since the Idaho Center was built* • Working partnerships between businesses, institutions and organizations in the boundary • Idaho Center event spectators are estimated to spend 2 – 4 Million in the local economy annually, in 2006 event participants had an estimated expenditure of 6.4 Million* • Customized training through CWI • Sense of Place – Rural in nature • Auto Center Mall – Major employer <p>*Idaho Center/ Nampa Civic Center Community Benefits Analysis – 2007</p>	<ul style="list-style-type: none"> • Insufficient transportation infrastructure - limited access • Lack of public transportation • Lack of sidewalks or trails that connect district destinations for pedestrians • Lack of amenities for visitors (hotels, sit-down restaurants, visitor services, upscale bar) • Lack of a distinct district identity • Lack of park space and corridor landscaping • Financial deficit of Idaho center itself • Needed renovations at the Ford Idaho Center (merchandising space, main arena height, parking lots. Larger stage, permanent lighting, bathroom facilities, convention/ exhibit facilities, backstage area, administration space. Replacement needed at the horse park to maintain competitive edge • Limited Labor Force • Signal timing
O P P O R T U N I T I E S	T H R E A T S
<ul style="list-style-type: none"> • Developable land • Over 200 acres of land suitable for commercial development close to the Idaho Center.** • Economic development marketing campaign for area as a destination oriented commercial environment draws people for entertainment, dining & shopping • Idaho Center study area could capture 34 acres of commercial development between 2010 and 2020.** • Nampa businesses capture 27% of Idaho Center visitor spending (hotels, dining, retail, visitor services) With increased options Nampa could capture a greater percentage.** • Attract full service hotels and quality restaurants • Economic development incentives • Southwest Idaho Treatment Center Master Plan, potentially 314 Million investment in Nampa • Implementation of CWI's Master Plan, • Rail line - potential future commuter/ transit rail • District theme/ Identity • Idaho Center Specific Area Plan • Move Canyon County fair to the Idaho Center Area • Higher utilization of existing assets – more events at the Idaho Center to attract more people and to support new service businesses including an RV Rally • Attracting a brewery could provide a good transition from industrial land • Higher development standards to help create an experience that draws people to the district 	<ul style="list-style-type: none"> • Traffic congestion • Inadequate infrastructure - roads, water, sewer and irrigation • Overdevelopment • Incompatible land uses – Ammonia – Anhydrous, noise and odors prevent residential near Sorrento Lactalis • Disrepair and appearance of private property • Taxes • Community buy-in to proceed • Unaffordable housing - especially for students and young families • Development competition in other jurisdictions – local and regional • Signal at Ustick is congested and will likely get worse

** Johnson Reid Idaho Center Economic Evaluation - 2010

S P E C I F I C A R E A Z O N I N G P L A N



IP - Industrial park district is intended to create, preserve and enhance areas containing manufacturing and related establishments with limited external impacts with an open and attractive setting, typically appropriate to locations near major thoroughfares, freeways and nonmanufacturing areas. (Ord. 2140)

IL - Light Industrial district is intended to create, preserve and enhance areas containing a wide range of manufacturing and related establishments, and is typically appropriate to areas providing a wide variety of sites with good rail or highway access. (Ord. 2140)

U - University district is established to allow for the consistent development of a university campus throughout its planned expansion area and to ensure that uses developed within the campus area are compatible in terms of nature and design with its master campus plan. (Ord. 2909)

AG - agricultural district allows the establishment of agricultural operations within the city. An agricultural district is deemed necessary to preserve the economic and social values of agricultural lands and to provide a district, the boundary of which will provide the transition between "rural" and "urban". (Ord. 2140)

RS 8.5 single-family residential district is intended for low density, urban single-family residential and compatible uses. Stable and healthful environment together with a full range of urban services, makes this an important land use district within the community. RS 8.5 allows for 5.12 dwelling units/acre. (Ord. 2140; amd. Ord. 3151)

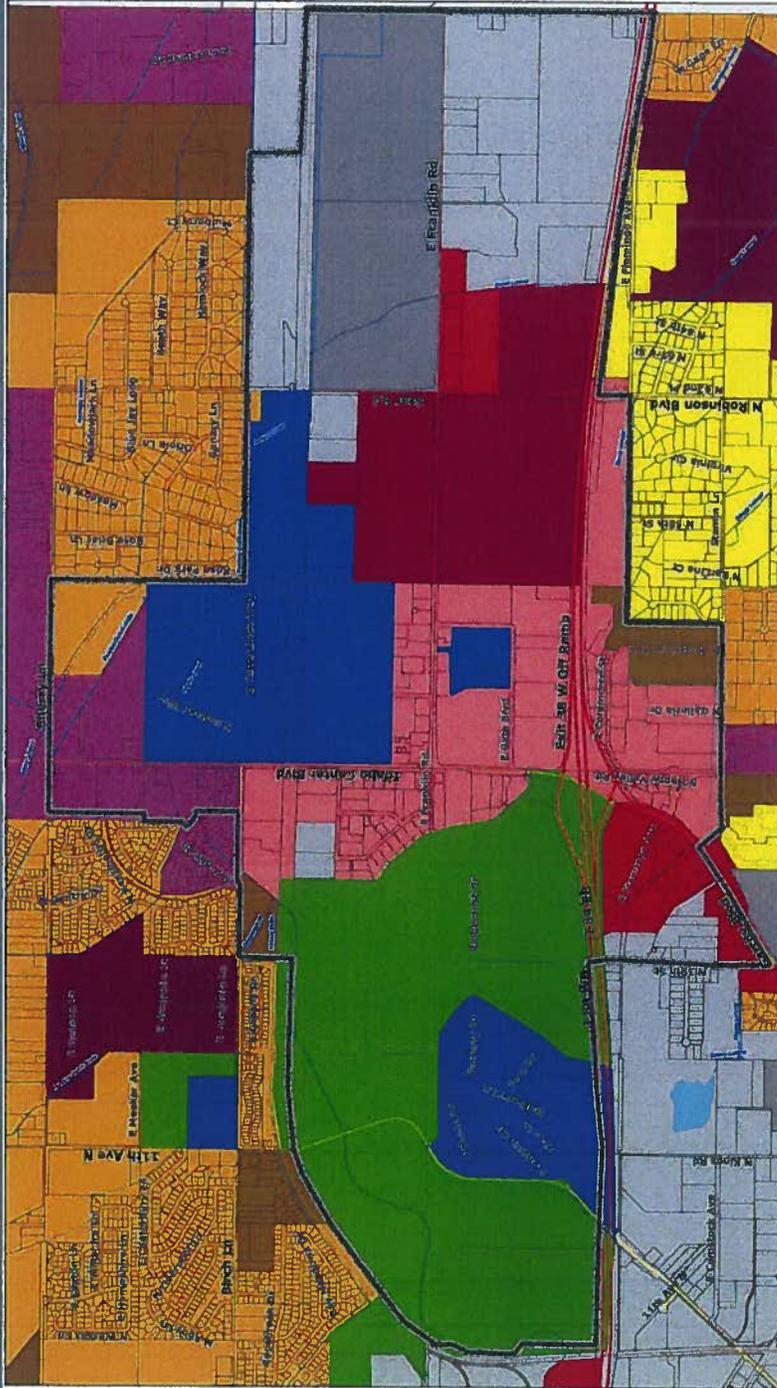
RML - Limited multiple family residential district is to encourage a flexible use of the land and promote and maintain stable single-family residential areas. Characterized by higher residential densities and higher volumes of traffic than RS and RD districts. (Ord. 2140; amd. Ord. 3151)

GB1 - Gateway business district is established to allow for the consistent development of areas surrounding community gateways or entryways. It is designed to ensure that uses developing in these areas are compatible in nature and appearance and are encouraged to feature high standards of architecture, landscaping and site planning. GB1 is specifically intended for mixed use, primarily commercial development with flexible development standards. (Ord. 3450, 5-23-2005)

GB2 - Gateway business district is similar to GB1. The GB2 district also allows for a mixing of development types, but is further intended to allow medium to high density residential projects within a mixed use neighborhood with a limiting of allowable industrial uses. (Ord. 3450, 5-23-2005)

BC - Community business district is intended to create, preserve and enhance areas with a wide range of retail sales and service establishments in compact locations typically appropriate to commercial clusters near intersections of major thoroughfares. (Ord. 3761, 12-17-2007)

S P E C I F I C A R E A P L A N EXISTING FUTURE LAND USE DESIGNATIONS



Heavy industrial businesses should be located away from residential development and designed where they will have minimum impact to surrounding land uses. Heavy industrial land uses have a potential to affect public health and safety due to sound, odor and vibrations.

Light industrial land uses provide for processing, warehousing and manufacturing of goods, research and development and flex space development. These land uses diversify the City's economy.

General Commercial land uses are located off of collectors and provide a wide range of goods and services, including certain business and professional offices that are appropriately located throughout the City, but not expected to include residential uses. General commercial land should provide supporting uses to adjacent neighborhoods, and have attractive interface and convenient pedestrian connectors with adjacent residential areas would be encouraged.

Highway Commercial land would be located off of highway interchanges, major arterials and some collectors, based upon design and function, which provide access to major commercial development that accommodates large volumes of traffic. More intense land use than other commercial land uses. Portions could be redeveloped over time into Transit-Oriented Developments that would also include residential uses, design and development standards. Includes multiple access points and a complete system of internal streets, sidewalks and bicycle paths.

Community Mixed Use districts are recommended locations for development of activity centers that are specifically planned to include commercial uses, would focus on more communitywide needs and services. These areas should be sited along major transportation corridors.

Business Park - Comprehensive Plan Subcommittee strongly supported this land use and defined that the area had to have a minimum of at least 80 acres. Business office parks located in where many office buildings are grouped together. Dedicated to commercial and business-oriented high tech industrial. Located

HD - High Density Residential greater than 9 units per acre; can be developed as cluster housing, patio homes, townhomes, row houses, duplexes, condominiums. types of multi-family apartments, other

MD - Medium density residential - 4-9 units per acre; can be developed as manufactured homes, attached and detached residences, single family attached homes, patio homes, townhomes/ row houses, low density apartments, duplexes and condominiums.

LD - Low density residential - 1.01 - 3.9 units per acre; can be developed as manufactured homes, attached and detached residences, single family attached homes, duplexes and condominiums.

Public/ Quasi-Public describes areas with unique uses and functions. These areas host community services and/ or educational, cultural, administrative, and recreational facilities often located within a well-landscaped setting. Can include government buildings, public and private schools, schools/ colleges, hospitals, cemeteries, airports, transportation and utility facilities and other compatible public, quasi-public uses.

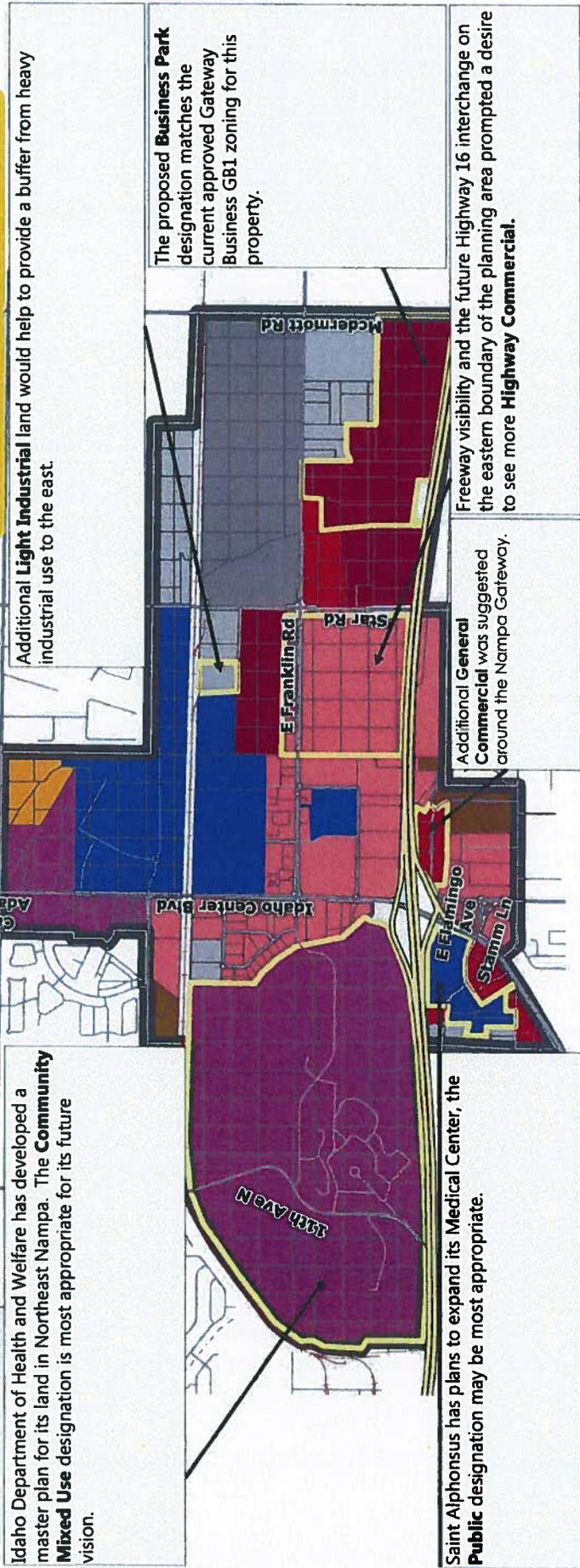
Parks, pathways, greenways, farms and other open space are important livability ingredients in any community. Creating and preserving parkland and open space also attracts businesses, increases property values, and draws residents who want to enjoy and enhanced quality of life.

Existing Future Land Use Map



Potential Future Land Use Changes

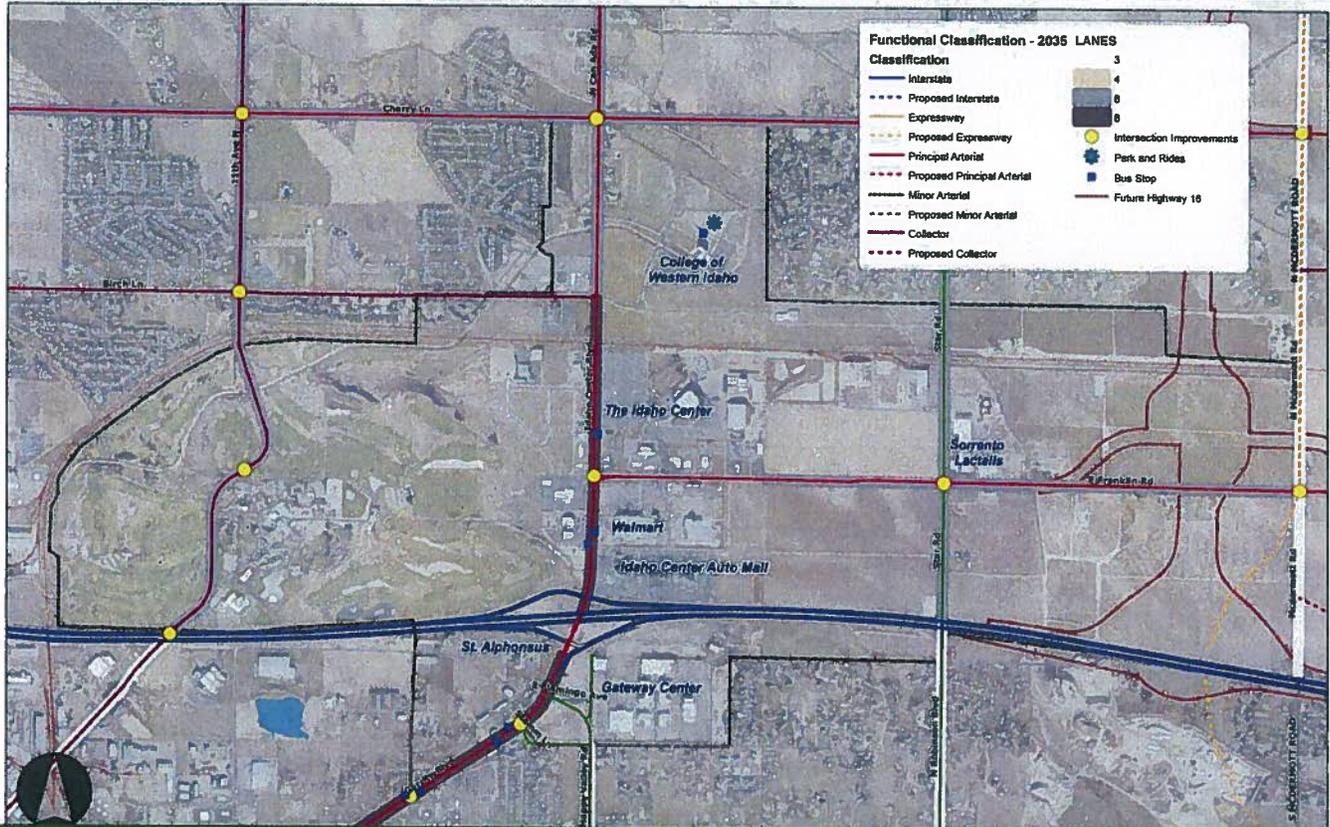
Place green dots on proposed changes that you support and red dots on changes you oppose.



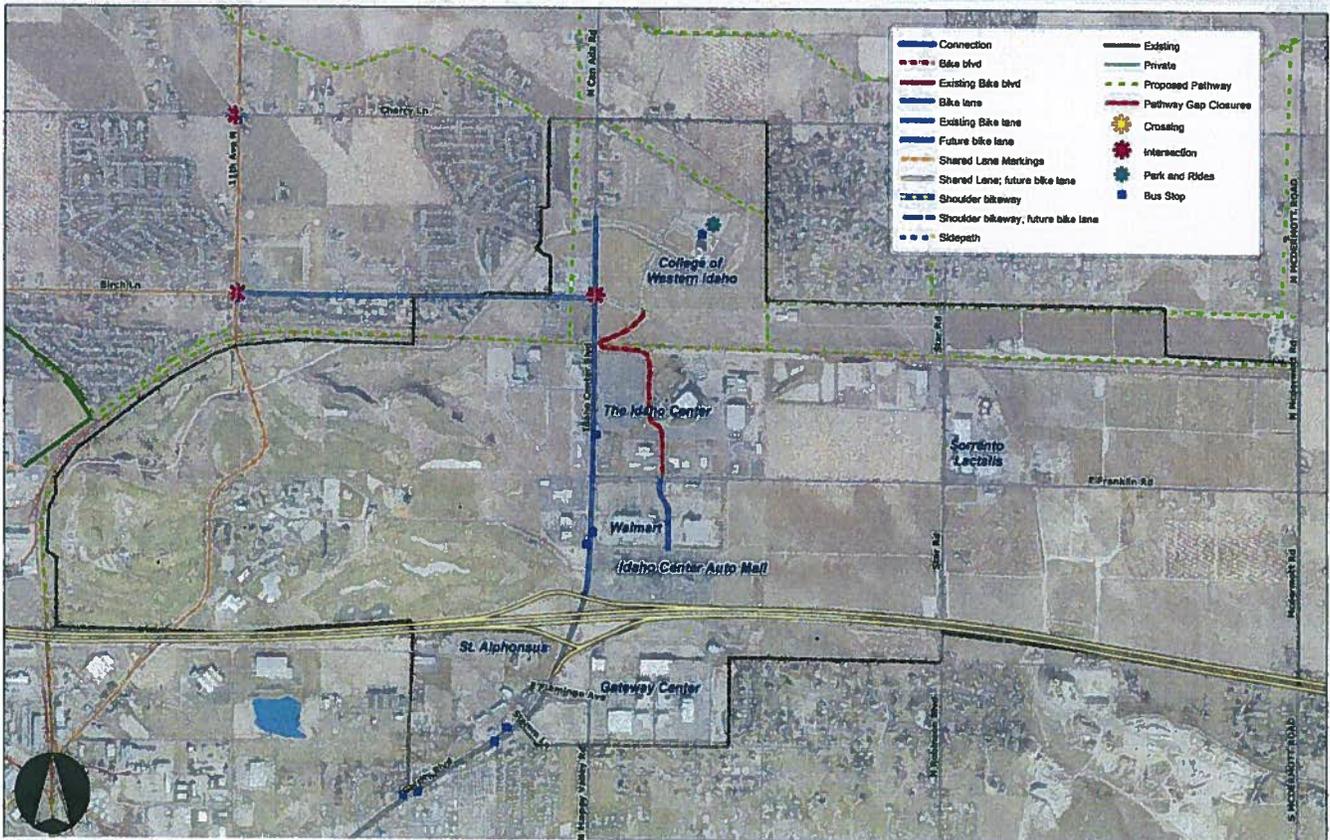
*** Technical Advisory Committee (TAC) members suggested the above revisions to the Future Land Use Map. Not all members were in agreement with all of the highlighted changes and some may not end up in the final plan. Your input on these potential changes and any other land use changes in the planning area is wanted.

SPECIFIC AREA PLAN

FUTURE ROADWAY CLASSIFICATION



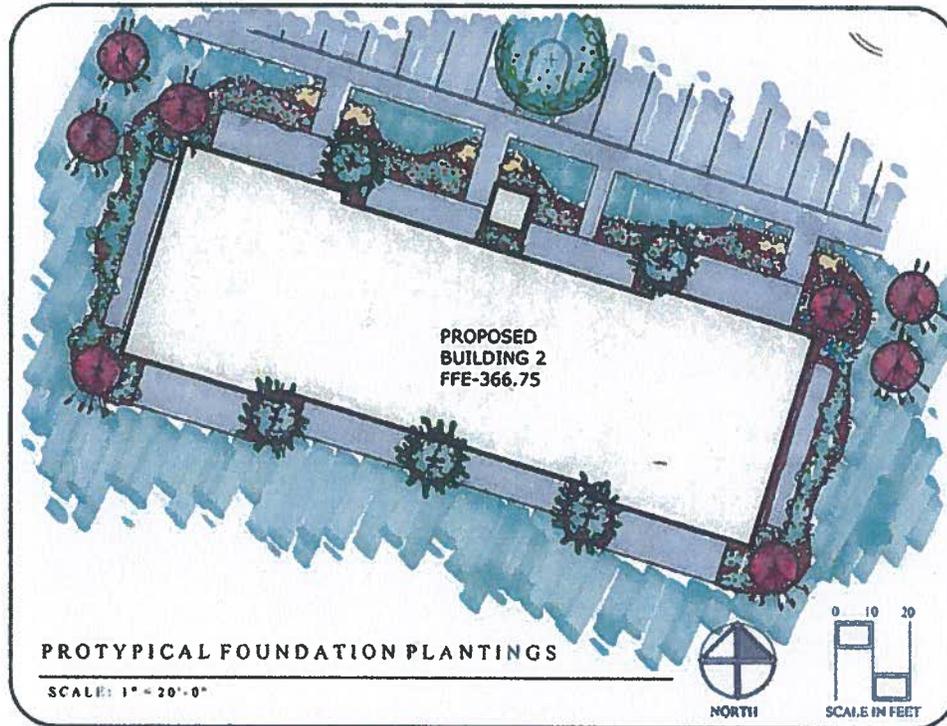
BICYCLE & PEDESTRIAN IMPROVEMENTS



DESIGN REVIEW STANDARDS

Gateway Business & Community Business Zones

S I T E D E S I G N



LANDSCAPING shall be placed wherever a structure, pathway or parking lot is not located.

Shrubs and flowerbeds are required around any new building's exterior. Landscaping setbacks vary but are at least 15' from the front property line.

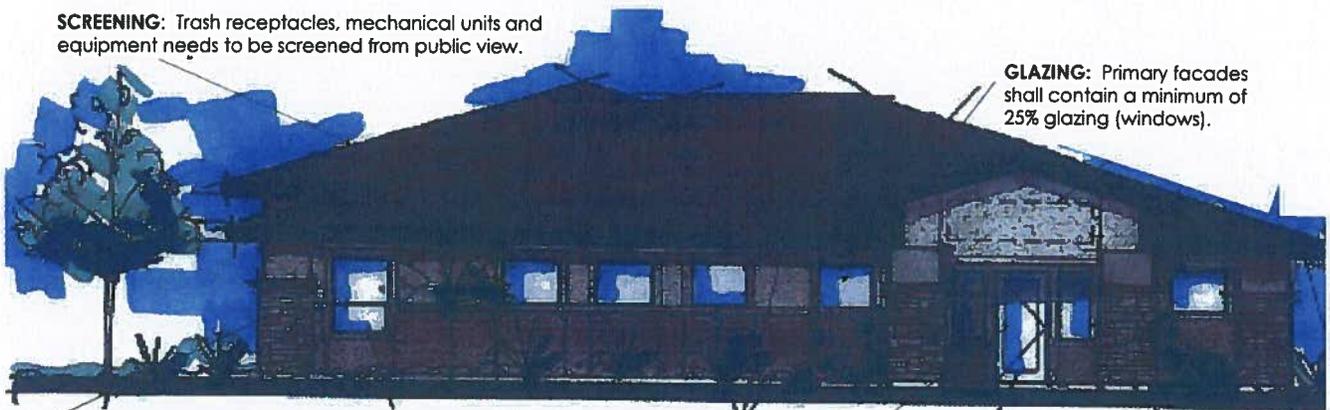
PARKING: Interior parking lot planters shall be located at intervals not to exceed 90' except for parking located immediately in front of the building.

Sites should be designed to not resemble strip development. Buildings are encouraged to face the primary street with parking behind.

PEDESTRIAN AMENITIES include paths, pedestrian and cyclist circulation plans for developments one acre or more, sidewalks, pedestrian scale lighting, street trees, inclusion of public spaces for projects over 25,000 square feet in gross floor space.

B U I L D I N G D E S I G N

SCREENING: Trash receptacles, mechanical units and equipment needs to be screened from public view.



GLAZING: Primary facades shall contain a minimum of 25% glazing (windows).

BUILDING EXTERIORS: Changes in façade, changes in roof plane, the inclusion of three colors, textures or materials.

ENTRANCE: Public entrances shall be easily identified and distinct from the rest of the building.

STRUCTURE PLACEMENT: Designs that locate buildings toward the street with parking behind are encouraged. The front of the building shall be oriented to face the most primary road.



YES – Existing design requirements for BC and CB Zones sufficient for the Northeast Nampa Specific Area Plan

NO – Existing design requirements for BC and CB Zones are not sufficient for the Northeast Nampa Specific Area Plan

CITY OF NAMPA
REGULAR COUNCIL
JANUARY 19, 2016
STAFF REPORT BY PUBLIC WORKS DEPARTMENT
MICHAEL FUSS, P.E., PUBLIC WORKS DIRECTOR

Fiscal Year 2016 Contracted Snow Plowing Update

As previously reported on December 7, 2015, Public Works staff continued to contact additional contractors in an attempt to supplement snow plowing crews. To date, Dahle Construction LLC and the City have signed an agreement for Dahle to provide a motor grader and operator when called for plowing assistance. An additional contract is expected to be executed with Thueson Construction, Inc. Contract values are not anticipated to exceed \$25,000.

Street Division Road Master Graduates

Congratulations to Reuben Bowers for receiving Road Scholar, and to Brad Farner, Jeff Azevedo and Jeff Kasma, for receiving Road Master certifications. These accomplishments are only attained by successfully completing a series of training courses through the Idaho LHTAC (Local Highway Technical Assistance Council) T2 Center.

The Idaho Road Scholar/Master Program recognizes local road professionals in Idaho. The cities, counties and highway districts are responsible for the majority of roads within the state of Idaho – over 32,000 miles of highways, roads and streets. These roadways are seeing an ever increasing traffic demand.

The Idaho Road Scholar/Master Program is a way for local road professionals in our state to be recognized for successfully completing a series of training courses. The program curriculum was designed to provide participants with the fundamentals of safety, management, and advanced technologies, as well as exposure to a wide variety of other topics relevant to the transportation field. Through this program, the City of Nampa is provided an opportunity to develop our greatest asset – its employees.

We hope to honor these dedicated and hard-working Street Division employees this spring with a presentation from the director of the LHTAC T2 Center at the Street Division.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, IMPLEMENTING CHANGES IN THE RATES AND FEES CHARGED BY THE CITY OF NAMPA FOR DOMESTIC WATER AND IRRIGATION.

WHEREAS, the City Council finds that it is appropriate to collect fees for domestic water and irrigation services provided by the City and that without such fees these services would be funded by property tax revenues; and

WHEREAS, the City Council has the authority to set fees for services and adjust those fees as needed; and

WHEREAS, the City Council deems it necessary, reasonable, and in the best interest of the City, to adjust certain rates and fees charged by the City of Nampa for domestic water and irrigation, and adjust those fees as needed; and

WHEREAS, the City Council finds that such adjustments, set forth in attached exhibits, are reasonably related to, but do not exceed, the actual cost of the service being rendered; and

WHEREAS, the City Council finds that the public hearing conducted on the matter of such fee adjustments, set forth in attached exhibits, was conducted pursuant to proper notice and the requirements of Idaho law.

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

Section 1. The City of Nampa, Canyon County, Idaho, does hereby implement the domestic water and irrigation miscellaneous fee changes as described in EXHIBIT A, attached hereto and, by this reference, incorporated herein as if set forth in full, effective March 1, 2016.

Section 2. The City of Nampa, Canyon County, Idaho, does hereby implement the irrigation rate and fee changes as described in EXHIBIT B, attached hereto and, by this reference, incorporated herein as if set forth in full, effective March 1, 2016.

Section 3. The City of Nampa, Canyon County, Idaho, does hereby implement the domestic water rate and fee changes as described in EXHIBIT C, attached hereto and, by this reference, incorporated herein as if set forth in full, effective March 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS
_____ DAY OF _____, 2016.

APPROVED BY THE MAYOR AND THE CITY OF NAMPA, IDAHO,
THIS _____ DAY OF _____, 2016.

Approved:

Mayor

Attest:

City Clerk

**City of Nampa
Fee Change Request Form**

Department **Public Works - Domestic & Irrigation Water Misc. Fees**

Effective Date **03/01/2016**

Trans Code	New Fee/	Description	Current Revenue	Proposed Revenue	Percent Change*	Est Annual Dollar Incr
	No	After Hours Fee	\$25.00	\$40.00	60%	
	No	Past Due Fee	\$25.00	\$40.00	60%	
	No	Tampered Meter Box	\$75.00	\$50.00	-33%	
	Yes	Damaged Meter	\$0.00	\$100 + Parts	NA	
	No	Domestic Service Charge	\$20.00	\$30.00	50%	
	No	Irrigation Service Charge	\$25.00	\$30.00	20%	
	No	Monthly Budget Billing - Inside City	1/2 Inside City Bi-monthly Base Charge	1/2 Inside City Bi-monthly Base Charge	0%	
	No	Monthly Budget Billing - Outside City	1/2 Outside City Bi-monthly Base Charge	1/2 Outside City Bi-monthly Base Charge	0%	
	No	M&M Subdivision - Fixed Charge	\$67.87	\$67.87	0%	
	Yes	1" Service Riser	\$0.00	\$75.00	NA	
	Yes	Service Line Boring	\$0.00	Pass Through Cost	NA	
	No	Main Line Construction (per ft)	\$14.13	Pass Through Cost	NA	
	No	Curb Stop Removal	\$100.00	\$100.00	0%	
	No	1" Meter Connection Fee	\$350.00	\$452.00	29%	
	No	1.5" Meter Connection Fee	\$559.00	\$662.00	18%	
	No	2" Meter Connection Fee	\$695.00	\$844.00	21%	
	No	1" Domestic Service Line Fee	\$1,181.00	\$1,459.00	24%	
	No	1.5" Domestic Service Line Fee	\$1,650.00	\$1,830.00	11%	
	No	2" Domestic Service Line Fee	\$1,965.00	\$2,346.00	19%	
	No	1" Irrigation Service Line Fee	\$145.00	\$1,623.00	1019%	
	No	1.5" Irrigation Service Line Fee	\$197.00	\$1,705.00	765%	
	No	2" Irrigation Service Line Fee	\$288.00	\$1,787.00	520%	

Comments on Competitiveness of New Rate

Reasons why Fee Change is Needed and What New Funding will be Used for

City of Nampa
Fee Change Request Form

Department Public Works - Water - Irrigation Rates & Fees

Effective Date 03/01/2016

Trans Code	New Fee	Description	Current Revenue	Proposed Revenue	Percent Change	Est Annual Dollar Incr
	No	Residential Irrigation Base Charge	\$13.90	\$14.84	7%	
	No	Residential Irrigation Tier 1	\$0.005860	\$0.010473	79%	
	No	Residential Irrigation Tier 2	\$0.000430	\$0.000769	79%	
	No	Assessable Acreage	\$0.001720	\$0.000000	-100%	
	No	Residential Irrigation No Benefit Base Charge	\$13.90	\$14.84	7%	
	No	Residential Irrigation No Benefit Tier 1	\$0.001466	\$0.002618	79%	
	No	Residential Irrigation No Benefit Tier 2	\$0.000114	\$0.000192	68%	
	No	Assessable Acreage No Benefit	\$0.001720	\$0.000000	-100%	
	No	Non-Residential Irrigation Base Charge	\$13.90	\$14.840000	7%	
	Yes	Non-Residential Irrigation Tier 1		\$0.016724		
	Yes	Non-Residential Irrigation Tier 2		\$0.001227		
	No	Non-Residential Irrigation No Benefit Base Charge	\$13.90	\$14.84	7%	
	Yes	Non-Residential Irrigation No Benefit Tier 1		\$0.004181		
	Yes	Non-Residential Irrigation No Benefit Tier 2		\$0.000307		

Comments on Competitiveness of New Rate

Reasons why Fee Change is Needed and What New Funding will be Used for

City of Nampa
Fee Change Request Form

 Department

 Effective Date

Trans Code	New Fee?	Description	Current Revenue	Proposed Revenue	Percent Change*	Est Annual Dollar Incr
	No	Residential 5/8" Meter Base Charge	\$16.08	\$15.88	-1%	
	No	Residential 3/4" Meter Base Charge	\$16.08	\$15.88	-1%	
	No	Residential 1" Meter Base Charge	\$16.08	\$15.88	-1%	
	No	Residential 1 1/2" Meter Base Charge	\$16.08	\$23.05	43%	
	No	Residential 2" Meter Base Charge	\$16.08	\$33.96	111%	
	No	Non-Residential 5/8" Meter Base Charge	\$16.08	\$16.55	3%	
	No	Non-Residential 3/4" Meter Base Charge	\$16.08	\$16.55	3%	
	No	Non-Residential 1" Meter Base Charge	\$16.08	\$16.55	3%	
	No	Non-Residential 1 1/2" Meter Base Charge	\$16.08	\$23.77	48%	
	No	Non-Residential 2" Meter Base Charge	\$16.08	\$34.19	113%	
	No	Non-Residential 3" Meter Base Charge	\$16.08	\$76.96	379%	
	No	Non-Residential 4" Meter Base Charge	\$16.08	\$107.40	568%	
	No	Non-Residential 6" Meter Base Charge	\$16.08	\$188.15	1070%	
	No	Non-Residential 8" Meter Base Charge	\$16.08	\$283.89	1665%	
	Yes	Non-Residential Volume Charge (per ccf)		\$0.82		
	Yes	Residential Volume Charge - Block 1 (0-700 ccf)		\$0.46		
	Yes	Residential Volume Charge - Block 2 (701-1400 ccf)		\$0.81		
	Yes	Residential Volume Charge - Block 3 (1401 ccf and above)		\$1.05		

Comments on Competitiveness of New Rate**Reasons why Fee Change is Needed and What New Funding will be Used for**

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement"), is made effective and entered into this 19 day of JANUARY, 2016 ("Effective Date"), by and between Boise State University ("Boise State"), an Idaho institution of higher education, and the City of Nampa, an Idaho municipal corporation located in Canyon County, Idaho ("City"). At times in this Agreement Boise State and City are referred to as "Party" and jointly as "Parties."

SECTION I RECITALS

1.1 City owns a multi-purpose public event facility located within its corporate limits known as the Ford Idaho Center; and

1.2 Since about 2002 Boise State has used a portion, or portions, of the Ford Idaho Center building and grounds known commonly as the "Sports Center" as the venue for its collegiate indoor track program, including without limitation competitions and practices; and

1.3 A Memorandum of Understanding and Agreement dated April 19, 2002 ("MOU"), a copy of which is attached as Exhibit A and incorporated by this reference, relates to such use; and

1.4 Disputes and differences have arisen between the Parties concerning the MOU and Boise State's right to continuing use of the Sports Center; and

1.5 The Parties have reached a resolution of their disputes and differences concerning the MOU and the terms of Boise State's continuing use of the Sports Center and desire to resolve claims between them pursuant to the terms of this Agreement.

SECTION II TERMS AND CONDITIONS

In consideration for the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is acknowledged by each Party, the Parties to this Agreement agree as follows:

2.1 Phase Out and Termination of MOU; Future Use of Sports Center by Boise State. Subject to the terms of this Agreement, the Parties agree that Boise State shall use the Sports Center for the 2015-16, 2016-17, 2017-18 and 2018-19 indoor track seasons in substantially the same fashion as it was used under the MOU for the 2013-2014 indoor track season. These four (4) indoor track seasons shall be referred to in this Agreement as the "Term." Following the conclusion of the 2018-19 indoor track season at the end of the first full week in March 2019 (but in no event to exceed March 11, 2019 unless the parties agree in writing to

further extension), Boise State's right to use of the Sports Center under the MOU and this Agreement shall terminate and Boise State shall leave the Sports Center the same condition as exists at the outset of that season, reasonable wear, tear and damage by the elements or other licensees, users, agents, or invitees of City excepted. Thereafter, any use of the Sports Center by Boise State must be pursuant to a new agreement, the terms of which must be negotiated between the Parties or their representatives.

2.2 Cost Sharing and Revenue. For the Term of this Agreement, the Parties agree to share equally the net costs and expenses incurred by the City in performing its obligations under the MOU in substantially the same fashion as the same were performed for the 2013-2104 indoor track season. City shall provide the services and pay all expenses as the same become due. At the conclusion of each season of the Term of this Agreement, City shall provide Boise State with a documented accounting of net costs and expenses incurred and Boise State shall reimburse City for one half (1/2) of the total. Neither Party will be obligated to pay for a scoreboard or marketing fees as contemplated by Section 9 of the MOU during the Term. Any revenue generated by indoor track events shall be retained or divided by the Parties as set forth in the MOU.

2.3 Effect of Agreement. While occupancy and use of the Sports Center during the Term of this Agreement shall be governed with reference to the practices and conduct of the Parties during the 2013-2014 indoor track season and the MOU, to the extent of any inconsistency between such practices or the MOU and this Agreement, the terms of this Agreement shall control. Provided, however, the MOU and this Agreement should be read and construed together whenever and wherever possible, and the MOU is not hereby modified, replaced or superseded by this Agreement, except as set forth herein.

2.4 Settlement of Claims. The Parties intend this Agreement to be a resolution of their dispute regarding the enforceability, rights and effect of the MOU and any associated claims. This Agreement shall not be construed as or deemed an admission of any kind by either Party in any subsequent proceeding or action related to the MOU.

2.5 Advice of Counsel. The Parties represent and warrant that they have read this Agreement in its entirety and understand and voluntarily accept its terms. The Parties further warrant that they each have had the opportunity to receive independent legal advice from their attorneys with respect to the advisability of making the settlement provided for in this Agreement and with respect to the advisability of executing this Agreement.

2.6 Cooperative Preparation of Agreement. The Parties agree and warrant that each party has cooperated in the drafting and preparation of this Agreement and that in any construction to be made of this Agreement, the same shall not be construed against either Party.

2.7 Applicable Law; Jurisdiction and Venue. The Parties agree and warrant that this Agreement shall be deemed to have been executed and delivered within the State of Idaho, and the rights and obligations of the parties hereto shall be construed and enforced with, and governed by, the laws of the State of Idaho. Any action to enforce this Agreement, and this

Agreement alone, shall be brought in the Third Judicial District of the State of Idaho, for Canyon County.

2.8 Headings and Titles. The Parties agree and warrant that all headings and titles and subheadings and subtitles herein are inserted as a matter of convenience and reference only. They in no way define, limit, extend or describe the scope or intent of this Agreement.

2.9 Costs and Attorneys' Fees. Should it become necessary for either Party to file suit in connection with efforts to enforce the provisions of this Agreement, the prevailing party in such suit shall be entitled to reimbursement for its reasonable costs and reasonable attorney fees from the non-prevailing party. The Parties further agree that each Party shall be responsible for paying its own attorney fees, costs and expenses incurred by such Party in connection with the preparation of this Agreement.

2.10 Specific Performance. This Agreement may be enforced by specific performance.

2.11 Existence and Authority. The Parties, and the undersigned, warrant, each to the other, that they have the necessary power and authority to execute and deliver this Agreement and to perform the obligations to be performed by them. The execution, delivery and performance of this Agreement by them has been duly authorized by all necessary organizational and corporate action. This Agreement shall, upon execution and delivery, constitute the legal, valid and binding obligations of the Parties, enforceable in accordance with its terms.

DATED this _____ day of _____, 2016.

BOISE STATE UNIVERSITY

By _____

Its _____

CITY OF NAMPA, IDAHO

By _____

Robert L. Henry, Mayor

Attest:

City Clerk

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

Between the Idaho Center and Boise State University
for the Use and Operation of an Indoor Track Facility

This Memorandum of Understanding and Agreement (hereinafter the "Agreement") is made and entered into this 19 day of April, 2002, by and between THE URBAN RENEWAL AGENCY OF THE CITY OF NAMPA, IDAHO d/b/a The Idaho Center (hereinafter "Idaho Center") and BOISE STATE UNIVERSITY (hereinafter "BSU").

Recitals

WHEREAS, the Idaho Center has agreed to construct on Idaho Center property a facility sufficient to house and conduct indoor track and field meets (hereinafter the "Sports Center") and has agreed to make the Sports Center available to BSU; and

WHEREAS, BSU desires to acquire the use of the Sports Center for practice and competition purposes; and

WHEREAS, the parties enter into this Agreement to establish the responsibilities for the development, operation and use of the Sports Center.

NOW, THEREFORE, the Idaho Center and BSU hereby covenant and agree to the following terms and conditions, to-wit:

Agreement

1. **Term.** The term of this Agreement will commence on April 19, 2002, and will continue for as long as the Sports Center and the *Mondo* track or its replacement exists, or until terminated by mutual agreement of both parties.

2. **Construction of Sports Center.** Idaho Center will construct, at its own cost and expense, a Sports Center facility which will consist of a building adequate in size to accommodate a 200-meter *Mondo*® indoor track, 4,500 spectator seats, public restroom facilities, and food concession areas; the clear-span area will be a minimum size of approximately 300' x 175' (the entire facility is hereinafter collectively referred to as the "Sports Center"). The cost of construction of the Sports Center shall be borne by the Idaho Center and the Urban Renewal Agency of the City of Nampa, Idaho. BSU shall not be responsible for any construction costs of the Sports Center. The Sports Center shall be built on real property owned by the Idaho Center and shall be solely owned by the Idaho Center. BSU shall have no interest in the real property.

EXHIBIT "A"

3. **Purchase of Mondo® Track.** BSU shall purchase a 200-meter Mondo® indoor track adequate to accommodate championship track events such as the NCAA indoor track finals to be utilized at track and field events at the Sports Center. The cost of this Mondo® track shall be borne by BSU and it shall be the sole and exclusive property of BSU. The Idaho Center shall not be responsible for any cost associated with the Mondo® track.

4. **BSU Use of Sports Center.** BSU will be entitled to the preferential use of the Sports Center, including sufficient parking, on an annual basis from the beginning of the second week in November of each year through the end of the first week in March of the following year (hereinafter BSU's use term). BSU's use term shall commence at the beginning of the second week of the first November following the completion of construction of the Sports Center and shall continue thereafter on an annual basis from the beginning of the second week in November of each year through the end of the first week in March of the following year for as long as the Sports Center exists. This term may be extended to include both earlier and later times if such extension does not conflict with scheduled events at the Idaho Center. During BSU's use term, BSU shall have all priority to the use of the Sports Center for the purposes of track and field. During BSU's use term, the Sports Center will be used predominately for indoor track related events. Both parties must mutually agree to the scheduling of any non-related events during BSU's use term.

BSU Daily Use. BSU daily use will take place during the hours of 11:00 a.m. and 9:00 p.m. on Monday through Friday, and 9:00 a.m. and 9:00 p.m. Saturday pursuant to practice and competition needs. Saturday practices may be held in the event there is no scheduled competition for that day (during established practice times). Competition schedules may require modification of the daily use hours.

Other Use. During the Monday through Saturday BSU use term hours set forth above, BSU shall have the exclusive right to rent the Sports Center to third parties for track and field purposes.

Rental. In addition to any track usage fee charged by BSU to such third parties, the Idaho Center may also assess a charge to any third party track and field team for building rental to cover actual costs in excess of those agreed upon by the IC in section 7. Obligations of the Idaho Center.

Conditions. Both parties agree that the Sports Center shall not be rented to any third party track and field team unless it first provides proof of insurance to cover any medical condition or injury which might occur during its use of the Sports Center, and signs a waiver indemnifying and holding the Idaho Center and BSU harmless from any and all injury, condition, accident or other circumstance sustained by or occurring to any member,

athlete, coach, spectator or other person associated with third party renting the track and field facility and Sports Center.

5. **Third Party Use of Sports Center.**

Notwithstanding anything herein contained to the contrary, the parties agree that no use of the indoor track at the Sports Center may take place at any time without the consent of Boise State University Athletics and/or the BSU Track and Field Department.

If BSU is not utilizing this *Mondo*® track for its practice sessions or if the *Mondo*® track is not being used during an indoor track and field competition scheduled by BSU, the parties agree that no other person or party is authorized to use this *Mondo*® track without the express approval and permission of BSU.

6. **Consideration.** For the right to the use of the Sports Center on an annual basis during the dates and times herein specified, the parties agree that BSU shall pay the Idaho Center a sponsorship fee of Three Hundred Thousand Dollars (\$300,000.00), payable as follows:

\$75,000.00 by September 30, 2002;
\$75,000.00 by September 30, 2003;
\$75,000.00 by September 30, 2004;
\$75,000.00 by September 30, 2005.

There shall be no additional consideration required from BSU and their right to the use of the Sports Center as herein set forth shall begin when the Sports Center has been completed and is available for use and shall continue for as long as the Sports Center exists

7. **Obligations of the Idaho Center.** Throughout the life of this Agreement during BSU's use term, and in addition to all other terms and conditions set forth herein to be performed by the Idaho Center, the Idaho Center will be responsible for the following at its sole cost and expense:

- (a) to set up at and tear down at the Sports Center the bleacher seating that BSU will provide and transport to the Sports Center.
- (b) supply and pay for all personnel and materials required for the daily maintenance and repair of the Sports Center.
- (c) to pay for all electrical and heating of the Sports Center.
- (d) supply and pay for all personnel and material used in the general maintenance of the Sports Center.
- (e) supply materials and pay for maintenance on the BSU bleacher seats used during non-track events at the Sports Center.
- (f) provide necessary personnel to set up and take down the indoor track and components on an annual basis. The track is to be set up in mid-November and taken down approximately the first week in March, the exact dates to be agreed upon by IC and BSU Athletics no later than September 1 of each year.
- (g) pay for building costs associated with BSU's use term including, but not limited to, heat and lighting sufficient to adequately heat and light the Sports Center. IC will provide security, building operation personnel, ticket sellers and takers and parking as necessary.
- (h) provide all building and event security.
- (i) the sale of all food and beverages at concessions.
- (j) provide any catering required.

The Idaho Center shall retain all net revenues associated with the sale of food and beverages at concessions and catering. The Idaho Center shall retain all gate fees of both spectators and participants. The parties agree that gate fees may be assessed to meet participants in addition to any required meet entry fee.

8. **Obligations of BSU During Its Use Term.** Throughout the life of this Agreement during BSU's use term of the Sports Center, and in addition to all other terms and conditions set forth herein to be performed by BSU, BSU will be responsible for the following at its sole cost and expense:

- (a) to provide and transport approximately 3,000 bleacher-type seats to and from BSU to the Sports Center for use at the Sports Center during the months of January through July of each year.
- (b) to tear down the bleacher-type seats at BSU for transport to the Sports Center and to reset the bleacher-type seats at BSU when they are transported back to BSU from the Sports Center.
- (c) to supply, at its own cost and expense, a *Mondo*® banked 200-meter indoor track and all necessary track equipment.
- (d) provide supervision necessary for BSU track practice, competitions and public use of the track.
- (e) pay for any trainers, medical personnel, EMTs or emergency medical response teams during BSU's use of the Sports Center for track practice and competitions.
- (f) pay for any repairs to the *Mondo*® track, track equipment, and bleacher seats from BSU, unless these costs are the result of negligence by IC personnel.
- (g) supply and pay for any maintenance on the *Mondo*® track and related equipment.
- (h) supply materials and pay for maintenance on the BSU bleacher seats while being used in conjunction with track events.
- (i) pay for costs associated with BSU's track meet production including, but not limited to, officials, registration, entry fee collection and sports medicine personnel.
- (j) BSU shall collect and retain all entry fees throughout the term of this contract.

9 **Marketing.** The Idaho Center and BSU will establish a Marketing Committee consisting of the BSU Athletic Director (or designate), BSU's Head Track Coach, the Director of the Idaho Center, the Idaho Center Controller, and other appropriate staff appointed and approved by each of these four positions. The Marketing Committee will develop a comprehensive marketing plan which will include specific goals to attract local, regional and national track meets involving high school, college and open class competitors.

The Marketing Committee shall establish a marketing account for the purpose of funding track event promotions and advertising. The Marketing committee will be responsible for all joint promotions and will be accountable for promotional budgets and approval of all expenditures. The Marketing Committee will establish an annual marketing calendar with the start date beginning at the end of each indoor track season.

The Marketing Committee will create and solicit bids for non-BSU events and national championship/elite competitions, e.g., NCAA, USA Track and Field Championships, Mountain Pacific Sports Federation, Big Sky, Golden Spike. The Marketing Committee will develop a major regional high school competition to be known as the Great Northwest Indoor Championships. The Marketing Committee will solicit and promote media and television coverage of competitions. The Idaho Center and BSU will share equally the net proceeds that might arise from media coverage.

Due to the unique nature of bidding and opportunities for certain competitions, Boise State University and the Idaho Center shall negotiate the gate, facility usage fees, and entry fee proceeds on a case by case basis for the WAC Championships, NCAA Championships, USA Track and Field Championships, Golden Spike Championships, and all other third party competitions where a facility usage fee is charged or is deemed appropriate by the Marketing Committee.

The Marketing Committee will solicit sponsorship for establishing a high quality scoreboard and/or video screen suitable and appropriate to the intended uses of the venue. Financial liability for, as well as any revenue generated from this scoreboard will be prorated 75% to the Idaho Center and 25% to BSU.

The Idaho Center will make available to the Marketing Committee a minimum of \$5,000 per marketing year for the purpose of advertising and promotion.

BSU will make available to the Marketing Committee a minimum of \$5,000.00 per marketing year for the purpose of advertising and promotion.

10. **Sponsors.** BSU and the Idaho Center will jointly pursue event sponsors for non-BSU events such as NCAA's, USA Track and Field Championships, Mountain Pacific Sports Federation, Big Sky, Golden Spike. Sponsorship funds received as a result of this effort will be used to defray costs associated with staging those events. After all costs are paid for each event, the net overage will be set aside and used to help defray costs for future non BSU events. If a shortage should occur and reserve funds are not adequate to pay the entire shortage, the Idaho Center and BSU will be paid from sponsor funds at the same percentage as costs are incurred. For any shortage not paid, accounting documentation will be maintained and future overages will be used to pay the shortage. At the end of each track season, any overage will be transferred to an account, to be known as the Marketing Account, thereby reducing the annual funding requirement as specified in section 9. Marketing. If the overage at the end of the track year exceeds \$10,000.00, all funds exceeding \$10,000.00 will be divided equally between the Idaho Center and BSU.

The Idaho Center may pursue building and capital expenses sponsors. These funds are to remain the property of the Idaho Center and will not be shared with BSU.

BSU may pursue track and field facility, track and field equipment and seating expense sponsors. These funds are to remain the property of BSU and will not be shared with the Idaho Center.

11. **Track Meet Operation and Event Staging.** The Idaho Center and BSU will share responsibility for setting up and tearing down for event competitions.

12. **Storage.** The Idaho Center agrees to store, at no additional cost or expense to BSU, the *Mondo*® track, related track equipment and the BSU bleacher seats during those times that BSU is not using those items at the Sports Center. BSU hereby indemnifies and holds the Idaho Center harmless from any damage or loss occurring to any equipment that BSU shall store at the Idaho Center.

13. **Novelties.** The Idaho Center and BSU shall share equally all novelty rights and net proceeds for meet T-shirts produced and sold in conjunction with non-BSU competitions. All novelty rights and all net proceeds for such items, including but not limited to athletic apparel, souvenirs and competition-specific apparel such as meet T-shirts, for all BSU sponsored competitions, produced and sold in conjunction with BSU competitions shall be the property of BSU. BSU shall have the right to assign any rights under this paragraph to a third party including but not limited to the BSU Bookstore. All novelty rights and all net proceeds for such items, including but not limited to apparel and souvenirs, specific to the Idaho Center and or Idaho Horse Park shall be the property of the Idaho Center.

14. **No Concessions.** No concessions of any kind may be sold or distributed by BSU during its use of the Sports Center.

15. **General Maintenance.** The Idaho Center will be responsible for maintaining the grounds surrounding the Sports Center, and all plumbing associated therewith.

16. **Scheduling.** During BSU's use term, BSU shall have all priority to the use of the Sports Center for the purposes of holding scheduled indoor track practice for the BSU track team and for scheduled track meets. During BSU's use term, the Sports Center will be used predominately for indoor track related events. Both parties must mutually agree to the scheduling of any non-related events during BSU's use term.

17. **Waste Prohibited.** At the conclusion of any BSU sponsored activity, the Sports Center and its immediate surrounding area will be cleaned of debris by BSU personnel and the debris will be placed in trash receptacles supplied by the Idaho Center.

18. **Signs.** The Idaho Center will retain all sponsorship revenue generated from the placement of signs on or in the Sports Center. This shall not include signs on or attached to any track and field surfaces or on the essential equipment, such as jumping pits or barrier fencing.

BSU will retain all sponsorship revenue generated from the placement of signs on the *Mondo*® track and in particular, signs on or attached to any track and field surfaces including the essential equipment, such as jumping pits or barrier fencing.

19. **Liability.** In this section, generic reference to the Idaho Center and BSU shall be deemed to include their officers, trustees, councils, boards, agents, designees, contractors, employees, faculty, staff and students, assigns and invitees:

A. **Indemnification by Idaho Center.** Idaho Center agrees to indemnify and save BSU harmless from and against any and all claims and demands arising out of or relating to any negligent or intentional act or omission of Idaho Center during Idaho Center's administration of the Sports Center and any part thereof and from and against any and all cost, including reasonable attorney's fees, expenses and liabilities incurred in connection with any such claims and/or proceedings brought thereon. Nothing in this paragraph shall be deemed to expand the liability of any entity beyond the applicable limits of the Idaho Tort Claims Act.

B. **Indemnification by BSU.** BSU agrees to indemnify and save Idaho Center harmless from and against any and all claims and demands (except for Idaho Center's proportionate share of any such claim which arises out of the negligence or intentional acts of Idaho Center) for, or in connection with, any accident, injury, or damage whatsoever caused to any person or property arising, directly or indirectly, out of the business activities conducted in or the use and/or occupancy of the Sports Center or occurring in, on or about the Sports Center or any part thereof, or arising directly or indirectly, from any negligent or intentional act of BSU, and from and against any and all cost, including reasonable attorney's fees, expenses and liabilities incurred in connection with any such claims and/or proceedings brought thereon. Nothing in this paragraph shall be deemed to expand the liability of any entity beyond the applicable limits of the Idaho Tort Claims Act.

20. Liability Insurance. Each party shall maintain a comprehensive liability insurance policy or self-insurance covering the activities occurring at the Sports Center during the term of this Agreement with a responsible insurance company or in compliance with state law, at their own respective cost, in the names of and for the benefit of the State of Idaho, BSU, the Idaho Center, the City of Nampa, and the City of Nampa Urban Renewal Agency, as principle insureds or additional insureds, as is appropriate. The amount of coverage shall be sufficient to cover each party's exposure under the Idaho Tort Claims Act, which is currently \$500,000. Each party shall furnish the other with a certificate of liability insurance or certificate of financial responsibility stating that said insurance is in full force and effect during the term of use of this Agreement or any extension hereof.

21. Approvals of Governing Bodies. This Agreement is subject to any approval required by the board(s) or council(s) of the respective parties. Each party promises that it will use due diligence in gaining such approvals, and will notify the other party in writing when such approval is accomplished.

22. **Notices.** Except for event scheduling requests and information which shall take place between a designated representative of BSU and the Idaho Center, all required notices to be given under this Agreement shall be by certified mail, return receipt requested, to the parties as follows:

The Idaho Center:

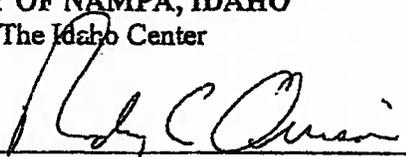
Rodney C. Orrison
The Idaho Center
P.O. Box 279
Nampa, Idaho 83653

Boise State University:

Harry E. Neel, Jr.
Vice President for Finance and Administration
Boise State University
1910 University Drive
Boise, ID 83725

IN WITNESS WHEREOF, the parties do execute this Agreement.

THE URBAN RENEWAL AGENCY OF THE
CITY OF NAMPA, IDAHO
d/b/a The Idaho Center



Rodney C. Orrison, Director
"Idaho Center"

BOISE STATE UNIVERSITY



Harry E. Neel, Jr.
Vice President for Finance and Administration

Consented to by the CITY OF NAMPA

Resolution Number 1-2016
A Resolution Appointing Board Members and Alternates to the
Valley Regional Transit Board

The following Resolution was considered and adopted by the City of Nampa on the 19th day of January, 2016.

Whereas, the State of Idaho authorized the creation of regional public transportation authorities under Chapter 21, Title 40 of the Idaho Code to " ... provide public transportation services, encourage private transportation programs and coordinate both public and private transportation programs, services and support functions ... "; and

Whereas, an election was held on November 3, 1998, in accordance with Idaho Code 40-2105(1) and resulted in voter approval of the Ada County Regional Public Transportation Authority; and

Whereas, Idaho Code 40- 2106(1) mandates the creation of a governing board appointed by and serving at the pleasure of the governing bodies of counties, incorporated cities, and highway districts located wholly or partially within the authority; and

Whereas, Nampa is established under the laws of the State of Idaho as an incorporated city located within the boundaries of the Ada County Regional Public Transportation Authority; and

Whereas, Idaho Code 40- 2106(3) states board members shall be appointed by resolution of the appointing agency.

NOW, THEREFORE, BE IT RESOLVED by the City of Nampa pursuant to Idaho Code 40-2106, that the following persons be appointed to the Ada County Regional Public Transportation Authority and to the Valley Regional Transit Board:

Mayor Henry as primary representative
Sandi Levi as primary representative
Michael Fuss as alternate representative
Sheri Murray as alternate representative

IT IS FURTHER ORDERED That the above resolution is effective the 19th day of January, 2016.

Approved:

Mayor Robert L. Henry

Attest:

City Clerk or Deputy



City of Nampa

Building Safety & Facilities Development

Patrick Sullivan CBO, Director
411 3rd Street South, Nampa ID 83651
(208) 468-5435 www.cityofnampa.us

MEMO

Date: January 13, 2016

To: The Nampa City Council

From: Patrick Sullivan, Director of Building Safety and Facilities Development

Subject: Old Gym Moving and Storage Funding Request

The existing old gym located next to City Hall will be demolished in March of 2016 in order to provide additional parking to offset the development of a new hotel to the west of the Civic Center. Prior to demolition there is a need to dispose of approximately 4000 sf of surplus property and to move approximately 1000 sf of City records and 800 sf of miscellaneous City property to a new storage building located at 11 13th Avenue south.

The City of Nampa Facilities Development Department is requesting funds not to exceed \$29,264.00 in order to facilitate the disposal and relocation of city property from the old gym to the new storage building. This work will be scheduled for the month of February of 2016.

The following scope of work will be necessary to facilitate the disposal and moving of property from the old gym.

1. Demolition of a small stage, cabinets, toilet fixtures, and carpet are necessary to provide an open and stable floor area for placement of shelving and surplus property.
2. Disposal of surplus items in the gym will require labor and dumpster fees to sort and dispose of surplus property that is considered not usable.
3. New shelving will be required to facilitate the storage of 600 record and miscellaneous storage boxes and approximately 500 rolls of plans. We expect 5% growth of records storage annually.
4. Relocation of items from the old gym to the new storage building will be performed by a local moving company.
5. A 72" high chain link enclosure with three gates will be installed at the new storage building to segregate surplus furniture and office equipment from the records storage area.

Old Gym Moving and Storage Cost Estimate

DEPARTMENT: Facilities Development **DATE:** 01-13-2016

SCOPE: Moving and Disposal Costs for Old Gym

PREPARED BY: Patrick Sullivan

Category	Item	Quantity	Unit	Unit Cost	Estimate	Comments
Demolition at New Storage Building						
	Carpet Removal	32		\$40.00	\$1,500	
	Stage and Cabinet Removal	8		\$40.00	\$450	
	20 Cubic Yard Dumpsters	3		\$220.00	\$660	
	<i>Sub Total</i>				\$2,610	
Gym Items Disposal and Dump Fees						
	20 Cubic Yard Dumpsters	12		\$220.00	\$2,640	
	Labor to sort and dispose of items	128		\$40.00	\$5,120	
	<i>Sub Total</i>				\$7,760	
Purchase and Set Up New Shelving at New Storage Building						
	69"W x 30" D x 60" H Steel	34		\$266.00	\$9,044	
	Labor to Receive and assemble	96		\$40.00	\$3,840	
	<i>Sub Total</i>				\$12,884	
Relocation of Items from Gym to New Storage Building						
	Truck Rental	2		\$320.00	\$640	
	Moving Labor	96		\$45.00	\$4,320	
	<i>Sub Total</i>				\$4,960	
New Chain Link Enclosure						
	72" high chain link enclosure with 3 gates				\$2,500	
	<i>Sub Total</i>				\$2,500	
	<i>Estimate Sub-total</i>				\$25,754	
	Design Fees				\$850	
	Estimating Contingency	10.0%			\$2,660	
	Cost Projection Total				\$29,264	

RESOLUTION NO. _____

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

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

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

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

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

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

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

1. That the attached listed records shall be destroyed or disposed of under the direction and supervision of the City Clerk, and in accordance with City policy.
2. The staff of the City of Nampa is hereby authorized to take all necessary steps to carry out the authorization provided by this Resolution.

RESOLVED this 19th day of January, 2016.

Approved:

MAYOR ROBERT HENRY

ATTEST:

City Clerk

**CITY OF NAMPA
PROPERTY DISPOSAL REQUEST**

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

Disposal Method Code	Use Category	Qty.	Description of Item	Condition Code	Estimated Value/ Ea.
05	multi-key storage box	1	metal storage box for keeping multiple keys	U	\$0
05	electrical racks	2	old racks for stage lighting	U	\$0
05	electrical rack inserts	13 boxes	electrical inserts used in above racks	U	\$0
05	door parts	14	metal door parts which were replaced	U	\$0
05	projection screen	1	old broken 8' projection screen	U	\$0
05	chair carts	2	broken unusable chair carts	U	\$0
05	canopy frame	1	canopy and frame structure	U	\$0
06	iron cart	1	large heavy iron cart	G	\$15
06	pegboard and stage props	5	partial sets for stage production	F	\$0
06	street lamp prop	1	large electric stage prop street lamp	G	\$15
05	particle board	18	4 x 8 sheets 1/2 inch particle board	F	\$10
06	dance floor	26	sections of portable dance floor	R	\$25
06	riser stairs and rails	4	metal riser stairs and rails	R	\$50
06	wheelchair ramp	1	wooden wheelchair ramp	G	\$50
06	electrical cable	1	100' heavy electrical cable	G	\$25
06	iron screens	2	iron screens 4' x 8'	G	\$10
06	plywood	18	4' x 8' x 1 1/8" plywood sheets	F	\$10
06	portable stages	16	4' x 8' x 1 1/8" carpeted stages with screw in pipe legs	F	\$25
06	tables	22	wooden 8' x 30" and classroom style tables	F	\$15
06	metal bike racks	2	heavy metal 16' racks	G	\$50

06	chairs	8	stackable brown padded chairs	F	\$5
06	tables	16	wooden 60" round banquet tables, folding legs	F	\$20
05	tables	3	gray plastic round 60" tables, folding legs	U	\$10
06	chairs and card	8	metal folding chairs on cart	F	\$10
06	oak baseboard	50'	various lengths of oak baseboard 1" x 4"	G	\$50
05	carpet	varies	various sizes of carpet remnants	U	\$0
06	band shell	1	sections of gray plastic bandshell, 3' wide and 14', 16', and 18' in length, with metal support brackets	F	\$0
05	invoice paper	54	boxes of invoice paper	U	\$0
06	electronic components	10	various electronic components for light and sound	U	\$0
06	bingo cage	1	rotating bingo cage, wood and wire mesh	G	\$15
05	overhead projectors	4	overhead projectors, burned out bulbs, poor condition	U	\$0

05	exit signs	5	exit signs, electric, in boxes	G	\$10
06	table cart handles	6	metal table cart handles	F	\$10
06	canopy frame	30	various lengths of aluminum pipe	U	\$0
06	file cabinets	2	wooden filing cabinets, large	G	\$10
04	steel trusses	2	steel 50' trusses, were used on stage	G	\$100
05	Van Passenger Seat	2	Seats from Converted Maintenance Van	U	\$0
05	Cubicle shelf w/ hardware	4	Shelving for cubicles we no longer have in stock	U	\$0
05	Cubicle Desktop w/ Legs	7	Desktops for Cubicles we no longer have in stock	U	\$0
05	Custodian Cart bag	2	Bags which attaches to a custodian cart	U	\$0
05	Furnace	1	Forced air furnace	U	\$0

05	Main street Set	1	A stand up set backdrop for dances	U	\$0
05	Coca Cola Bins	3	Drink Bin/coolers	U	\$0
05	Coca Cola Bins	2	Drink Bin/Coolers w/ missing lids	U	\$0
05	Particle Board Shelving Units	40	Built in place shelving unit. These shelves cannot be moved due to the construction method.	U	\$0

Disposal Method Codes:

- 01 Transfer to another agency or department
- 02 Public Sale (Auction or sealed bid)
- 03 Leased property turned back
- 04 Recycle or sell for scrap
- 05 Unusable – ship to local dumpsite
- 06 Other: Donate to Non-Profit such as Salvation Army, Second Chance, Habitat for Humanity Re-Store, Idaho Youth Ranch, etc. **or Send to Auction.**

Condition Codes:

- E Excellent
- G Good
- F Fair
- R Repairable
- U Unusable

Requesting Department: Building Department	Date: 01/11/2016
Department Contact Patrick Sullivan 468-5445	To be Completed by: March 1, 2016

January 12, 2016

RE: Renewal of telephone line service and support for City of Nampa

Executive Summary:

Existing telecommunications contracts are expiring and the IT Department has negotiated with and obtained quotes from several vendors for the renewal of those services. Included below are the quotes for the renewals and the recommendations of the IT Director. If you have any questions, we would be happy to answer them at your convenience.

Current Contract:

We are currently paying \$4,077.07 monthly for all of our telephone line services through Integra Telecom. That agreement will expire on February 15, 2016.

Quote PRI Lines (MRC):

Integra Telecom - \$1,144.00

Level 3 - \$1,347.00

CenturyLink - \$1,379.65

Quote Analog Lines (MRC):

Integra Telecom - \$2,933.07

CenturyLink - \$3,754.93

Granite - \$3,257.10

Recommendation:

Based on the quotes provided by the above named vendors and our analysis of the services those vendors can provide to our unique enterprise infrastructure, the IT Director recommends that we authorize the Mayor and/or IT Director to sign agreement with Integra Telecom.

Legal Disclaimer:

The IT Department consulted with the City Attorney to ensure that the Master contract terms and conditions with Integra Telecom were favorable for the city and were in line with City, County, State and Federal regulations, including appropriate non-appropriations clause for entering into a contract that spans more than 1 year.

EXHIBIT A: Integra Telecom Contracts

City Hall PRI

OMA: Integra Telecom *
 Address: 10452 W Emerald
 City, St, Zip: Boise, ID 83704
 Phone: 208-947-5000
 Toll Free: 877-947-5001
 Fax: 208-947-5001

Today's Date September 15, 2015
 Account Name CITY OF NAMPA-411
 ICC Number 899871
 Current Service Address 411 3RD ST S
 City, State, Zip NAMPA, ID 83651



Current Service Address 411 3RD ST S
 City, State, Zip NAMPA, ID 83651

Prepared By Misty Northrop

Contract Term 36 Months

Customer Contact Information
 Contact Name Mark Davis
 Contact Number 2084685481
 Email Address davism@cityofnampa.us
 Fax

Not Applicable **MOVE ORDER INFORMATION**

New Service Address _____ Suite _____
 City, State _____ Zip _____
 *Requested Move Date _____

*Minimum Business days required once contract is received and accepted by Integra.
 Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal											
Local Services and Features	Current Pricing				Add / Change to Service						
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time
ISDN/PRI	\$434.00	\$149.00	1	\$285.00	\$434.00	\$149.00			1	\$285.00	
Directory Listing Additional White Page	\$6.00		5	\$30.00	\$6.00				5	\$30.00	
DID Block	\$0.15	\$0.05	356	\$35.80	\$0.15	\$0.05			356	\$35.80	
Caller ID Name & Number	\$20.00		1	\$20.00	\$20.00				1	\$20.00	
Interstate Access Charge	\$31.70		1	\$31.70	\$31.70				1	\$31.70	
Interconnection Fee	\$15.00		1	\$15.00	\$15.00				1	\$15.00	
Estimated Subtotals for Local Service				\$417.30					\$417.30	\$0.00	

Toll Services	Current Pricing			Add / Change to Service		
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly
Interstate	\$0.0350					
International Long Distance						
Intrastate	\$0.0350					
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing		Integra Proposed Services Estimate
				\$417.30		\$417.30

Notes: Term Length 36 Months
 Renewing services. Pricing valid for 30 days.

Directory Primary Listing
 No Additional Listing
 Additional Listings Attached
 No change to existing listing

Company Name _____
 Telephone Number to List _____
 Address _____ "X" to include Suite & Initial _____
 City, State Zip _____

Listing Type
 Business
 Residential
 Published
 Non-Published
 Non-Listed
 Omit Address

Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.

Customer Acceptance: _____
 Print Name _____ Authorized Signature _____ Date _____

Integra Telecom Acceptance: _____
 Print Name _____ Signature _____ Date _____

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 15 of the Integra Master Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

ANNEX PRI

OMA: Integra Telecom *
 Address: 10452 W Emerald
 City, St, Zip: Boise, ID 83704
 Phone: 208-947-5000
 Toll Free: 877-947-5001
 Fax: 208-947-5001

Today's Date September 15, 2015
 Account Name CITY OF NAMPA- 1305
 ICC Number 899673
 Current Service Address 1305 3RD ST S
 City, State, Zip NAMPA, ID 83651



Prepared By Misty Northrop

Customer Contact Information
 Contact Name Mark Davis
 Contact Number 2084685481
 Email Address davism@cityofnampa.us
 Fax

Contract Term 36 Months

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION	
New Service Address	City, State	Suite
*Requested Move Date		Zip
*Minimum Business days required once contract is received and accepted by Integra.		
Business Line: 15 Days DSL: 20 Days T1: 30 Days		

Renewal											
Local Services and Features	Current Pricing				Add / Change to Service						
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time
ISDN/PRI	\$434.00	\$149.00	1	\$285.00	\$434.00	\$149.00			1	\$285.00	
Directory Listing Additional White Page	\$6.00		5	\$30.00	\$6.00				5	\$30.00	
DID Block	\$0.15	\$0.05	99	\$9.90	\$0.15	\$0.05			99	\$9.90	
Caller ID Name & Number	\$20.00		1	\$20.00	\$20.00				1	\$20.00	
Interstate Access Charge	\$31.70		1	\$31.70	\$31.70				1	\$31.70	
Interconnection Fee	\$15.00		1	\$15.00	\$15.00				1	\$15.00	
Estimated Subtotals for Local Service				\$391.60					\$391.60	\$0.00	
Toll Services	Current Pricing			Add / Change to Service							
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly					
Interstate	\$0.0350										
International Long Distance											
Intrastate	\$0.0350										
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing			Integra Proposed Services Estimate				
				\$391.60			\$391.60				
Notes: Term Length 36 Months Renewing services. Pricing valid for 30 days.											
Directory Primary Listing <input type="checkbox"/> No Additional Listing <input type="checkbox"/> Additional Listings Attached <input type="checkbox"/> <input checked="" type="checkbox"/> No change to existing listing											
Company Name _____ Telephone Number to List _____ Address _____ City, State Zip _____										Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.	
Listing Type <input type="checkbox"/> Business <input type="checkbox"/> Residential <input type="checkbox"/> Published <input type="checkbox"/> Non-Published <input type="checkbox"/> Non-Listed <input type="checkbox"/> Omit Address											

Customer Acceptance: _____
 Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
 Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

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(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

HNPSB PRI

OMA: Integra Telecom *
 Address: 10452 W Emerald
 City, St, Zip: Boise, ID 83704
 Phone: 208-947-5000
 Toll Free: 877-947-5001
 Fax: 208-947-5001

Today's Date September 15, 2015
 Account Name CITY OF NAMPA-820
 ICC Number 899875
 Current Service Address 820 2ND ST S
 City, State, Zip NAMPA, ID 83651



Contract Term 36 Months

Prepared By Misty Northrop

Customer Contact Information

Contact Name Mark Davis
 Contact Number 2084885481
 Email Address davism@cityofnampa.us
 Fax

Not Applicable **MOVE ORDER INFORMATION**

New Service Address _____ Suite _____
 City, State _____ Zip _____
 *Requested Move Date _____

*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal												
Local Services and Features	Current Pricing				Add / Change to Service							
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time	
ISDN/PRI	\$434.00	\$149.00	1	\$285.00	\$434.00	\$149.00			1	\$285.00		
Directory Listing Additional White Page	\$8.00		5	\$30.00	\$8.00				5	\$30.00		
DID Block	\$0.15	\$0.05	442	\$44.20	\$0.15	\$0.05			442	\$44.20		
Caller ID Name & Number	\$20.00		1	\$20.00	\$20.00				1	\$20.00		
Interstate Access Charge	\$31.70		1	\$31.70	\$31.70				1	\$31.70		
Interconnection Fee	\$15.00		1	\$15.00	\$15.00				1	\$15.00		
Estimated Subtotals for Local Service				\$425.90					\$425.90	\$0.00		
Toll Services	Current Pricing			Add / Change to Service								
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly						
Interstate	\$0.0350											
International Long Distance												
Intrastate	\$0.0350											
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing				Integra Proposed Services Estimate				
				\$425.90				\$425.90				
Notes: Term Length 36 Months Renewing services. Pricing valid for 30 days.												
Directory Primary Listing	<input type="checkbox"/> No Additional Listing	<input type="checkbox"/> Additional Listings Attached	<input checked="" type="checkbox"/> No change to existing listing									
Company Name											Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.	
Telephone Number to List												
Address												
City, State Zip												
Listing Type	<input type="checkbox"/> Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Published	<input type="checkbox"/> Non-Published	<input type="checkbox"/> Non-Listed	<input type="checkbox"/> Omit Address						

Customer Acceptance: _____
 Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
 Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

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PRI City

OMA: Integra Telecom *
 Address: 10452 W Emerald
 City, St, Zip: Boise, ID 83704
 Phone: 208-947-5000
 Toll Free: 877-947-5001
 Fax: 208-947-5001

Today's Date September 15, 2015
 Account Name CITY OF NAMPA MAIN
 ICC Number 899670
 Current Service Address 411 3RD ST S
 City, State, Zip NAMPA, ID 83651



Current Service Address 411 3RD ST S
 City, State, Zip NAMPA, ID 83651

Contract Term **36 Months**

Prepared By Misty Northrop

Customer Contact Information

Contact Name Mark Davis
 Contact Number 2084685481
 Email Address davism@cityofnampa.us
 Fax

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION	
New Service Address	City, State	Suite
*Requested Move Date		Zip
*Minimum Business days required once contract is received and accepted by Integra.		
Business Line: 15 Days DSL: 20 Days T1: 30 Days		

Renewal																																						
Local Services and Features	Current Pricing				Add / Change to Service																																	
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time																											
ValuePlan 10000	\$200.00	\$200.00	1	\$0.00	\$200.00	\$200.00			1	\$0.00																												
Estimated Subtotals for Local Service				\$0.00					\$0.00	\$0.00																												
<table border="1"> <thead> <tr> <th rowspan="2">Toll Services</th> <th colspan="3">Current Pricing</th> <th colspan="3">Add / Change to Service</th> </tr> <tr> <th>Per Minute Rate</th> <th>Estimated Minutes</th> <th>Estimated Monthly</th> <th>Per Minute Rate</th> <th>Estimated Minutes</th> <th>Estimated Monthly</th> </tr> </thead> <tbody> <tr> <td>LD ValuePlan Overage</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>LD ValuePlanPlus 10000</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>												Toll Services	Current Pricing			Add / Change to Service			Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly	LD ValuePlan Overage							LD ValuePlanPlus 10000						
Toll Services	Current Pricing			Add / Change to Service																																		
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LD ValuePlanPlus 10000																																						
Estimated Monthly Charges excluding taxes and surcharges (1)					Existing Pricing			Integra Proposed Services Estimate																														
					\$0.00			\$0.00																														
Notes: Term Length 36 Months Renewing services. Pricing valid for 30 days.																																						
Directory Primary Listing <input type="checkbox"/> No Additional Listing <input type="checkbox"/> Additional Listings Attached <input type="checkbox"/> <input checked="" type="checkbox"/> No change to existing listing																																						
Company Name _____ Telephone Number to List _____ Address _____ City, State Zip _____										Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.																												
Listing Type <input type="checkbox"/> Business <input type="checkbox"/> Residential <input type="checkbox"/> Published <input type="checkbox"/> Non-Published <input type="checkbox"/> Non-Listed <input type="checkbox"/> Omit Address																																						

Customer Acceptance: _____
 Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
 Print Name Signature Date

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City Hall

318-0512
442-0277
461-2642
461-2244
465-0682
465-2296

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA CITY HALL- 411
ICC Number 899678
Current Service Address 411 3RD ST S
City, State, Zip NAMPA, ID 83651



Contract Term 36 Months

Prepared By Misty Northrop

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION	
New Service Address City, State	Suite Zip	
*Requested Move Date		
*Minimum Business days required once contract is received and accepted by Integra.		
Business Line: 15 Days DSL: 20 Days T1: 30 Days		

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

Renewal												
Local Services and Features	Current Pricing				Add / Change to Service							
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time	
Basic Business Line	\$28.95	\$7.00	6	\$131.70	\$28.95	\$7.00			6	\$131.70		
Feature Package	\$3.00		2	\$6.00	\$3.00				2	\$6.00		
Interstate Access Charge	\$6.33		6	\$37.98	\$6.33				6	\$37.98		
Interconnection Fee	\$1.95		6	\$11.70	\$1.95				6	\$11.70		
Estimated Subtotals for Local Service				\$187.38					\$187.38	\$0.00		

Toll Services	Current Pricing			Add / Change to Service		
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly
Interstate	\$0.0350					
International Long Distance						
Intrastate	\$0.0350					
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing		Integra Proposed Services Estimate
				\$187.38		\$187.38

Notes: Term Length 36 Months
Renewing services. Pricing valid for 30 days.

Directory Primary Listing	<input type="checkbox"/> No Additional Listing	<input type="checkbox"/> Additional Listings Attached	<input checked="" type="checkbox"/> No change to existing listing			
Company Name	Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.					
Telephone Number to List						
Address				<input type="checkbox"/> "X" to include Suite & Initial		
City, State Zip						
Listing Type	<input type="checkbox"/> Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Published	<input type="checkbox"/> Non-Published	<input type="checkbox"/> Non-Listed	<input type="checkbox"/> Omit Address

Customer Acceptance: _____
Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 15 of the Integra Master Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

ANNEX

318-0531

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA CITY HALL ANNEX
ICC Number 899677
Current Service Address 310 13TH AVE S
City, State, Zip NAMPA, ID 83651



Prepared By Misty Northrop

Customer Contact Information
Contact Name Mark Davis
Contact Number 8014685481
Email Address davism@cityofnampa.us
Fax

Contract Term 36 Months
MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
Suite
Zip
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time).

Summary table for Estimated Subtotals for Local Service, Toll Services, and Estimated Monthly Charges excluding taxes and surcharges (1).

Notes: Term Length 36 Months
Renewing services. Pricing valid for 30 days.

Directory Primary Listing form with checkboxes for No Additional Listing, Additional Listings Attached, No change to existing listing, and listing type options (Business, Residential, Published, Non-Published, Non-Listed, Omit Address).

Customer Acceptance: Print Name, Authorized Signature, Date

Integra Telecom Acceptance: Print Name, Signature, Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice.

HNPSB

701-4447
461-9294
461-9616
475-2224

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name HUGH NICHOLS PUBLIC SAFETY BUILDING
ICC Number 899678
Current Service Address 820 2ND ST S
City, State, Zip NAMPA, ID 83651



Prepared By Misty Northrop

Customer Contact information
Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION	
New Service Address	City, State	Suite
*Requested Move Date		Zip
*Minimum Business days required once contract is received and accepted by Integra.		
Business Line: 15 Days DSL: 20 Days T1: 30 Days		

Renewal												
Local Services and Features	Current Pricing				Add / Change to Service							
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time	
Basic Business Line	\$21.95		1	\$21.95	\$21.95				1	\$21.95		
Basic Business Line	\$28.95	\$7.00	3	\$65.85	\$28.95	\$7.00			3	\$65.85		
Feature Package	\$3.00		1	\$3.00	\$3.00				1	\$3.00		
Interstate Access Charge	\$8.33		4	\$25.32	\$8.33				4	\$25.32		
Interconnection Fee	\$1.95		4	\$7.80	\$1.95				4	\$7.80		
Estimated Subtotals for Local Service				\$123.92					\$123.92	\$0.00		
Toll Services	Current Pricing			Add / Change to Service								
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly						
Interstate	\$0.0350											
International Long Distance												
Intrastate	\$0.0350											
Estimated Monthly Charges excluding taxes and surcharges (1)							Existing Pricing		Integra Proposed Services Estimate			
							\$123.92		\$123.92			
Notes: Term Length 36 Months Renewing services. Pricing valid for 30 days.												
Directory Primary Listing	<input type="checkbox"/> No Additional Listing	<input type="checkbox"/> Additional Listings Attached	<input checked="" type="checkbox"/> No change to existing listing									
Company Name							Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.					
Telephone Number to List												
Address												
City, State Zip												
Listing Type	<input type="checkbox"/> Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Published	<input type="checkbox"/> Non-Published	<input type="checkbox"/> Non-Listed	<input type="checkbox"/> Omit Address						

Customer Acceptance: _____
Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

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(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

North Sub

461-4633
465-2318

OMA: Integra Telecom
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA POLICE DEPARTMENT N STAMPEDE
ICC Number 899678
Current Service Address 320 STAMPEDE DR
City, State, Zip NAMPA, ID 83887



Contract Term 36 Months

Prepared By Misty Northrop

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION	
New Service Address	Suite	
City, State	Zip	
*Requested Move Date		
*Minimum Business days required once contract is received and accepted by Integra.		
Business Line: 15 Days DSL: 20 Days T1: 30 Days		

Renewal

Local Services and Features	Current Pricing				Add / Change to Service						
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time
Basic Business Line	\$28.95	\$7.00	2	\$43.90	\$28.95	\$7.00			2	\$43.90	
Directory Listing Non-Published Number	\$3.50		1	\$3.50	\$3.50				1	\$3.50	
Feature Package	\$3.00		1	\$3.00	\$3.00				1	\$3.00	
Interstate Access Charge	\$6.33		2	\$12.66	\$6.33				2	\$12.66	
Interconnection Fee	\$1.95		2	\$3.90	\$1.95				2	\$3.90	
Estimated Subtotals for Local Service				\$86.98					\$86.98	\$0.00	

Toll Services	Current Pricing			Add / Change to Service		
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly
Interstate	\$0.0350					
International Long Distance						
Intrastate	\$0.0350					
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing		Integra Proposed Services Estimate
				\$86.96		\$86.98

Notes: Term Length 36 Months
Renewing services. Pricing valid for 30 days.

Directory Primary Listing	<input type="checkbox"/> No Additional Listing	<input type="checkbox"/> Additional Listings Attached	<input checked="" type="checkbox"/> No change to existing listing
Company Name			
Telephone Number to List			
Address	<input type="checkbox"/> "X" to include Suite & initial		
City, State Zip			
Listing Type	<input type="checkbox"/> Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Published
	<input type="checkbox"/> Non-Published	<input type="checkbox"/> Non-Listed	<input type="checkbox"/> Omit Address

Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.

Customer Acceptance: _____
Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratелеcom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 15 of the Integra Master Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratелеcom.com.

Ridgecrest GOLF

442-1366
466-9627

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name RIDGECREST GOLF COURSE
ICC Number 899680
Current Service Address 3730 RIDGECREST DR
City, State, Zip NAMPA, ID 83687



Prepared By Misty Northrop

Customer Contact Information
Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

Not Applicable **MOVE ORDER INFORMATION**

New Service Address _____ Suite _____
City, State _____ Zip _____
*Requested Move Date _____

*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal												
Local Services and Features	Current Pricing				Add / Change to Service							
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time	
Basic Business Line	\$28.95	\$7.00	2	\$43.90	\$28.95	\$7.00			2	\$43.90		
Interstate Access Charge	\$6.33		2	\$12.66	\$6.33				2	\$12.66		
Interconnection Fee	\$1.95		2	\$3.90	\$1.95				2	\$3.90		
Estimated Subtotals for Local Service				\$60.46					\$60.46	\$0.00		
Toll Services	Current Pricing			Add / Change to Service								
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly						
Interstate	\$0.0350											
International Long Distance												
Intrastate	\$0.0350											
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing				Integra Proposed Services Estimate				
				\$80.46				\$80.46				
Notes: Term Length 36 Months Renewing services. Pricing valid for 30 days.												
Directory Primary Listing <input type="checkbox"/> No Additional Listing <input type="checkbox"/> Additional Listings Attached <input type="checkbox"/> No change to existing listing <input checked="" type="checkbox"/>												
Company Name _____ Telephone Number to List _____ Address _____ City, State Zip _____										including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.		
Listing Type <input type="checkbox"/> Business <input type="checkbox"/> Residential <input type="checkbox"/> Published <input type="checkbox"/> Non-Published <input type="checkbox"/> Non-Listed <input type="checkbox"/> Omit Address <input type="checkbox"/>												

Customer Acceptance: _____
Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 15 of the Integra Master Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

Ridgecrest Maint.

442-9733

466-7949

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA- 3737
ICC Number 899692
Current Service Address 3730 RIDGECREST DR
City, State, Zip NAMPA, ID 83687



Current Service Address 3730 RIDGECREST DR
City, State, Zip NAMPA, ID 83687

Prepared By Misty Northrop

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
Suite
Zip
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time).

Summary table for Estimated Subtotals for Local Service (\$60.46), Toll Services (Interstate, International Long Distance, Intrastate), and Existing Pricing vs Integra Proposed Services Estimate (\$80.46 vs \$60.46).

Notes: Term Length 36 Months
Renewing services. Pricing valid for 30 days.

Directory Listing options: Primary Listing, No Additional Listing, Additional Listings Attached, No change to existing listing. Includes fields for Company Name, Telephone Number, Address, City, State Zip, and Listing Type (Business, Residential, Published, Non-Published, Non-Listed, Omit Address).

Customer Acceptance: Print Name, Authorized Signature, Date

Integra Telecom Acceptance: Print Name, Signature, Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratелеcom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice.

ECON

318-0545

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 16, 2015
Account Name CITY OF NAMPA ECONOMIC DEVELOPMENT
ICC Number 899688
Current Service Address 9 12TH AVE S
City, State, Zip NAMPA, ID 83651



Prepared By Misty Northrop

Customer Contact Information
Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

MOVE ORDER INFORMATION
Contract Term 36 Months
Not Applicable
New Service Address
City, State
Requested Move Date
Suite Zip
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time). Includes rows for Basic Business Line, Directory Listing, Interstate Access Charge, Interconnection Fee, Toll Services, and Estimated Subtotals.

Customer Acceptance: Print Name Authorized Signature Date

Integra Telecom Acceptance: Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice.

FJL

461-0659
461-1971
475-5710
475-5711
475-5712

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name FAMILY JUSTICE CENTER
ICC Number 899887
Current Service Address 1305 3RD ST S
City, State, Zip NAMPA, ID 83851



Prepared By Misty Northrop

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084885481
Email Address davism@cityofnampa.us
Fax

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION
New Service Address City, State *Requested Move Date	Suite Zip
*Minimum Business days required once contract is received and accepted by Integra. Business Line: 15 Days DSL: 20 Days T1: 30 Days	

Renewal													
Local Services and Features	Current Pricing				Add / Change to Service								
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time		
Basic Business Line	\$28.95	\$7.00	5	\$109.75	\$28.95	\$7.00			5	\$109.75			
Interstate Access Charge	\$8.33		5	\$31.65	\$8.33				5	\$31.65			
Interconnection Fee	\$1.95		5	\$9.75	\$1.95				5	\$9.75			
Estimated Subtotals for Local Service				\$151.15								\$151.15	\$0.00

Toll Services	Current Pricing			Add / Change to Service		
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly
Interstate	\$0.0350					
International Long Distance						
Intrastate	\$0.0350					
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing		Integra Proposed Services Estimate
				\$151.15		\$151.15

Notes: Term Length 36 Months
Renewing services. Pricing valid for 30 days.

Directory Primary Listing	<input type="checkbox"/> No Additional Listing	<input type="checkbox"/> Additional Listings Attached	<input checked="" type="checkbox"/> No change to existing listing
Company Name			
Telephone Number to List			
Address	<input type="checkbox"/> "X" to include Suite & Infilal		
City, State Zip			
Listing Type	<input type="checkbox"/> Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Published
	<input type="checkbox"/> Non-Published	<input type="checkbox"/> Non-Listed	<input type="checkbox"/> Omit Address

Customer Acceptance: _____
Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 15 of the Integra Master Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-Imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit www.integratelecom.com.

Fire Training.

442-1911
465-2406

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA FIRE DEPARTMENT TRAINING
ICC Number 899688
Current Service Address 300 W RAILROAD ST
City, State, Zip NAMPA, ID 83687



Contract Term 36 Months

Prepared By Misty Northrop

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION	
New Service Address City, State *Requested Move Date	Suite Zip	
*Minimum Business days required once contract is received and accepted by Integra. Business Line: 15 Days DSL: 20 Days T1: 30 Days		

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address davis@mcityofnampa.us
Fax

Renewal													
Local Services and Features	Current Pricing				Add / Change to Service								
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time		
Basic Business Line	\$28.95	\$7.00	2	\$43.90	\$28.95	\$7.00			2	\$43.90			
Directory Listing Non-Published Number	\$3.50		1	\$3.50	\$3.50				1	\$3.50			
Interstate Access Charge	\$6.33		2	\$12.66	\$6.33				2	\$12.66			
Interconnection Fee	\$1.95		2	\$3.90	\$1.95				2	\$3.90			
Estimated Subtotals for Local Service				\$63.98								\$63.98	\$0.00
Toll Services		Current Pricing			Add / Change to Service								
		Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly						
Interstate		\$0.0350											
International Long Distance													
Intrastate		\$0.0350											
Estimated Monthly Charges excluding taxes and surcharges (1)					Existing Pricing			Integra Proposed Services Estimate					
					\$63.98			\$63.98					
Notes: Term Length 36 Months Renewing services. Pricing valid for 30 days.													
Directory Primary Listing		<input type="checkbox"/> No Additional Listing	<input type="checkbox"/> Additional Listings Attached	<input checked="" type="checkbox"/> No change to existing listing									
Company Name		Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.											
Telephone Number to List													
Address													
City, State Zip													
Listing Type		<input type="checkbox"/> Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Published	<input type="checkbox"/> Non-Published	<input type="checkbox"/> Non-Listed	<input type="checkbox"/> Omit Address						

Customer Acceptance:

Print Name _____ Authorized Signature _____ Date _____

Integra Telecom Acceptance:

Print Name _____ Signature _____ Date _____

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 15 of the Integra Master Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-Imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

FS-1

465-2401

OMA: Integra Telecom *
 Address: 10452 W Emerald
 City, St, Zip: Boise, ID 83704
 Phone: 208-947-5000
 Toll Free: 877-947-5001
 Fax: 208-947-5001

Today's Date September 15, 2015
 Account Name CITY OF NAMPA FIRE STATION 1
 ICC Number 8998889
 Current Service Address 923 1ST ST S
 City, State, Zip NAMPA, ID 83851



Prepared By Misty Northrop

Contract Term **36 Months**

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION	
New Service Address	City, State	Suite
*Requested Move Date		Zip
*Minimum Business days required once contract is received and accepted by Integra.		
Business Line: 15 Days DSL: 20 Days T1: 30 Days		

Customer Contact Information

Contact Name Mark Davis
 Contact Number 2084685481
 Email Address davism@cityofnampa.us
 Fax

Renewal												
Local Services and Features	Current Pricing				Add / Change to Service							
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time	
Basic Business Line	\$28.95	\$7.00	1	\$21.95	\$28.95	\$7.00			1	\$21.95		
Interstate Access Charge	\$8.33		1	\$8.33	\$8.33				1	\$8.33		
Interconnection Fee	\$1.95		1	\$1.95	\$1.95				1	\$1.95		
Estimated Subtotals for Local Service				\$30.23					\$30.23	\$0.00		
Toll Services	Current Pricing			Add / Change to Service								
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly						
Interstate	\$0.0350											
International Long Distance												
Intrastate	\$0.0350											
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing			Integra Proposed Services Estimate					
				\$30.23			\$30.23					
Notes: Term Length 36 Months Renewing services. Pricing valid for 30 days.												
Directory Primary Listing <input type="checkbox"/> No Additional Listing <input type="checkbox"/> Additional Listings Attached <input type="checkbox"/> <input checked="" type="checkbox"/> No change to existing listing												
Company Name _____ Telephone Number to List _____ Address _____ City, State Zip _____										Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.		
Listing Type <input type="checkbox"/> Business <input type="checkbox"/> Residential <input type="checkbox"/> Published <input type="checkbox"/> Non-Published <input type="checkbox"/> Non-Listed <input type="checkbox"/> Omit Address												

Customer Acceptance: _____
 Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
 Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

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(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

FS-2

465 - 2402

OMA: Integra Telecom *
 Address: 10452 W Emerald
 City, St, Zip: Boise, ID 83704
 Phone: 208-947-5000
 Toll Free: 877-947-5001
 Fax: 208-947-5001

Today's Date September 15, 2015
 Account Name CITY OF NAMPA FIRE STATION 2
 ICC Number 899690
 Current Service Address 1001 E GREENHURST RD
 City, State, Zip NAMPA, ID 83686



Contract Term **36 Months**

Prepared By Misty Northrop

Customer Contact Information

Contact Name Mark Davis
 Contact Number 2084885481
 Email Address davism@cityofnampa.us
 Fax

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION	
New Service Address City, State *Requested Move Date	Suite Zip	
*Minimum Business days required once contract is received and accepted by Integra. Business Line: 15 Days DSL: 20 Days T1: 30 Days		

Renewal												
Local Services and Features	Current Pricing				Add / Change to Service							
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time	
Basic Business Line	\$28.95	\$7.00	1	\$21.95	\$28.95	\$7.00			1	\$21.95		
Directory Listing Non-Published Number	\$3.50		1	\$3.50	\$3.50				1	\$3.50		
Interstate Access Charge	\$6.33		1	\$6.33	\$6.33				1	\$6.33		
Interconnection Fee	\$1.95		1	\$1.95	\$1.95				1	\$1.95		
Estimated Subtotals for Local Service				\$33.73					\$33.73	\$0.00		
Toll Services	Current Pricing				Add / Change to Service							
	Per Minute Rate	Estimated Minutes	Estimated Monthly		Per Minute Rate	Estimated Minutes	Estimated Monthly					
Interstate	\$0.0350											
International Long Distance												
Intrastate	\$0.0350											
Estimated Monthly Charges excluding taxes and surcharges (1)					Existing Pricing			Integra Proposed Services Estimate				
					\$33.73			\$33.73				
Notes: Term Length 36 Months Renewing services. Pricing valid for 30 days.												
Directory Primary Listing <input type="checkbox"/> No Additional Listing <input type="checkbox"/> Additional Listings Attached <input type="checkbox"/> <input checked="" type="checkbox"/> No change to existing listing												
Company Name _____ Telephone Number to List _____ Address _____ City, State Zip _____										Including a suite, room or other addition (Directory information Listing) will incur an add'l monthly fee per line.		
Listing Type <input type="checkbox"/> Business <input type="checkbox"/> Residential <input type="checkbox"/> Published <input type="checkbox"/> Non-Published <input type="checkbox"/> Non-Listed <input type="checkbox"/> Omit Address												

Customer Acceptance:

Print Name _____ Authorized Signature _____ Date _____

Integra Telecom Acceptance:

Print Name _____ Signature _____ Date _____

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

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(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

FS-3

465-2403

OMA: Integra Telecom *
 Address: 10462 W Emerald
 City, St, Zip: Boise, ID 83704
 Phone: 208-947-5000
 Toll Free: 877-947-5001
 Fax: 208-947-5001

Today's Date September 15, 2015
 Account Name CITY OF NAMPA FIRE STATION 3
 ICC Number 899891
 Current Service Address 7935 BIRCH LN
 City, State, Zip NAMPA, ID 83687



Prepared By Misty Northrop

Customer Contact Information
 Contact Name Mark Davis
 Contact Number 2084685481
 Email Address davism@cityofnampa.us
 Fax

Not Applicable **MOVE ORDER INFORMATION**

New Service Address _____ Suite _____
 City, State _____ Zip _____
 *Requested Move Date _____

*Minimum Business days required once contract is received and accepted by Integra.
 Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal												
Local Services and Features	Current Pricing				Add / Change to Service							
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time	
Basic Business Line	\$28.95	\$7.00	1	\$21.95	\$28.95	\$7.00			1	\$21.95		
Interstate Access Charge	\$6.33		1	\$6.33	\$6.33				1	\$6.33		
Interconnection Fee	\$1.95		1	\$1.95	\$1.95				1	\$1.95		
Estimated Subtotals for Local Service				\$30.23					\$30.23	\$0.00		

Toll Services	Current Pricing			Add / Change to Service		
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly
Interstate	\$0.0350					
International Long Distance						
Intrastate	\$0.0350					
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing		Integra Proposed Services Estimate
				\$30.23		\$30.23

Notes: Term Length 36 Months
 Renewing services. Pricing valid for 30 days.

Directory Primary Listing No Additional Listing Additional Listings Attached No change to existing listing

Company Name _____
 Telephone Number to List _____
 Address _____
 City, State Zip _____

Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.

Listing Type Business Residential Published Non-Published Non-Listed Omit Address

Customer Acceptance: _____
 Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
 Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

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(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-Imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit www.integratelecom.com.

West Sub / FS-4

465-2414 (Fire)

465-5511 (NPD)

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA FIRE STATION 4
ICC Number 899692
Current Service Address 2112 W FLAMINGO AVE
City, State, Zip NAMPA, ID 83651



Contract Term 36 Months

Prepared By Misty Northrop

MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address daviam@cityofnampa.us
Fax

Renewal table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time). Includes subtotals for local service, toll services, and existing vs proposed pricing.

Customer Acceptance: Print Name, Authorized Signature, Date

Integra Telecom Acceptance: Print Name, Signature, Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice.

FS-5

318-0615

OMA: Integra Telecom *
 Address: 10452 W Emerald
 City, St, Zip: Boise, ID 83704
 Phone: 208-947-5000
 Toll Free: 877-947-5001
 Fax: 208-947-5001

Today's Date September 15, 2015
 Account Name CITY OF NAMPA FIRE STATION 5
 ICC Number 899693
 Current Service Address 91 N HAPPY VALLEY RD
 City, State, Zip NAMPA, ID 83687



Prepared By Misty Northrop

Customer Contact Information
 Contact Name Mark Davis
 Contact Number 2084685481
 Email Address davism@cityofnampa.us
 Fax

Not Applicable **MOVE ORDER INFORMATION**

New Service Address Suite
 City, State Zip
 *Requested Move Date

*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal											
Local Services and Features	Current Pricing				Add / Change to Service						
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time
Basic Business Line	\$28.95	\$7.00	1	\$21.95	\$28.95	\$7.00			1	\$21.95	
Interstate Access Charge	\$6.33		1	\$6.33	\$6.33				1	\$6.33	
Interconnection Fee	\$1.95		1	\$1.95	\$1.95				1	\$1.95	
Estimated Subtotals for Local Service				\$30.23					\$30.23	\$0.00	

Toll Services	Current Pricing			Add / Change to Service		
	Par Minute Rate	Estimated Minutes	Estimated Monthly	Par Minute Rate	Estimated Minutes	Estimated Monthly
Interstate	\$0.0350					
International Long Distance						
Intrastate	\$0.0350					
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing		Integra Proposed Services Estimate
				\$30.23		\$30.23

Notes: Term Length 36 Months
 Renewing services. Pricing valid for 30 days.

Directory Primary Listing No Additional Listing Additional Listings Attached No change to existing listing

Company Name _____
 Telephone Number to List _____
 Address _____
 City, State Zip _____

Listing Type Business Residential Published Non-Published Non-Listed Omit Address

Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.

Customer Acceptance: _____
 Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
 Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

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(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratелеcom.com.

Civic

465-2253
465-2254
465-2255

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name NAMPA CIVIC CENTER
ICC Number 899694
Current Service Address 311 3RD ST S
City, State, Zip NAMPA, ID 83651



Contract Term 36 Months

Prepared By Misty Northrop

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION	
New Service Address City, State *Requested Move Date	Suite Zip	
*Minimum Business days required once contract is received and accepted by Integra. Business Line: 15 Days DSL: 20 Days T1: 30 Days		

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

Renewal											
Local Services and Features	Current Pricing				Add / Change to Service						
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time
Basic Business Line	\$28.95	\$7.00	3	\$65.85	\$28.95	\$7.00			3	\$65.85	
Directory Listing Non-Published Number	\$3.50		1	\$3.50	\$3.50				1	\$3.50	
Interstate Access Charge	\$6.33		3	\$18.99	\$6.33				3	\$18.99	
Interconnection Fee	\$1.95		3	\$5.85	\$1.95				3	\$5.85	

Estimated Subtotals for Local Service		\$94.19		\$94.19	\$0.00		
Toll Services	Current Pricing			Add / Change to Service			
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly	
Interstate	\$0.0350						
International Long Distance							
Intrastate	\$0.0350						
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing		Integra Proposed Services Estimate	
				\$94.19		\$94.19	

Notes: Term Length 36 Months
Renewing services. Pricing valid for 30 days.

Directory Primary Listing	<input type="checkbox"/> No Additional Listing	<input type="checkbox"/> Additional Listings Attached	<input checked="" type="checkbox"/> No change to existing listing
Company Name			
Telephone Number to List			
Address	<input type="checkbox"/> "X" to include Suite & Initial		
City, State Zip			
Listing Type	<input type="checkbox"/> Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Published
	<input type="checkbox"/> Non-Published	<input type="checkbox"/> Non-Listed	<input type="checkbox"/> Omit Address

Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.

Customer Acceptance: _____
Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratелеcom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 15 of the Integra Master Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratелеcom.com.

OLD LIBRARY

318-0530
465-2236

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA PUBLIC LIBRARY
ICC Number 888895
Current Service Address 101 11TH AVE S
City, State, Zip NAMPA, ID 83851



Contract Term 36 Months

Prepared By Misty Northrop

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION	
New Service Address City, State *Requested Move Date	Suite Zip	
*Minimum Business days required once contract is received and accepted by Integra. Business Line: 15 Days DSL: 20 Days T1: 30 Days		

Customer Contact Information
Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

Renewal												
Local Services and Features	Current Pricing				Add / Change to Service							
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time	
Basic Business Line	\$28.95	\$7.00	2	\$43.90	\$28.95	\$7.00			2	\$43.90		
Interstate Access Charge	\$6.33		2	\$12.66	\$6.33				2	\$12.66		
Interconnection Fee	\$1.95		2	\$3.90	\$1.95				2	\$3.90		
Estimated Subtotals for Local Service				\$60.46					\$60.46	\$0.00		
Toll Services	Current Pricing			Add / Change to Service								
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly						
Interstate	\$0.0350											
International Long Distance												
Intrastate	\$0.0350											
Estimated Monthly Charges excluding taxes and surcharges (1)							Existing Pricing		Integra Proposed Services Estimate			
							\$60.46		\$60.46			
Notes: Term Length 36 Months Renewing services. Pricing valid for 30 days.												
Directory Primary Listing	<input type="checkbox"/> No Additional Listing	<input type="checkbox"/> Additional Listings Attached	<input checked="" type="checkbox"/> No change to existing listing									
Company Name											Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.	
Telephone Number to List												
Address												
City, State Zip												
Listing Type	<input type="checkbox"/> Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Published	<input type="checkbox"/> Non-Published	<input type="checkbox"/> Non-Listed	<input type="checkbox"/> Omit Address						

Customer Acceptance: _____
Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratелеcom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 15 of the Integra Master Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratелеcom.com.

Ridgecrest Tower

318-0624

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date: September 15, 2015
Account Name: CITY OF NAMPA RIDGECREST TOWER
ICC Number: 899697
Current Service Address: 3842 RIDGECREST DR
City, State, Zip: NAMPA, ID 83687



Prepared By Misty Northrop

Customer Contact Information

Contact Name: Mark Davis
Contact Number: 2084685481
Email Address: davism@cityofnampa.us
Fax:

MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
Suite
Zip
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time). Includes subtotals for local service (\$33.73) and total services.

Customer Acceptance: Print Name Authorized Signature Date

Integra Telecom Acceptance: Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice.

Centennial GOLF

465-1923
465-4476
467-6142

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CENTENNIAL GOLF COURSE
ICC Number 899698
Current Service Address 3131 11TH AVE N EXT
City, State, Zip NAMPA, ID 83653



Prepared By Misty Northrop

Customer Contact Information
Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofhampa.us
Fax

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION	
New Service Address City, State *Requested Move Date	Suite Zip	
*Minimum Business days required once contract is received and accepted by Integra. Business Line: 15 Days DSL: 20 Days T1: 30 Days		

Renewal												
Local Services and Features	Current Pricing				Add / Change to Service							
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time	
Basic Business Line	\$28.95	\$7.00	3	\$85.85	\$28.95	\$7.00			3	\$85.85		
Feature Package	\$3.00		2	\$6.00	\$3.00				2	\$6.00		
Interstate Access Charge	\$6.33		3	\$18.99	\$6.33				3	\$18.99		
Interconnection Fee	\$1.95		3	\$5.85	\$1.95				3	\$5.85		
Estimated Subtotals for Local Service				\$96.69							\$96.69	\$0.00
Toll Services		Current Pricing			Add / Change to Service							
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly						
Interstate	\$0.0350											
International Long Distance												
Intrastate	\$0.0350											
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing			Integra Proposed Services Estimate					
							\$96.69			\$96.69		
Notes: Term Length 36 Months Renewing services. Pricing valid for 30 days.												
Directory Primary Listing		<input type="checkbox"/> No Additional Listing	<input type="checkbox"/> Additional Listings Attached	<input checked="" type="checkbox"/> No change to existing listing								
Company Name								Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.				
Telephone Number to List												
Address												
City, State Zip												
Listing Type		<input type="checkbox"/> Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Published	<input type="checkbox"/> Non-Published	<input type="checkbox"/> Non-Listed	<input type="checkbox"/> Omit Address					

Customer Acceptance: _____
 Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
 Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

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WWTP

461-9670
465-2204
465-7131
467-9047
467-9194

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA WASTEWATER
ICC Number 899699
Current Service Address 340 W RAILROAD ST
City, State, Zip NAMPA, ID 83687



Prepared By Misty Northrop

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

Not Applicable

MOVE ORDER INFORMATION

New Service Address _____ Suite _____
City, State _____ Zip _____
*Requested Move Date _____

*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal												
Local Services and Features	Current Pricing				Add / Change to Service							
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time	
Basic Business Line	\$28.95		2	\$57.90	\$28.95	\$7.00			2	\$43.90		
Basic Business Line	\$28.95	\$7.00	3	\$85.85	\$28.95	\$7.00			3	\$85.85		
Call Forward Variable *72	\$5.50		1	\$5.50	\$5.50				1	\$5.50		
Directory Listing Non-Published Number	\$3.50		1	\$3.50	\$3.50				1	\$3.50		
Interstate Access Charge	\$6.33		5	\$31.65	\$6.33				5	\$31.65		
Interconnection Fee	\$1.95		5	\$9.75	\$1.95				5	\$9.75		
Estimated Subtotals for Local Service				\$174.15					\$180.15	\$0.00		

Toll Services	Current Pricing			Add / Change to Service		
	Par Minute Rate	Estimated Minutes	Estimated Monthly	Par Minute Rate	Estimated Minutes	Estimated Monthly
Interstate	\$0.0350					
International Long Distance						
Intrastate	\$0.0350					
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing		Integra Proposed Services Estimate
				\$174.15		\$180.15

Notes: Term Length 36 Months
Renewing services. Pricing valid for 30 days.

Directory Primary Listing No Additional Listing Additional Listings Attached No change to existing listing

Company Name _____
Telephone Number to List _____
Address _____
City, State Zip _____

Listing Type Business Residential Published Non-Published Non-Listed Omit Address

Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.

Customer Acceptance: _____
Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

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Water

465-2216
465-2328
465-2331

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA WATERWORKS
ICC Number 899700
Current Service Address 24 1ST ST S
City, State, Zip NAMPA, ID 83651



Prepared By Misty Northrop

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084688481
Email Address davism@cityofnampa.us
Fax

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION	
New Service Address City, State *Requested Move Date	Suite Zip	
*Minimum Business days required once contract is received and accepted by Integra. Business Line: 15 Days DSL: 20 Days T1: 30 Days		

Renewal													
Local Services and Features	Current Pricing				Add / Change to Service								
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time		
Basic Business Line	\$28.95	\$7.00	3	\$85.85	\$28.95	\$7.00			3	\$85.85			
Directory Listing Non-Published Number	\$3.50		1	\$3.50	\$3.50				1	\$3.50			
Interstate Access Charge	\$6.33		3	\$18.99	\$6.33				3	\$18.99			
Interconnection Fee	\$1.95		3	\$5.85	\$1.95				3	\$5.85			
Estimated Subtotals for Local Service				\$94.19								\$94.19	\$0.00
Toll Services	Current Pricing			Add / Change to Service									
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly							
Interstate	\$0.0350												
International Long Distance													
Intrastate	\$0.0350												
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing		Integra Proposed Services Estimate							
				\$94.19		\$94.19							
Notes: Term Length 36 Months Renewing services. Pricing valid for 30 days.													
Directory Primary Listing	<input type="checkbox"/> No Additional Listing	<input type="checkbox"/> Additional Listings Attached	<input checked="" type="checkbox"/> No change to existing listing										
Company Name							Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.						
Telephone Number to List													
Address													
City, State Zip													
Listing Type	<input type="checkbox"/> Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Published	<input type="checkbox"/> Non-Published	<input type="checkbox"/> Non-Listed	<input type="checkbox"/> Omit Address							

Customer Acceptance: _____
Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
Print Name Signature Date

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WATER

318-0607

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA WATER WELL LINE (ISLANDS)
ICC Number 899701
Current Service Address 2401 E GREENHURST RD
City, State, Zip NAMPA, ID 83686



Prepared By Misty Northrop

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address davis@m@cityofnampa.us
Fax

MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
Suite
Zip
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time). Includes subtotals for local service (\$33.73) and toll services.

Customer Acceptance: Print Name Authorized Signature Date

Integra Telecom Acceptance: Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

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(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice.

WATER

318-0606

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA WATER WELL LINE KARCHER
ICC Number 899702
Current Service Address 1710 S MIDDLETON RD
City, State, Zip NAMPA, ID 83651



Current Service Address 1710 S MIDDLETON RD
City, State, Zip NAMPA, ID 83651

Contract Term 36 Months

Prepared By Misty Northrop

MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
Suite
Zip
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

Renewal table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time). Includes subtotals for local service (\$30.23) and toll services.

Notes: Term Length 36 Months
Renewing services. Pricing valid for 30 days.

Directory Primary Listing options: No Additional Listing, Additional Listings Attached, No change to existing listing. Includes fields for Company Name, Telephone Number to List, Address, City, State Zip, and Listing Type (Business, Residential, Published, Non-Published, Non-Listed, Omit Address).

Customer Acceptance: Print Name, Authorized Signature, Date

Integra Telecom Acceptance: Print Name, Signature, Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

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Water

318-0609

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPWA WATER WELL LINE IDAHO CENTER
ICC Number 899703
Current Service Address 16120 EQUINE DR
City, State, Zip NAMPWA, ID 83667



Current Service Address 16120 EQUINE DR
City, State, Zip NAMPWA, ID 83667

Prepared By Misty Northrop

Customer Contact Information
Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

Contract Term 36 Months
MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
Suite
Zip
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time). Rows include Basic Business Line, Interstate Access Charge, Interconnection Fee, Toll Services (Interstate, International Long Distance, Intrastate), and Estimated Subtotals.

Customer Acceptance: Print Name, Authorized Signature, Date
Integra Telecom Acceptance: Print Name, Signature, Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

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(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice.

water

318-0037

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA WATER WELL LINE ROOSEVELT
ICC Number 899704
Current Service Address 1885 W ROOSEVELT AVE
City, State, Zip NAMPA, ID 83686



Prepared By Misty Northrop

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

Contract Term 36 Months
MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
Suite Zip
*Minimum Business days required once contract is received and-accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time). Includes subtotals for local service (\$30.23) and toll services (Interstate \$0.0350, International Long Distance, Intrastate \$0.0350). Total estimated monthly charges excluding taxes and surcharges: Existing Pricing \$30.23, Integra Proposed Services Estimate \$30.23.

Notes: Term Length 36 Months
Renewing services Pricing valid for 30 days.

Directory Listing options:
Directory Primary Listing: [] No Additional Listing, [] Additional Listings Attached, [X] No change to existing listing
Company Name, Telephone Number to List, Address, City, State Zip
Listing Type: [] Business, [] Residential, [] Published, [] Non-Published, [] Non-Listed, [] Omit Address
Including a suite, room or other addition (Directory information Listing) will incur an add'l monthly fee per line.

Customer Acceptance: Print Name _____ Authorized Signature _____ Date _____

Integra Telecom Acceptance: Print Name _____ Signature _____ Date _____

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

Water

468-6648

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-6000
Toll Free: 877-947-6001
Fax: 208-947-6001

Today's Date September 15, 2015
Account Name CITY OF NAMPA MODEM LINE WATERSHED
ICC Number 899705
Current Service Address 116TH ST N
City, State, Zip NAMPA, ID 83687



Prepared By Misty Northrop

Customer Contact Information
Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION	
New Service Address	City, State	Suite
*Requested Move Date		Zip
*Minimum Business days required once contract is received and accepted by Integra.		
Business Line: 15 Days DSL: 20 Days T1: 30 Days		

Renewal												
Local Services and Features	Current Pricing				Add / Change to Service							
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time	
Basic Business Line	\$28.95	\$7.00	1	\$21.95	\$28.95	\$7.00			1	\$21.95		
Directory Listing Non-Published Number	\$3.50		1	\$3.50	\$3.50				1	\$3.50		
Interstate Access Charge	\$6.33		1	\$6.33	\$6.33				1	\$6.33		
Interconnection Fee	\$1.95		1	\$1.95	\$1.95				1	\$1.95		
Estimated Subtotals for Local Service				\$33.73					\$33.73	\$0.00		
Toll Services		Current Pricing			Add / Change to Service							
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly						
Interstate	\$0.0350											
International Long Distance												
Intrastate	\$0.0350											
Estimated Monthly Charges excluding taxes and surcharges (1)					Existing Pricing		Integra Proposed Services Estimate					
					\$33.73		\$33.73					
Notes: Term Length 36 Months Renewing services. Pricing valid for 30 days.												
Directory Primary Listing		<input type="checkbox"/> No Additional Listing	<input type="checkbox"/> Additional Listings Attached	<input checked="" type="checkbox"/> No change to existing listing								
Company Name				Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.								
Telephone Number to List												
Address												
City, State Zip												
Listing Type		<input type="checkbox"/> Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Published	<input type="checkbox"/> Non-Published	<input type="checkbox"/> Non-Listed	<input type="checkbox"/> Omit Address					

Customer Acceptance: _____
Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 16 of the Integra Master Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-Imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

Water

467-3087

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA MODERN LINE WATERSHED-
ICC Number 899718
Current Service Address 299 CALDWELL BLVD
City, State, Zip NAMPA, ID 83651



Contract Term 36 Months

Prepared By Misty Northrop

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address davis@mcityofnampa.us
Fax

MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
Suite
Zip
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time). Includes subtotals for Local Service (\$33.73) and Toll Services (\$0.0350).

Customer Acceptance:

Print Name Authorized Signature Date

Integra Telecom Acceptance:

Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice.

Streets/ Fleet

318-0012

318-0528

465-2329

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA VEHICLE MAINTENANCE
ICC Number 898720
Current Service Address 100 W RAILROAD ST
City, State, Zip NAMPA, ID 83887



Contract Term 36 Months

Prepared By Misty Northrop

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
Suite
Zip
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add/Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time). Includes subtotals for local service (\$93.69) and toll services.

Customer Acceptance: Print Name, Authorized Signature, Date

Integra Telecom Acceptance: Print Name, Signature, Date

Customer represents and warrants the above information is true and correct and grants integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.98% in Colorado) and may be subject to change with 30 days prior written notice.

WLSTP

318-0014

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name SALMON DR WASTEWATER LIFT STATION
ICC Number 899722
Current Service Address 17325 SOLOMON DR
City, State, Zip NAMPA, ID 83887



Prepared By Misty Northrop

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address daviam@cityofnampa.us
Fax

MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
Suite
Zip
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal table with columns: Local Services and Features, Current Pricing, Add / Change to Service. Includes rows for Basic Business Line, Interstate Access Charge, Interconnection Fee, Toll Services, and Directory Primary Listing options.

Customer Acceptance: Print Name Authorized Signature Date

Integra Telecom Acceptance: Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.89% in Colorado) and may be subject to change with 30 days prior written notice.

Traffic

468-7818

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-847-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA TRAFFIC DIVISION
ICC Number 899723
Current Service Address 212 W RAILROAD ST
City, State, Zip NAMPA, ID 83687



Contract Term 36 Months

Prepared By Misty Northrop

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

MOVE ORDER INFORMATION
New Service Address
City, State
*Requested Move Date
*Minimum Business days required once contract is received and accepted by integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time). Includes subtotals for local and toll services, and a notes section.

Customer Acceptance: Print Name Authorized Signature Date

Integra Telecom Acceptance: Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice.

Parks - Optimist

461-3975

OMA: Integra Telecom
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMP PARKS
ICC Number 899724
Current Service Address 16880 11TH AVE N EXT
City, State, Zip NAMP, ID 83687



Current Service Address 16880 11TH AVE N EXT
City, State, Zip NAMP, ID 83687

Contract Term 36 Months

Prepared By Misty Northrop

MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

Renewal

Table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time). Rows include Basic Business Line, Interstate Access Charge, Interconnection Fee.

Summary table for Estimated Subtotals for Local Service, Toll Services (Interstate, International Long Distance, Intrastate), and Existing Pricing vs Integra Proposed Services Estimate.

Notes: Term Length 36 Months
Renewing services. Pricing valid for 30 days.

Directory Listing options: Primary Listing, No Additional Listing, Additional Listings Attached, No change to existing listing. Fields for Company Name, Telephone Number to List, Address, City, State Zip, Listing Type (Business, Residential, Published, Non-Published, Non-Listed, Omit Address).

Customer Acceptance: Print Name, Authorized Signature, Date

Integra Telecom Acceptance: Print Name, Signature, Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice.

Traffic

318-0491

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA- MODEM TRAFFIC LIGHT
ICC Number 899726
Current Service Address 15749 IDAHO CENTER BLVD
City, State, Zip NAMPA, ID 83687



Contract Term 36 Months

Prepared By Misty Northrop

MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
Suite
Zip
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

Renewal table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time). Includes sub-totals for Local Service (\$33.73) and Toll Services.

Customer Acceptance: Print Name Authorized Signature Date

Integra Telecom Acceptance: Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice.

Parks

465-2290

465-2321

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA PARKS DEPT
ICC Number 899727
Current Service Address 312 1ST ST S
City, State, Zip NAMPA, ID 83651



Current Service Address 312 1ST ST S
City, State, Zip NAMPA, ID 83651

Contract Term 36 Months

Prepared By Misty Northrop

MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
Suite
Zip
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address davis@m@cityofnampa.us
Fax

Renewal

Table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time). Rows include Basic Business Line, Feature Package, Interstate Access Charge, Interconnection Fee.

Table with columns: Toll Services, Current Pricing (Per Minute Rate, Estimated Minutes, Estimated Monthly), Add / Change to Service (Per Minute Rate, Estimated Minutes, Estimated Monthly). Rows include Interstate, International Long Distance, Intrastate.

Notes: Term Length 36 Months
Renewing services. Pricing valid for 30 days.

Directory Primary Listing
No Additional Listing
Additional Listings Attached
No change to existing listing
Company Name
Telephone Number to List
Address
City, State Zip
Listing Type: Business, Residential, Published, Non-Published, Non-Listed, Omit Address

Customer Acceptance:
Print Name
Authorized Signature
Date

Integra Telecom Acceptance:
Print Name
Signature
Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice.

Parks - west

465-2229

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA PARKS DEPT SHOP
ICC Number B99728
Current Service Address 802 LONE STAR RD
City, State, Zip NAMPA, ID 83651



Contract Term 36 Months

Prepared By Misty Northrop

MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
Suite
Zip
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Customer Contact Information
Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

Renewal table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time).

Summary table for Estimated Subtotals for Local Service (\$30.23), Total Services (Interstate, International Long Distance, Intrastate), and Existing Pricing vs Integra Proposed Services Estimate (\$30.23).

Notes: Term Length 36 Months
Renewing services. Pricing valid for 30 days.

Directory Listing options: Primary Listing, No Additional Listing, Additional Listings Attached, No change to existing listing. Includes fields for Company Name, Telephone Number, Address, City, State Zip, and Listing Type (Business, Residential, Published, Non-Published, Non-Listed, Omit Address).

Customer Acceptance: Print Name, Authorized Signature, Date

Integra Telecom Acceptance: Print Name, Signature, Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-Imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice.

Parks

OMA: Integra Telecom *
 Address: 10452 W Emerald
 City, St, Zip: Boise, ID 83704
 Phone: 208-947-5000
 Toll Free: 877-947-5001
 Fax: 208-947-5001

Today's Date September 15, 2015
 Account Name LINCOLN POOL
 ICC Number 899729
 Current Service Address 508 DAVIS AVE
 City, State, Zip NAMPA, ID 83651

465-2218



Prepared By Misty Northrop

Customer Contact Information
 Contact Name Mark Davis
 Contact Number 2084685481
 Email Address davism@cityofnampa.us
 Fax

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION	
New Service Address City, State *Requested Move Date	Suite Zip	
*Minimum Business days required once contract is received and accepted by Integra. Business Line: 15 Days DSL: 20 Days T1: 30 Days		

Renewal												
Local Services and Features	Current Pricing				Add / Change to Service							
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time	
Basic Business Line	\$28.95	\$7.00	1	\$21.95	\$28.95	\$7.00			1	\$21.95		
Directory Listing Non-Published Number	\$3.50		1	\$3.50	\$3.50				1	\$3.50		
Interstate Access Charge	\$6.33		1	\$6.33	\$6.33				1	\$6.33		
Interconnection Fee	\$1.95		1	\$1.95	\$1.95				1	\$1.95		
Estimated Subtotals for Local Service				\$33.73					\$33.73	\$0.00		
Toll Services	Current Pricing				Add / Change to Service							
	Per Minute Rate	Estimated Minutes	Estimated Monthly		Per Minute Rate	Estimated Minutes	Estimated Monthly					
Interstate	\$0.0350											
International Long Distance												
Intrastate	\$0.0350											
Estimated Monthly Charges excluding taxes and surcharges (1)					Existing Pricing				Integra Proposed Services Estimate			
					\$33.73				\$33.73			
Notes: Term Length 36 Months Renewing services. Pricing valid for 30 days.												
Directory Primary Listing	<input type="checkbox"/> No Additional Listing	<input type="checkbox"/> Additional Listings Attached	<input checked="" type="checkbox"/> No change to existing listing									
Company Name									Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.			
Telephone Number to List												
Address												
City, State Zip												
Listing Type	<input type="checkbox"/> Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Published	<input type="checkbox"/> Non-Published	<input type="checkbox"/> Non-Listed	<input type="checkbox"/> Omit Address						

Customer Acceptance: _____
 Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
 Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 18 of the Integra Master Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

Parks

465-2219

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name LAKEVIEW POOL
ICC Number 899730
Current Service Address 1304 7TH ST N
City, State, Zip NAMPA, ID 83887



Prepared By Misty Northrop

Customer Contact Information
Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

Contract Term 36 Months
MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
Suite
Zip
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time). Rows include Basic Business Line, Directory Listing, Interstate Access Charge, Interconnection Fee.

Summary table for Toll Services with columns: Per Minute Rate, Estimated Minutes, Estimated Monthly. Rows for Interstate, International Long Distance, Intrastate. Includes Existing Pricing and Integra Proposed Services Estimate.

Notes: Term Length 36 Months
Renewing services. Pricing valid for 30 days.

Directory Listing options:
Directory Primary Listing, No Additional Listing, Additional Listings Attached, No change to existing listing.
Company Name, Telephone Number to List, Address, City, State Zip.
Listing Type: Business, Residential, Published, Non-Published, Non-Listed, Omit Address.

Customer Acceptance:
Print Name _____ Authorized Signature _____ Date _____

Integra Telecom Acceptance:
Print Name _____ Signature _____ Date _____

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratелеcom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice.

Parks

461-0471

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 16, 2015
Account Name LAKEVIEW PARK SHOP
ICC Number 899731
Current Service Address 812 14TH AVE N
City, State, Zip NAMPA, ID 83687



Prepared By Misty Northrop

Customer Contact Information
Contact Name Mark Davis
Contact Number 2084686481
Email Address davism@cityofnampa.us
Fax

Contract Term 36 Months
MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
Suite
Zip
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time)

Summary table for Estimated Subtotals for Local Service, Toll Services (Interstate, International Long Distance, Intrastate), and Existing Pricing vs Integra Proposed Services Estimate.

Notes: Term Length 36 Months
Renewing services. Pricing valid for 30 days.

Directory Primary Listing options (No Additional Listing, Additional Listings Attached, No change to existing listing), Company Name, Telephone Number to List, Address, City, State Zip, Listing Type (Business, Residential, Published, Non-Published, Non-Listed, Omit Address)

Customer Acceptance: Print Name, Authorized Signature, Date

Integra Telecom Acceptance: Print Name, Signature, Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

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(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice.

NRC

318-0501 465-4820
463-9586 467-9291
463-9810
465-2281
465-2282

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name NAMPA REC CENTER
ICC Number 899733
Current Service Address 131 CONSTITUTION WY
City, State, Zip NAMPA, ID 83688



Contract Term 36 Months

Prepared By Misty Northrop

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION	
New Service Address	City, State	Suite
*Requested Move Date		Zip
*Minimum Business days required once contract is received and accepted by Integra.		
Business Line: 15 Days DSL: 20 Days T1: 30 Days		

Renewal												
Local Services and Features	Current Pricing				Add / Change to Service							
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time	
Basic Business Line	\$28.95	\$7.00	7	\$163.65	\$28.95	\$7.00			7	\$153.65		
Directory Listing Non-Published Number	\$3.50		1	\$3.50	\$3.50				1	\$3.50		
Feature Package	\$3.00		2	\$6.00	\$3.00				2	\$6.00		
Interstate Access Charge	\$8.33		7	\$44.31	\$8.33				7	\$44.31		
Interconnection Fee	\$1.95		7	\$13.65	\$1.95				7	\$13.65		
Estimated Subtotals for Local Service				\$221.11						\$221.11	\$0.00	
Toll Services	Current Pricing				Add / Change to Service							
	Per Minute Rate	Estimated Minutes	Estimated Monthly		Per Minute Rate	Estimated Minutes	Estimated Monthly					
Interstate	\$0.0350											
International Long Distance												
Intrastate	\$0.0350											
Estimated Monthly Charges excluding taxes and surcharges (1)					Existing Pricing				Integra Proposed Services Estimate			
					\$221.11				\$221.11			
Notes: Term Length 36 Months Renewing services. Pricing valid for 30 days.												
<input type="checkbox"/> Directory Primary Listing <input type="checkbox"/> No Additional Listing <input type="checkbox"/> Additional Listings Attached <input checked="" type="checkbox"/> No change to existing listing												
Company Name _____ Telephone Number to List _____ Address _____ City, State Zip _____										<input type="checkbox"/> "X" to include Suite & Initial _____ Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.		
Listing Type <input type="checkbox"/> Business <input type="checkbox"/> Residential <input type="checkbox"/> Published <input type="checkbox"/> Non-Published <input type="checkbox"/> Non-Listed <input type="checkbox"/> Omit Address												

Customer Acceptance: _____
Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

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Airport Admin

442-2787

OMA: Integra Telecom
 Address: 10452 W Emerald
 City, St, Zip: Boise, ID 83704
 Phone: 208-947-5000
 Toll Free: 877-947-5001
 Fax: 208-947-5001

Today's Date September 15, 2015
 Account Name NAMPA MUNICIPAL AIRPORT
 ICC Number 899734
 Current Service Address 116 MUNICIPAL DR
 City, State, Zip NAMPA, ID 83697



Prepared By Misty Northrop

Customer Contact Information

Contact Name Mark Davis
 Contact Number 208488541
 Email Address davis@m@cityofnampa.us
 Fax

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION	
New Service Address	City, State	Suite
*Requested Move Date		Zip
*Minimum Business days required once contract is received and accepted by Integra.		
Business Line: 15 Days DSL: 20 Days T1: 30 Days		

Renewal												
Local Services and Features	Current Pricing				Add / Change to Service							
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time	
Basic Business Line	\$28.95	\$7.00	1	\$21.95	\$28.95	\$7.00			1	\$21.95		
Interstate Access Charge	\$6.33		1	\$6.33	\$6.33				1	\$6.33		
Interconnection Fee	\$1.95		1	\$1.95	\$1.95				1	\$1.95		
Estimated Subtotals for Local Service				\$30.23					\$30.23	\$0.00		
Toll Services		Current Pricing			Add / Change to Service							
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly						
Interstate	\$0.0350											
International Long Distance												
Intrastate	\$0.0350											
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing			Integra Proposed Services Estimate					
				\$30.23			\$30.23					
Notes: Term Length 36 Months Renewing services. Pricing valid for 30 days.												
Directory Primary Listing		<input type="checkbox"/> No Additional Listing	<input type="checkbox"/> Additional Listings Attached	<input checked="" type="checkbox"/> No change to existing listing								
Company Name								Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.				
Telephone Number to List												
Address												
City, State Zip												
Listing Type		<input type="checkbox"/> Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Published	<input type="checkbox"/> Non-Published	<input type="checkbox"/> Non-Listed	<input type="checkbox"/> Omit Address					

Customer Acceptance: _____
 Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
 Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

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Airport Term.

318-0040
318-0042
461-1208

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name NAMPA MUNICIPAL AIRPORT 105
ICC Number 898735
Current Service Address 105 MUNICIPAL DR
City, State, Zip NAMPA, ID 83687



Contract Term 36 Months

Prepared By Misty Northrop

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION	
New Service Address City, State *Requested Move Date	Suite Zip	
*Minimum Business days required once contract is received and accepted by Integra. Business Line: 15 Days DSL: 20 Days T1: 30 Days		

Renewal												
Local Services and Features	Current Pricing				Add / Change to Service							
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time	
Basic Business Line	\$28.95	\$7.00	3	\$65.85	\$28.95	\$7.00			3	\$65.85		
Feature Package	\$3.00		1	\$3.00	\$3.00				1	\$3.00		
Interstate Access Charge	\$6.33		3	\$18.99	\$6.33				3	\$18.99		
Interconnection Fee	\$1.95		3	\$5.85	\$1.95				3	\$5.85		
Estimated Subtotals for Local Service				\$93.69							\$93.69	\$0.00
Toll Services		Current Pricing			Add / Change to Service							
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly						
Interstate	\$0.0350											
International Long Distance												
Intrastate	\$0.0350											
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing			Integra Proposed Services Estimate					
							\$93.69			\$93.69		
Notes: Term Length 36 Months Renewing services. Pricing valid for 30 days.												
Directory Primary Listing		<input type="checkbox"/> No Additional Listing	<input type="checkbox"/> Additional Listings Attached	<input checked="" type="checkbox"/> No change to existing listing								
Company Name												
Telephone Number to List												
Address		<input type="checkbox"/> *X* to include Suite & Initial _____										
City, State Zip												
Listing Type		<input type="checkbox"/> Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Published	<input type="checkbox"/> Non-Published	<input type="checkbox"/> Non-Listed	<input type="checkbox"/> Omit Address					

Customer Acceptance: _____
Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

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(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

465-2228

OMA: Integra Telecom *
 Address: 10452 W Emerald
 City, St, Zip: Boise, ID 83704
 Phone: 208-947-5000
 Toll Free: 877-947-5001
 Fax: 208-947-5001

Today's Date September 15, 2015
 Account Name KOHLERLAWN CEMETERY
 ICC Number 889738
 Current Service Address 78 6TH ST N
 City, State, Zip NAMPA, ID 83687



Prepared By Misty Northrop

Customer Contact Information

Contact Name Mark Davis
 Contact Number 2084685481
 Email Address davism@cityofnampa.us
 Fax

Not Applicable **MOVE ORDER INFORMATION**

New Service Address Suite
 City, State Zip
 *Requested Move Date

*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal												
Local Services and Features	Current Pricing				Add / Change to Service							
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time	
Basic Business Line	\$28.95	\$7.00	1	\$21.95	\$28.95	\$7.00			1	\$21.95		
Interstate Access Charge	\$8.33		1	\$8.33	\$8.33				1	\$8.33		
Interconnection Fee	\$1.95		1	\$1.95	\$1.95				1	\$1.95		
Estimated Subtotals for Local Service				\$30.23					\$30.23	\$0.00		
Toll Services	Current Pricing			Add / Change to Service								
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly						
Interstate	\$0.0350											
International Long Distance												
Intrastate	\$0.0350											
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing				Integra Proposed Services Estimate				
				\$30.23				\$30.23				
Notes: Term Length 36 Months Renewing services. Pricing valid for 30 days.												
Directory Primary Listing <input type="checkbox"/> No Additional Listing <input type="checkbox"/> Additional Listings Attached <input type="checkbox"/> <input checked="" type="checkbox"/> No change to existing listing												
Company Name _____ Telephone Number to List _____ Address _____ City, State Zip _____										Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.		
Listing Type <input type="checkbox"/> Business <input type="checkbox"/> Residential <input type="checkbox"/> Published <input type="checkbox"/> Non-Published <input type="checkbox"/> Non-Listed <input type="checkbox"/> Omit Address												

Customer Acceptance: _____
 Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
 Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

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Police

318-0617

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name KARCHER MALL
ICC Number 899737
Current Service Address 1509 CALDWELL BLVD
City, State, Zip NAMPA, ID 83651



Prepared By Misty Northrop

Customer Contact Information
Contact Name Mark Davis
Contact Number 2084685481
Email Address davisism@cityofnampa.us
Fax

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION
New Service Address City, State *Requested Move Date	Suite Zip
*Minimum Business days required once contract is received and accepted by Integra.	
Business Line: 15 Days DSL: 20 Days T1: 30 Days	

Renewal											
Local Services and Features	Current Pricing				Add / Change to Service						
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time
Basic Business Line	\$28.95	\$7.00	1	\$21.95	\$28.95	\$7.00			1	\$21.95	
Interstate Access Charge	\$8.33		1	\$8.33	\$8.33				1	\$8.33	
Interconnection Fee	\$1.95		1	\$1.95	\$1.95				1	\$1.95	
Estimated Subtotals for Local Service				\$30.23					\$30.23	\$0.00	
Toll Services		Current Pricing			Add / Change to Service						
		Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly				
Interstate		\$0.0350									
International Long Distance											
Intrastate		\$0.0350									
Estimated Monthly Charges excluding taxes and surcharges (1)					Existing Pricing			Integra Proposed Services Estimate			
					\$30.23			\$30.23			
Notes: Term Length 36 Months Renewing services. Pricing valid for 30 days.											
Directory Primary Listing		<input type="checkbox"/> No Additional Listing	<input type="checkbox"/> Additional Listings Attached	<input checked="" type="checkbox"/> No change to existing listing							
Company Name		Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.									
Telephone Number to List											
Address											
City, State Zip											
Listing Type		<input type="checkbox"/> Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Published	<input type="checkbox"/> Non-Published	<input type="checkbox"/> Non-Listed	<input type="checkbox"/> Omit Address				

Customer Acceptance: _____
Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 15 of the Integra Master Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit www.integratelecom.com.

Police

318-0620

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name NAMPA HIGHWAY DISTRICT
ICC Number 899738
Current Service Address 4507 12TH AVE RD
City, State, Zip NAMPA, ID 83685



Prepared By Misty Northrop

Customer Contact Information
Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
Suite
Zip
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time). Includes subtotals for Local Service (\$30.23) and Toll Services.

Customer Acceptance: Print Name Authorized Signature Date

Integra Telecom Acceptance: Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratелеcom.com, incorporated by reference herein, constitutes a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-Imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice.

Police

318-0619

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-847-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name COLUMBIA HIGH SCHOOL
ICC Number 899739
Current Service Address 301 S HAPPY VALLEY RD
City, State, Zip NAMPA, ID 83687



Prepared By Misty Northrop

Customer Contact Information
Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

Not Applicable **MOVE ORDER INFORMATION**

New Service Address _____ Suite _____
City, State _____ Zip _____
*Requested Move Date _____

*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal												
Local Services and Features	Current Pricing				Add / Change to Service							
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time	
Basic Business Line	\$28.95	\$7.00	1	\$21.95	\$28.95	\$7.00			1	\$21.95		
Interstate Access Charge	\$6.33		1	\$6.33	\$6.33				1	\$6.33		
Interconnection Fee	\$1.95		1	\$1.95	\$1.95				1	\$1.95		

Estimated Subtotals for Local Service				\$30.23					\$30.23	\$0.00
Toll Services		Current Pricing			Add / Change to Service					
Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly					
Interstate	\$0.0350									
International Long Distance										
Intrastate	\$0.0350									
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing	Integra Proposed Services Estimate					
				\$30.23	\$30.23					

Notes: Term Length 36 Months
Renewing services. Pricing valid for 30 days.

Directory Primary Listing No Additional Listing Additional Listings Attached No change to existing listing

Company Name _____
Telephone Number to List _____
Address _____
City, State Zip _____

Listing Type Business Residential Published Non-Published Non-Listed Omit Address

Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.

Customer Acceptance: _____
Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 15 of the Integra Master Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

Police

318-0618

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name LONE STAR MIDDLE SCHOOL
ICC Number 899741
Current Service Address 11055 LONE STAR RD
City, State, Zip NAMP, ID 83651



Prepared By Misty Northrop

Customer Contact Information
Contact Name Mark Davis
Contact Number 2084885481
Email Address davisam@cityofnampa.us
Fax

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION
New Service Address City, State *Requested Move Date	Suite Zip
*Minimum Business days required once contract is received and accepted by Integra. Business Line: 15 Days DSL: 20 Days T1: 30 Days	

Renewal												
Local Services and Features	Current Pricing				Add / Change to Service							
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time	
Basic Business Line	\$28.95	\$7.00	1	\$21.95	\$28.95	\$7.00			1	\$21.95		
Interstate Access Charge	\$6.33		1	\$6.33	\$6.33				1	\$6.33		
Interconnection Fee	\$1.95		1	\$1.95	\$1.95				1	\$1.95		
Estimated Subtotals for Local Service				\$30.23					\$30.23	\$0.00		
Toll Services	Current Pricing			Add / Change to Service								
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly						
Interstate	\$0.0350											
International Long Distance												
Intrastate	\$0.0350											
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing		Integra Proposed Services Estimate						
				\$30.23		\$30.23						
Notes: Term Length 36 Months Renewing services. Pricing valid for 30 days.												
Directory Primary Listing	<input type="checkbox"/> No Additional Listing	<input type="checkbox"/> Additional Listings Attached	<input checked="" type="checkbox"/> No change to existing listing									
Company Name										Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.		
Telephone Number to List												
Address												
City, State Zip												
Listing Type	<input type="checkbox"/> Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Published	<input type="checkbox"/> Non-Published	<input type="checkbox"/> Non-Listed	<input type="checkbox"/> Omit Address						

Customer Acceptance: _____
Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 16 of the Integra Master Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

Traffic

318-0524

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA TRAFFIC SIGNAL
ICC Number 899742
Current Service Address 1816 CALDWELL BLVD
City, State, Zip NAMPA, ID 83651



Contract Term 36 Months

Prepared By Misty Northrop

MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
Suite Zip
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address davism@cityofnampa.us
Fax

Renewal

Table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time). Rows include Basic Business Line, Interstate Access Charge, Interconnection Fee, and various toll services.

Notes: Term Length 36 Months
Renewing services. Pricing valid for 30 days.

Directory Primary Listing
No Additional Listing
Additional Listings Attached
No change to existing listing
Company Name
Telephone Number to List
Address
City, State Zip
Listing Type: Business, Residential, Published, Non-Published, Non-Listed, Omit Address

Customer Acceptance:
Print Name
Authorized Signature
Date

Integra Telecom Acceptance:
Print Name
Signature
Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice.

Parks

318-0041

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA- 16870
ICC Number 899743
Current Service Address 16670 11TH AVE N EXT
City, State, Zip NAMPA, ID 83651



Contract Term 36 Months

Prepared By Mlsty Northrop

MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
Suite
Zip
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Customer Contact Information

Contact Name Mark Davis
Contact Number 2084685481
Email Address daviem@cityofnampa.us
Fax

Renewal

Table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time). Rows include Basic Business Line, Directory Listing Non-Published Number, Interstate Access Charge, Interconnection Fee.

Estimated Subtotals for Local Service \$33.73 \$33.73 \$0.00

Table for Toll Services with columns: Per Minute Rate, Estimated Minutes, Estimated Monthly. Rows for Interstate, International Long Distance, Intrastate.

Table comparing Existing Pricing (\$33.73) and Integra Proposed Services Estimate (\$33.73) for Estimated Monthly Charges excluding taxes and surcharges (1).

Notes: Term Length 36 Months
Renewing services. Pricing valid for 30 days.

Form for listing type selection: Directory Primary Listing, No Additional Listing, Additional Listings Attached, No change to existing listing. Includes fields for Company Name, Telephone Number to List, Address, City, State Zip, and Listing Type (Business, Residential, Published, Non-Published, Non-Listed, Omit Address).

Customer Acceptance: Print Name _____ Authorized Signature _____ Date _____

Integra Telecom Acceptance: Print Name _____ Signature _____ Date _____

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice.

Parks

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name SKYVIEW PARK
ICC Number 902735
Current Service Address 1020 E BLAKESLEE DR
City, State, Zip NAMPA, ID 83686

465-2310



Prepared By Misty Northrop

Customer Contact Information
Contact Name Mark Davis
Contact Number 2084885481
Email Address davism@cityofnampa.us
Fax

<input checked="" type="checkbox"/> Not Applicable	MOVE ORDER INFORMATION	
New Service Address	City, State	Suite
*Requested Move Date		Zip
*Minimum Business days required once contract is received and accepted by Integra.		
Business Line: 15 Days DSL: 20 Days T1: 30 Days		

Contract Term 36 Months

Renewal

Local Services and Features	Current Pricing				Add / Charge to Service						
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time
Basic Business Line	\$27.95		1	\$27.95	\$28.95	\$7.00			1	\$21.95	
Interstate Access Charge	\$6.33		1	\$6.33	\$6.33				1	\$6.33	
Interconnection Fee	\$1.95		1	\$1.95	\$1.95				1	\$1.95	
Estimated Subtotals for Local Service				\$36.23					\$30.23	\$0.00	

Toll Services	Current Pricing			Add / Charge to Service		
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly
Interstate	\$0.0350					
Intrastate	\$0.0350					
International Long Distance						
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing		Integra Proposed Services Estimate
				\$36.23		\$30.23

Notes: Term Length 36 Months
Renewing services. Pricing valid for 30 days.

Directory Primary Listing	<input type="checkbox"/> No Additional Listing	<input type="checkbox"/> Additional Listings Attached	<input checked="" type="checkbox"/> No change to existing listing	Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.		
Company Name						
Telephone Number to List						
Address	<input type="checkbox"/> "X" to include Suite & Initial					
City, State Zip						
Listing Type	<input type="checkbox"/> Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Published	<input type="checkbox"/> Non-Published	<input type="checkbox"/> Non-Listed	<input type="checkbox"/> Omit Address

Customer Acceptance: _____
Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 15 of the Integra Master Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-Imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

WWTTP

465-2320

OMA: Integra Telecom *
Address: 10452 W Emerald
City, St, Zip: Boise, ID 83704
Phone: 208-947-5000
Toll Free: 877-947-5001
Fax: 208-947-5001

Today's Date September 15, 2015
Account Name CITY OF NAMPA - WATER FLOW MONITOR
ICC Number 908857
Current Service Address 338 N BROADMORE WAY
City, State, Zip NAMPA, ID 83687



Prepared By Misty Northrop

Customer Contact Information
Contact Name Mark Davis
Contact Number 2084685481
Email Address davis@m@cityofnampa.us
Fax

Contract Term 36 Months
MOVE ORDER INFORMATION
Not Applicable
New Service Address
City, State
Requested Move Date
Suite
Zip
*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal table with columns: Local Services and Features, Current Pricing (Monthly Unit Cost, Term Discount, Quantity, Estimated Monthly), Add / Change to Service (Monthly Unit Cost, Term Discount, One-Time Charges, One-Time Discount, Quantity, Estimated Monthly, One-Time).

Summary table for Estimated Subtotals for Local Service, Toll Services, and Existing Pricing vs Integra Proposed Services Estimate.

Notes: Term Length 36 Months
Renewing services. Pricing valid for 30 days.

Directory Listing options: Directory Primary Listing, No Additional Listing, Additional Listings Attached, No change to existing listing. Includes fields for Company Name, Telephone Number to List, Address, City, State Zip, and Listing Type (Business, Residential, Published, Non-Published, Non-Listed, Omit Address).

Customer Acceptance: Print Name, Authorized Signature, Date

Integra Telecom Acceptance: Print Name, Signature, Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement.

(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice.

Library

OMA: Integra Telecom *
 Address: 10452 W Emerald
 City, St, Zip: Boise, ID 83704
 Phone: 208-947-5000
 Toll Free: 877-947-5001
 Fax: 208-947-5001

Today's Date September 15, 2015
 Account Name NAMPA PUBLIC LIBRARY
 ICC Number 928849
 Current Service Address 215 12TH AVE S
 City, State, Zip NAMPA, ID 83651

465-2277



Current Service Address 215 12TH AVE S
 City, State, Zip NAMPA, ID 83651

Prepared By Misty Northrop

Customer Contact Information
 Contact Name Mark Davis
 Contact Number 2084685481
 Email Address davism@cityofnampa.us
 Fax

Not Applicable **MOVE ORDER INFORMATION**

New Service Address _____ Suite _____
 City, State _____ Zip _____
 *Requested Move Date _____

*Minimum Business days required once contract is received and accepted by Integra.
Business Line: 15 Days DSL: 20 Days T1: 30 Days

Renewal											
Local Services and Features	Current Pricing				Add / Change to Service						
	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly	Monthly Unit Cost	Term Discount	One-Time Charges	One-Time Discount	Quantity	Estimated Monthly	One-Time
Basic Business Line	\$24.95	\$7.00	1	\$17.95	\$28.95	\$7.00			1	\$21.95	
Directory Listing Non-Published Number	\$3.50		1	\$3.50	\$3.50				1	\$3.50	
Interstate Access Charge	\$6.33		1	\$6.33	\$6.33				1	\$6.33	
Interconnection Fee	\$1.95		1	\$1.95	\$1.95				1	\$1.95	
Estimated Subtotals for Local Service				\$29.73					\$33.73	\$0.00	
Toll Services	Current Pricing			Add / Change to Service							
	Per Minute Rate	Estimated Minutes	Estimated Monthly	Per Minute Rate	Estimated Minutes	Estimated Monthly					
Interstate	\$0.0350										
International Long Distance											
Intrastate	\$0.0350										
Estimated Monthly Charges excluding taxes and surcharges (1)				Existing Pricing		Integra Proposed Services Estimate					
				\$29.73		\$33.73					
Notes: Term Length 36 Months Renewing services. Pricing valid for 30 days.											
Directory Primary Listing <input type="checkbox"/> No Additional Listing <input type="checkbox"/> Additional Listings Attached <input checked="" type="checkbox"/> No change to existing listing <input checked="" type="checkbox"/>											
Company Name _____ Telephone Number to List _____ Address _____ City, State Zip _____										Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line.	
Listing Type <input type="checkbox"/> Business <input type="checkbox"/> Residential <input type="checkbox"/> Published <input type="checkbox"/> Non-Published <input type="checkbox"/> Non-Listed <input type="checkbox"/> Omit Address											

Customer Acceptance: _____
 Print Name Authorized Signature Date

Integra Telecom Acceptance: _____
 Print Name Signature Date

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

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(1) Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratелеcom.com.

EXHIBIT B: PRI Line Quotes

SERVICE PROPOSAL



City of Nampa
3 - TDM PRI's

12/16/2015

Integra

*Quote valid for 30 days from date listed above.
Estimates Based on Contract Term of 36 Months*

Provider	Services	Unit Cost	Qty	Monthly Charges	Estimated Install Charges	
Voice Services	PRI - 411 3rd st S. Nampa	\$285.00	1	\$285.00	\$0.00	
	DIDs	\$0.10	356	\$35.60	\$0.00	
	caller Id name & number	\$20.00	1	\$20.00	\$0.00	
	PRI - 1305 3rd st S. Nampa	\$285.00	1	\$285.00	\$0.00	
	DIDs	\$0.10	99	\$9.90	\$0.00	
	caller Id name & number	\$20.00	1	\$20.00	\$0.00	
	PRI - 820 2nd st S. Nampa	\$285.00	1	\$285.00	\$0.00	
	DIDs	\$0.10	442	\$44.20	\$0.00	
	caller Id name & number	\$20.00	1	\$20.00	\$0.00	
					\$1,004.70	\$0.00
	surecharges		cost	Qty	Monthly	Charges
		FSLC	31.7	3	\$95.10	\$0.00
Carrier access fee		15	3	\$45.00	\$0.00	
toll services		cost	Minutes	Estimated	Estimated Monthly	
	long distance minutes	\$0.00	10000	\$0.00	\$0.00	
				\$0.00	\$0.00	
Total Estimated Charges				\$1,144.80		

Terms & Conditions

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RESPONSIVE. RELIABLE. LOCAL.

SERVICE PROPOSAL



City of Nampa
3 - TDM PRI's
Level3

12/16/2015

*Quote valid for 30 days from date listed above.
Estimates Based on Contract Term of 36 Months*

Provider	Services	Unit Cost	Qty	Monthly Charges	Estimated Install Charges	
Voice Services	PRI - 411 3rd st S. Nampa	\$418.96	1	\$418.96	\$330.00	
	DIDs	\$0.11	356	\$38.96	\$0.00	
	caller Id name & number	\$0.00	1	\$0.00	\$0.00	
	PRI - 1305 3rd st S. Nampa	\$418.96	1	\$418.96	\$330.00	
	DIDs	\$0.00	99	\$0.00	\$0.00	
	caller Id name & number	\$0.00	1	\$0.00	\$0.00	
	PRI - 820 2nd st S. Nampa	\$418.96	1	\$418.96	\$330.00	
	DIDs	\$0.12	442	\$51.30	\$0.00	
	caller Id name & number	\$0.00	1	\$0.00	\$0.00	
					\$1,347.14	\$990.00
	surecharges		cost	Qty	Monthly	Charges
						\$0.00
					\$0.00	
					\$0.00	
toll services		cost	Minutes	Estimated		
	long distance minutes	\$0.00	19500	\$0.00	\$0.00	
	6500 minutes per location			\$0.00	\$0.00	
				Total Estimated Charges	\$1,347.14	

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SERVICE PROPOSAL



City of Nampa
3 - TDM PRI's
centurylink

12/16/2015

*Quote valid for 30 days from date listed above.
Estimates Based on Contract Term of 36 Months*

Provider	Services	Unit Cost	Qty	Monthly Charges	Estimated Install Charges
Voice Services					
	PRI - 411 3rd st S. Nampa	\$325.00	1	\$325.00	\$0.00
	DIDs	\$0.15	356	\$53.40	\$0.00
	caller Id name & number	\$20.00	1	\$20.00	\$0.00
	PRI - 1305 3rd st S. Nampa	\$325.00	1	\$325.00	\$0.00
	DIDs	\$0.15	99	\$14.85	\$0.00
	caller Id name & number	\$20.00	1	\$20.00	\$0.00
	PRI - 820 2nd st S. Nampa	\$325.00	1	\$325.00	\$0.00
	DIDs	\$0.15	442	\$66.30	\$0.00
	caller Id name & number	\$20.00	1	\$20.00	\$0.00
				\$1,169.55	\$0.00
surecharges		cost	Qty	Monthly	Charges
	FSLC	31.7	3	\$95.10	\$0.00
	Carrier access fee	15	3	\$45.00	\$0.00
					\$0.00
toll services		cost	Minutes	Estimated	Estimated Monthly
	long distance minutes	\$0.07	1000	\$70.00	\$0.00
				\$0.00	\$0.00
Total Estimated Charges				\$1,379.65	

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EXHIBIT C: Analog Line Quotes

SERVICE PROPOSAL



City of Nampa
analog POTS lines

12/15/2015

Integra

*Quote valid for 30 days from date listed above.
Estimates Based on Contract Term of 36 Months*

Provider	Services	Unit Cost	Qty	Estimated Monthly Charges
Data Services				\$0.00
Voice Services				Estimated Monthly Charges
	analog line	\$21.95	90	\$1,975.50
				\$0.00
				\$0.00
				\$0.00
				\$1,975.50
surecharges		Rate/min	Minutes	Monthly
	federac access	6.33	90	\$569.70
	Carrier access fee	1.95	90	\$175.50
	network access charge			\$212.37
				\$0.00
				\$957.57
Total Estimated Charges				\$2,933.07

Terms & Conditions

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SERVICE PROPOSAL



City of Nampa
 analog POTS lines
Centurylink

12/15/2015

*Quote valid for 30 days from date listed above.
 Estimates Based on Contract Term of 36 Months*

Provider	Services	Unit Cost	Qty	Estimated Monthly Charges
Data Services				\$0.00
Voice Services				Estimated Monthly Charges
	analog line	\$26.99	90	\$2,429.10
				\$0.00
				\$0.00
				\$0.00
				\$2,429.10
surecharges		Rate/min	Minutes	Monthly
	federatl access	8.84	90	\$795.60
	Carrier access fee	2.99	90	\$269.10
	network access charge			\$261.13
				\$0.00
				\$1,325.83
Total Estimated Charges				\$3,754.93

Terms & Conditions

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SERVICE PROPOSAL



City of Nampa
analog POTS lines

12/15/2015

Granite

*Quote valid for 30 days from date listed above.
Estimates Based on Contract Term of 36 Months*

Provider	Services	Unit Cost	Qty	Estimated Monthly Charges
Data Services				\$0.00
Voice Services		Unit Cost	Qty	Estimated Monthly Charges
	analog line	\$24.50	90	\$2,205.00
				\$0.00
				\$0.00
				\$0.00
				\$2,205.00
surecharges		Rate/min	Minutes	Monthly
	federac access	9.31	90	\$837.90
	Carrier access fee	2.38	90	\$214.20
	network access charge			\$0.00
				\$1,052.10
	Install charges approx.	\$4,500.00		
				Total Estimated Charges
				\$3,257.10

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PROFESSIONAL SERVICES AGREEMENT KINGS ROAD PRESSURE REDUCING VALVE (PRV)

- During the recent water and irrigation rate study the Capital Improvement Plan was extended from a seven to fourteen year plan.
- One of the projects moved from fiscal year 2016 to 2022 was a pressure reducing valve near the intersection of Garrity and Kings. This project will increase the fire flow for the area east of Kings Road along Garrity Boulevard.
- Two businesses located in the area, H. M. Clause and Atlas Pallet, need increased fire flow in order to build new buildings to expand their capacity.
- Engineering, Fire and Economic Development met with the two businesses to discuss their proposed projects.
- The Fire Department will allow the building projects to proceed once a funding source has been approved for the PRV.
- Engineering has reviewed the PRV project and estimates the cost of the project at \$50,000.
- The PRV project is not currently budgeted. If approved a budget amendment will be submitted early in 2016 for the project.
- Keller and Associates has provided a scope of work for design and bidding services in the amount of \$11,990 (See exhibit "A").
- Engineering has reviewed the scope of work and recommends approval.

REQUEST: Authorize Mayor and Public Works Director to sign task order and contract for Kings Road PRV Project



SCOPE OF SERVICES

City Project Number: _____
Project Name: Kings Road PRV
Owner: City of Nampa
Consultant: Keller Associates, Inc.
Contact: James Bledsoe, PE (208.288.1992)
Date: January 7, 2016

PROJECT DESCRIPTION

The City intends to use City funds to install a new PRV near the intersection of Kings Road and Airport Road to improve fire protection within the City. This project is identified in the 2014 Water System Master Plan as a portion of project 1.2F, and includes approximately 50 feet of new 8-inch waterline, two hot taps, and a new PRV in a vault anticipated to be located adjacent to the airport property within public right-of-way.

The project will include a field topographic survey, preliminary and final design, preparation of specifications, agency coordination, bidding support, and construction support services. It is anticipated that the City or their designated representative will provide construction engineering and inspection services (CE&I) for the project. Consultant services are more particularly described in the following sections.

CONSULTANT SERVICES

Task 1 – Project Management

Project management includes general project administration services including contract administration, monthly invoicing, progress reports, and internal project administration. Deliverables include monthly progress reports and invoices. No council meetings or council reports are anticipated.

Task 2 – Design

The Consultant will provide the following services:

- 2.1. **Base Mapping:** Consultant will use a previously developed base map as the basis for developing the construction drawings. Consultant will call in locates and take field measurements for potential conflicting utilities. A City representative will assist in marking the waterlines and identifying the locations of normally closed valves. Utilities depicted on the plans as a result of this task will not be verified and must be field verified, located, and protected by the contractor during construction. Flexibility should be given the City during construction to field fit the waterlines and PRV vault as needed. No boundary research will be provided.
- 2.2. **Preliminary Design:** Consultant will provide the following services as part of preliminary design:
 - 2.2.1 *Design Correspondence:* Coordination is anticipated to be via telephone and email. No design meetings are anticipated.
 - 2.2.2 A concept layout has already been provided to the City during the project scoping. The City will provide copies of recently installed PRV drawings and specifications for reference.

- 2.3. **Final Design:** Final design of the water mains and PRV will be completed by Consultant with considerations made for sanitary separation (per State Public Drinking Water Regulations), surface disturbance, water service impacts, constructability, traffic issues, utility conflicts, and other pertinent design issues.
- 2.3.1 *Design Drafting:* Consultant will perform design drafting in AutoCAD for the construction plans which will include vicinity maps, sheet indexes, north arrows, pipe size, pipe type, fittings, surface repair, crossing requirements, property lines, and special details necessary for a biddable product. Drafting will be completed on 22"x34" sheets, ANSI standard size "B" sheets (50% and 90% review sets of drawings will be 11"x17"). Final design drawings to include plan views only, except where complexities warrant a detail showing a profile.
- 2.3.2 *Property Owner and ITD Coordination:* None anticipated.
- 2.3.3 *Special Provisions and Specifications:* Construction will be per the 2012 ISPWC and the modifications to these standards found in the City of Nampa 2015 Standard Construction Specifications. Project specific requirements will be incorporated into the construction drawings or into a special provisions section of the specifications. Consultant will utilize the City's existing front-end construction documents for obtaining quotes. The only technical specification anticipated is for the pressure reducing valve.
- 2.3.4 *90% Plans:* Upon 90% completion of the plans and specifications, Consultant will submit a review set of plans to the City for review. Project erosion and sediment control plans general specifications will be provided, and the contractor will be required to submit final sediment and erosion control plans to the City at the time of construction. Final specifications will include traffic control constraints, and it is anticipated that traffic control plans will be prepared by the Contractor. Waterline shutdown plans (if any) will be the responsibility of the Contractor.
- 2.3.5 The Consultant will prepare a cost estimate and meet with the City to receive comments and discuss plans. The City will provide a copy of the recent bids that include PRVs. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant.
- 2.3.6 *100% Plans:* Consultant will incorporate appropriate revisions based on review comments made by the City into a final set of plans and specifications. Consultant will submit the final plans to DEQ for review and approval.

Task 3 – Bid and Award Services

- 3.1. **Bidding, Publishing, and Administration:** Consultant will provide five (5) hard copies and one electronic copy (PDF format) of the bid documents to the City. Bid plans will be produced at reduced size (11"x17"). It is anticipated that the City will solicit quotes from three to five contractors. Consultant will prepare addenda when necessary during the Bid process to clarify bidding requirements. No pre-bid meeting is anticipated. Plans and addenda will be distributed by the City.
- 3.2. The City will open bids, review results, and make a recommendation for award. For budgeting purposes, one bid process was assumed. Additionally, it is not anticipated that Consultant staff will prepare staff reports or attend a City council meeting to discuss award of the bids.

Task 4 – Construction Support Services

This scope of work is to provide construction support services. It is understood that the City or their assigned representative will provide CE&I services. Consultant will provide the following construction support services:

- 4.1. Review contractors' submittals to check that proposed materials generally conform to the specifications. Copies of reviewed submittals will be submitted to the City for future City reference. Submittal reviews will cover specified materials. It is anticipated that the City will review traffic control, erosion and sediment control, temporary service and shutdown plans (if applicable), and construction testing (i.e. compaction tests, pressure tests, and bacteria tests).
- 4.2. Respond to requests for information and provide plan and specification clarification.
- 4.3. Review change orders and work change directives.
- 4.4. The City or assigned representative will provide observation and review of Contractor's performance or any other construction phase services, and as such the City assumes responsibility for interpretation (or seeking interpretation) of the Contract Documents and for construction observation. For budgeting purposes, one Consultant field visit is included for the purpose of understanding issues encountered in the field and providing direction to the City for the project.
- 4.5. City or their representative, will provide other construction services not listed above, including but not limited to reviewing and processing pay requests, issuing a Notice of Substantial Completion to the contractor, developing a "punch list", and processing all closeout documents.
- 4.6. **Record Drawings.** Upon completion of the Work, the Consultant shall compile and deliver to the City a reproducible set of Record Documents, based on information from the contractor and observations made during construction. Record Documents will include marked-up construction drawings, addenda, change orders and other data that show significant changes made during construction. The Consultant does not warrant the accuracy of information provided by others. Record Drawings will be prepared in AutoCAD format. One CD/DVD with AutoCAD and PDF drawings of the record drawings as well as one mylar set of drawings will be provided the City.
- 4.7. No operations and maintenance manual is anticipated with this project.

CITY PROVIDED INFORMATION AND RESPONSIBILITIES

The following data and/or services are to be provided by the City without cost to Consultant.

1. Provide ongoing review of the work and timely consideration of project issues.
2. Provide relevant record drawings and other relevant information of record.
3. Provide input on waterline valving, connection locations, and plan review.
4. Pay for all permits, fees, or other payments required to secure permitting for construction of the proposed improvements.
5. Provide electronic copy of available GIS mapping, include parcel data.
6. Provide electronic copies of the most current edition of the City of Nampa Specifications and Drawings for Construction, including front-end quote documents.
7. Provide and pay for legal notices for Advertisement of Bids. Distribute bid documents and addenda to contractors. Provide place for bid opening. Provide legal counsel for bid award, if necessary.
8. Provide CE&I services.

TIME OF COMPLETION

The Consultant will complete the work based on the following schedule:

- Topographic Surveying within 30 days of notice to proceed
- Preliminary Design within 45 days of notice to proceed
- 50% Design within 14 days of receiving City input on preliminary design
- 90% Design within 21 days of receiving City input on 50% design
- Final Design within 14 days of receiving City input on 90% design

COMPENSATION SCHEDULE

Task	Description	Compensation
1	Project Management	\$595
2	Design	\$7,300
3	Bidding	\$1,105
4	Construction Services	\$2,990
	TOTAL	\$11,990

Services will be completed on a time and materials basis. The Not-To-Exceed (NTE) amount to complete all services listed above for this task order is eleven thousand nine hundred ninety dollars (\$11,990.00). While the budget amounts for each task may be exceeded, no compensation over the total NTE budget will be paid without prior written approval by the City. The hourly rates for services and direct expenses are per the Master Agreement and the current approved Rate Schedule on file with the City (rate schedules are updated annually in January), and will be the basis for any additions and/or deletions in services rendered.

City Council

January 19, 2016

New Business – Authorize Mayor and Public Works Director to sign Task Order for Kings Rd. PRV Project

By: Beth Ineck, Economic Development Director

The Economic Development office fully supports the request from Public Works to move forward with a valve replacement project that will enhance fire flow capacity for the area along Garrity Boulevard and Kings Road. This area is home to several manufacturing and industrial operations that cannot expand without adequate fire suppression capacity. We have met with both Atlas Pallet and H.M. Clause regarding potential expansion plans at their facilities on Kings Road and Garrity Blvd respectively. These companies desire to continue to stay and grow in Nampa at their current locations but cannot do so until this issue is resolved. Waiting to complete this project until 2022 will have a negative economic development impact and could result in the loss of new investment in the community.

Requested Action: Approve fire flow enhancements at Kings and Garrity.

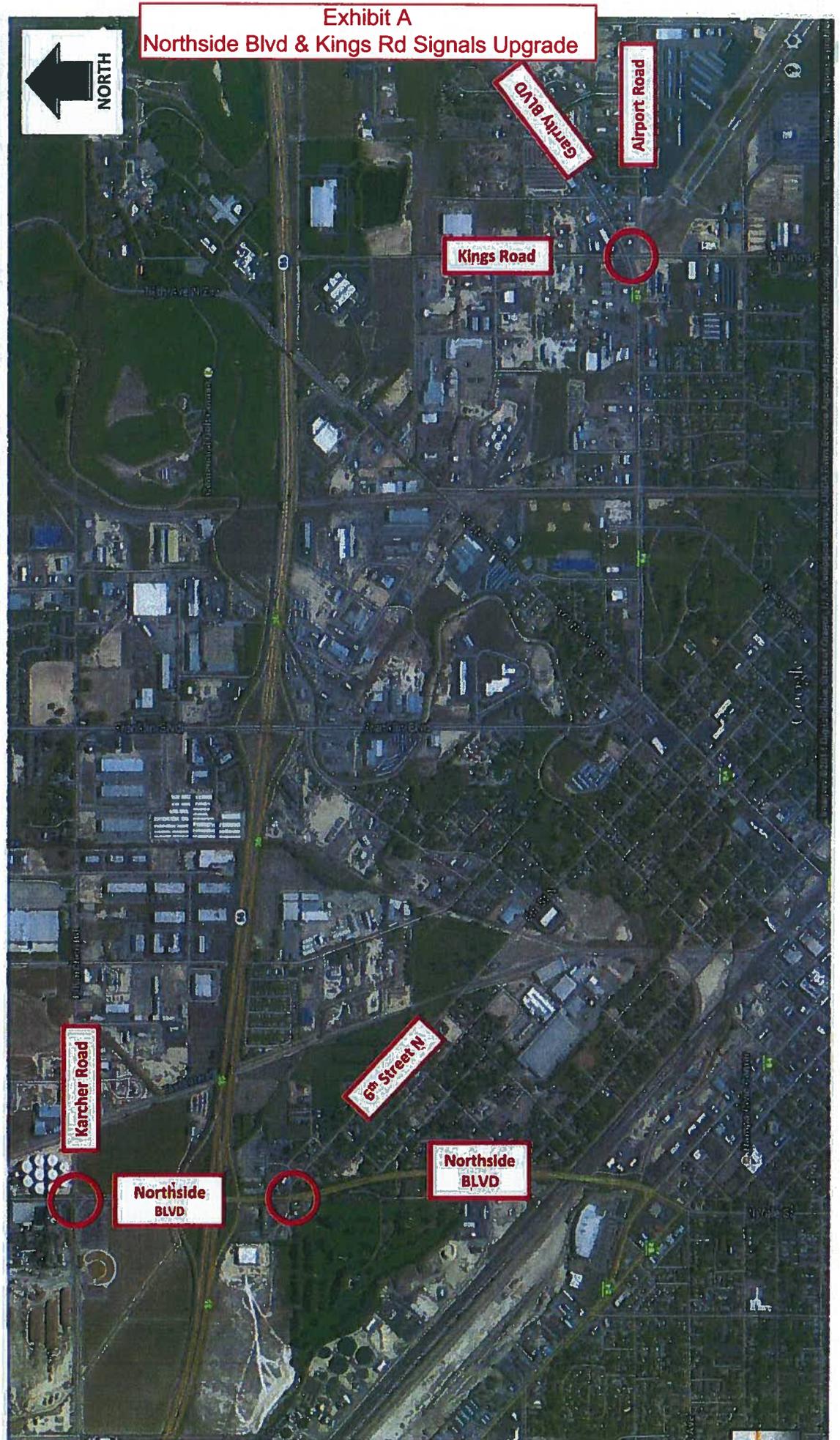
LOCAL PROFESSIONAL SERVICES AGREEMENT

Northside Boulevard and Kings Road Signals Upgrade (Key No. 18702)

- Based on a demonstrated need for safety improvements at high injury accident locations, Engineering applied for and was awarded funding through the Local Highway Safety Improvement Program (LHSIP).
- LHSIP is funded by the state's Highway Safety Program through the Federal Transportation Act SAFETE-LU and is aimed at improving safety at high accident locations.
- The project includes the installation of Flashing Yellow Turn Arrow (FYLTA) signal heads, pedestrian signal upgrades, enhanced lighting, accessibility ramp upgrades, minor sidewalk improvements at the following intersections (see vicinity map, Exhibit A):
 - Northside Boulevard & Karcher Road
 - Northside Boulevard & 6th Street North
 - Kings Road & Garrity Boulevard (if funding is available)
- The State Local Agreement for Project Development with ITD was approved by the City Council on 1/6/2015.
- Total estimated project cost is \$291,000—Federal funding covers 100% of the total project cost. No match costs are required by the City.
- The Local Professional Services Agreement (LPSA) is for design services by Precision Engineering in the amount of \$31,000.00 (NTE) (Exhibit B).
- Engineering recommends authorization of this agreement.

REQUEST: Council Authorize Mayor to sign Local Professional Services Agreement between the City of Nampa, Precision Engineering and ITD for the Northside Boulevard and Kings Road Signals Upgrade (Key No. 18702) in the amount of \$31,000.00 (NTE).

Northside Boulevard and Kings Road Signal Project
City of Nampa
2016 Local Highway Safety Improvement Program (LHSIP)
Canyon County



IDAHO TRANSPORTATION DEPARTMENT
LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number
93853

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF NAMPA, whose address is 411 Third Street South Nampa ID 83651, hereinafter called the "Sponsor," and PRECISION ENGINEERING, LLC, whose address is 588 E. Ridge Dr, Eagle, ID, 83616, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

PROJECT NAME: NORTHSIDE BLVD AND KINGS RD SIGNALS, NAMPA
PROJECT NO: A018(702)
KEY NO: 18702

I. SUBCONSULTANTS

The Sponsor approves the Consultant's utilization of the following Subconsultants: n/a

II. AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Kevin Kuther, Safety Engineer, LHTAC; (208) 344-0565; or an authorized representative.

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:
 - a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.

- b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No.1L.

- 2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://www.itd.idaho.gov/design/cau/policies/policies.htm>.

IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

V. TIME AND NOTICE TO PROCEED

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **6/15/2016**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

VI. BASIS OF PAYMENT

- A. Payment Basis: Specific Rates of Compensation (Loaded hourly rates [labor, OH & fee] plus direct expenses). Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the actual cost or Not-To-Exceed amount of the Agreement, whichever is lesser.
- B. Compensation Amount
 - 1. Not-To-Exceed Amount: **\$31,000.00**
 - 2. Additional Services Amount: **\$0.00**
 - 3. Total Agreement Amount: **\$31,000.00**
- C. The rates identified in Attachment No. 2 were negotiated and agreed upon by both parties to this Agreement. These rates will be fixed for the period of this Agreement.

- D. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$31,000.00** to perform the work of this Agreement.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

PRECISION ENGINEERING, LLC
Consultant

CITY OF NAMPA
Sponsor

By: 
Title: Principal Engineer

By: _____
Title: _____

**IDAHO TRANSPORTATION
DEPARTMENT**

By: _____
Title: _____

ATTACHMENT NO. 1L

CONSULTANT AGREEMENT SPECIFICATIONS

These specifications supplement Local Professional Services Agreements and shall be attached to said Agreements.

A. DEFINITIONS

1. **Administrator:** Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State/Sponsor believe necessary for the satisfactory completion of the Agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site: <http://www.itd.idaho.gov/design/cau/policies.htm>.
17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.
18. **State:** Normally "State" refers to the Idaho Transportation Department.
19. **Sponsor:** The "Sponsor" refers to the local public agency.
20. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31, and be supported by audit accepted by the State.

B. STANDARDS OF PERFORMANCE

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

C. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer the Agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, completion of milestones, and acceptable fulfillment of the Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all reviews performed by the State or their representatives.

D. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or Subconsultants capable of and devoted to the successful accomplishment of work to be performed under the Agreement. The specific individuals or Subconsultants listed in this Agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal.

E. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the Sponsor for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

F. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The Sponsor assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

G. PROJECT SCHEDULING

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show the project percent completed on each task.

H. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

Each progress report shall list invoices by PSA number and reference milestones.

I. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoice cost less the fixed fee for the work satisfactorily completed for each invoicing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made, including Fixed Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://www.itd.idaho.gov/design/cau/policies.htm>.

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.
3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.
5. Payments to Subconsultants

The Consultant shall pay each Subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the State under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each Subconsultant within twenty (20) calendar days after the Subconsultant's work is satisfactorily completed.

Form ITD-2892 (Certification of Payment) shall be filled out by the consultant for each invoice and provided to the Agreement Administrator verifying payments to subconsultants. Upon completion of the work, the consultant shall certify total payment to all subconsultants on Form ITD-2921 (Certification of Payment Amounts). Forms will be provided by the State.

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

- a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

- b. The Sponsor warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

Employ or retain, or agree to employ or retain, any firm or person, or; pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency, the State, or the Sponsor, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the Sponsor.

- a. Increase in the work required by the Sponsor due to unforeseen circumstances.
- b. Revision in the work required by the Sponsor subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the Sponsor.
- d. Reduction in the work required by the Sponsor due to unforeseen circumstances.

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the Sponsor and the Consultant. During such negotiations the Sponsor may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of Sponsor order for nonperformance, a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the Sponsor will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the Sponsor and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

- a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
- b) Additional work ordered in writing by the Sponsor.
- c) Department Design Standards have changed or expectations have changed from the time of negotiation.

5. TERMINATION

The Sponsor may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
- d. At the convenience of the Sponsor.

Prior to giving notice of termination for the reasons set forth in a through c above, the Sponsor shall notify the Consultant in writing of any deficiencies or default in performance of the terms of this Agreement, and Consultant shall have ten (10) days thereafter in which to correct or remedy such default or deficiency. Upon their failure to do so within said ten (10) days, or for the reasons set forth in c above, such notice of termination in writing shall be given by the Sponsor. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the Sponsor. Upon receipt by the Sponsor of said documents, payment shall be made to Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Sponsor and the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for mediation or arbitration. Consultant agrees that any mediation or arbitration hearing shall be conducted in Boise, Idaho. Consultant and Sponsor agree to be bound by the mediation agreement or the decision of the arbitration. Expenses incurred due to the mediation or arbitration will be shared equally by the Consultant and the Sponsor.

7. ACCEPTANCE OF WORK

- a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.
- c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the Sponsor for payment, partial or final, shall not constitute a waiver of any rights the Sponsor may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the Sponsor. The Consultant shall respond to the Sponsor's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the Sponsor, visits to the site of the work.

If the Consultant discovers errors or omissions in its work product, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the Agreement.

The Consultant's liability for damages incurred by the Sponsor due to negligent acts, errors or omissions by the Consultant in its work product shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with the preparation of the plans, study, or report, shall become the property of, and be delivered to, the Sponsor without restrictions or limitations of their further use. Any use of these materials by the Sponsor for purposes other than intended under this agreement shall be at the risk of the Sponsor. The Consultant has the right to make and retain copies of all data and documents for project files. All material acquired or produced by the Consultant under this contract may be public records under the Idaho Public Records Act. Reference Idaho Code Section 9-338(9).

9. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproducible of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered on one of the following:

- a. Standard CD-ROM format;
- b. Standard DVD-ROM Format

Files shall be developed with MicroStation software, XM Version 8.09.X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: <http://itd.idaho.gov/manuals/ManualsOnline.htm> .

11. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: http://www.itd.idaho.gov/design/cau/general_info.htm.

13. INDEMNITY

- a. Concerning claims of third parties, the Consultant shall indemnify, and hold harmless and defend the Sponsor from any and all damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant in the prosecution of the work which is the subject of this Agreement.
- b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.
- c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances.

14. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence, professional liability insurance in the amount of \$1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

15. ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. LEGAL COMPLIANCE

The Consultant at all times shall, as a professional, observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner and in accordance with the general standard of care. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

17. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the Sponsor. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

18. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

19. PATENTS AND COPYRIGHTS

The Consultant shall hold and save the Sponsor and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, and copyright.

20. CIVIL RIGHTS ACT

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

- a. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. (<http://www.itd.idaho.gov/civil/eeocc.htm>)
- b. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
- c. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
- d. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
- e. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
- f. **Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs a. through e. above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by regulations, orders, or directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interest of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

21. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

24. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

Attachment No. 2

Scope of Work

December 9, 2015

NORTHSIDE BLVD AND KINGS ROAD SIGNALS, NAMPA

PROJECT NO. A018(702)

KEY NO. 18702

CITY OF NAMPA PROJECT NO. (02-1531)

PRECISION ENGINEERING, LLC

539 S. Fitness Place Suite 120

Eagle Idaho 83616

Phone: 208-938-1695

Project Manger: Joel Grounds, P.E., PTOE

Email: joel@precisionengineeringllc.com

Contract Amount: \$30,545.00 (T/M NTE)

PROJECT UNDERSTANDING

The Local Highway Technical Assistance Council (LHTAC), as part of the 2016 Local Highway Safety Improvement Program (LHSIP) has programmed a safety improvement project to address intersection related crashes, particularly head on crashes due to left turning vehicles. This will be achieved by installing Flashing Yellow Left Turn Arrow (FYLTA) signal heads, upgrading existing intersection lighting and signal control equipment to improve safety at the following three (3) intersections:

- Northside BLVD & Karcher Road
- Northside BLVD & 6th Street N
- Karcher Road and Market Place Road (in place of Kings Kings Road & Garrity BLVD & Airport Road as directed on 12/8/2015)

Additionally, the pedestrian signal equipment will be upgraded to count down pedestrian signal heads and new Advisor Guide Accessible Pedestrian Station (APGS) pedestrian push buttons will be installed to improve pedestrian safety. This is a federally funded safety improvement project sponsored by the City of Nampa for construction in 2017.

PROPOSED IMPROVEMENTS

The following improvements are anticipated to improve overall traffic flow and improve safety for left turn movements:

- Install Radar Detection
- Install Flashing Yellow Turn Arrow Heads (FLYTA) and Primary Heads
- Upgrade Existing Pedestrian Push Buttons to Advisor Guide Accessible Pedestrian Station (APGS), with extension brackets as needed.
- Upgrade Existing Street Lights
- Install crosswalk markings at Northside and Karcher intersection

PROJECT DEVELOPMENT

This is a federal funded safety project sponsored by the City of Nampa and will be completed as a simple project and does not require full federal oversight. The project will follow the Abbreviated Project Development Procedures, Section 315.14 of the ITD Design Manual and the LHTAC LHSIP design process. Our scope of work includes the following assumptions:

- Plans will be prepared using ITD 11x17 sheets.
- English units will be used for this project.
- City of Nampa will provide Precision with the most current City of Nampa Traffic signal Standards.
- City of Nampa to provide Precision Engineering with shapefiles, aerial photography and dxf files (exported from GIS shapefiles) to use in the preparation of the base map.
- It is assumed the existing pedestrian ramps will not be reconstructed.

PROJECT SCOPE OF WORK

This section provides a description of the level of effort and deliverables associated with each task to complete the Scope of Work.

TASK 1 PROJECT MANAGEMENT

This task consists of general project coordination with LHTAC throughout the project and preparation of monthly invoices.

Task 1.1 Project Coordination

This task will include progress meetings, informal reviews and general coordination with LHTAC and City of Nampa staff as required during the project.

Task 1.2 Prepare Monthly Invoices

Monthly invoices will include the ITD 771 – Monthly Progress Report, the current Professional Service Authorization (PSA), Monthly Status Form, updated milestones and a cover letter summarizing the work progress and budget status.

Task 1.3 Agency Coordination

Precision Engineering will attend a City Council meeting and present the design layout and prepare displays as needed for a complete presentation.

- Display Board(s)

TASK 2 DESIGN SERVICES

PROJECT CHARTER

Task 2.1 Pre-Project Conference (Kick off Meeting)

Precision Engineering will attend the Pre-Project Conference and prepare notes summarizing the meeting. The deliverables for this task consist of:

- Meeting Notes

Task 2.2 Prepare Project Charter

LHTAC has completed the Project Charter. Precision will review the Project Charter and provide revisions as needed as the design progresses.

Task 2.3 Field Surveys (Not Required)

It is assumed that due to the limited ground disturbance a topographic survey will not be required. Plans will be prepared using existing GIS data converted to CADD format to create the base mapping and site visits.

Task 2.4 Environmental Document assistance

LHTAC will complete the environmental document in house. Precision Engineering will assist LHTAC with information needed to complete the environmental document.

FINAL DESIGN

This task consists of preparation of the plans, special provisions, construction cost estimate and contract time determination for Final Design Review and PS&E submittals.

Task 2.5 Site Visits

Precision Engineering will visit the project sites as needed. We will conduct a field inventory of the existing conduits and conductors. This will be used to provide an accurate depiction on the cabling. We will coordinate with the City of Nampa as needed for access to existing cabinet, as built plans, etc.

Task 2.6 Prepare Base Mapping

After the site visit Precision Engineering will prepare the base map compiled from the data provide by City of Nampa (shapefiles, dxf, aerial photos) and any additional information obtained during the site visit and set up project files.

Task 2.7 Prepare Preliminary Display

Precision Engineering will prepare a preliminary design layout to be provided to LHTAC and City of Nampa depicting the proposed improvements. This will be used to ensure the direction of the design meets the proposed purpose and need of the project before completing the final design submittal.

Task 2.8 Prepare Final Plan Sheets (20 Sheets)

Precision Engineering will perform final design and drafting in accordance with ITD standards of the following deliverables in this task:

- 1 – Title Sheet
- 2 – Standard Drawing Index Sheets
- 1 – Project Clearance Summary Sheet
- 1 – Roadway Summary Sheet
- 3 – Traffic Signal Materials List
- 1 – Key Map and Legend Sheet
- 3 – Traffic Signal Plan Sheets
- 6 – Traffic Signal Detail Sheets
- 2 – Construction Traffic Control Plan Sheets

Task 2.9 Prepare Construction Cost Estimate

Precision Engineering will calculate the estimated quantities and prepare an engineer's construction cost estimate for the project. The unit costs will be based on the ITD Average Unit Price report. The deliverable for this task consists of:

- Engineer's Construction Cost Estimate in Estimator Format

- Task 2.10 Prepare Special Provisions**
Precision Engineering will prepare the Special Provisions (Bid Proposal) and the Contract Time Determination Schedule for the project. The deliverables for this task consist of:
- Special Provisions
 - Contract Time Determination Schedule
- Task 2.11 Prepare Final Design Review Submittal**
Precision Engineering will perform an internal review of the entire final design review package (plans, special provisions and construction cost estimate) prior to submitting for the Final Design Review. We will perform revisions from the internal review and prepare the plans, special provisions and construction cost estimate for the formal Final Design Review submittal to LHTAC and City of Nampa.
- Precision will review agency comments and prepare a comment summary matrix to be provided to all parties prior to the Final Design Review meeting.
- Prepare Comment Matrix
- Task 2.12 Final Design Review Meeting**
Precision Engineering will attend the Final Design Review Meeting and prepare meeting notes that summarize the review comments obtained from the meeting and from the marked-up plans, special provisions and estimate. The deliverable for this task consists of:
- Summary of Final Design Review Comment Matrix and meeting minutes
- Task 2.13 Prepare PS&E Submittal**
Precision Engineering will revise the plans, special provisions and estimate as necessary to address the Final Design Review comments. We will prepare the bid-ready documents for the PS&E submittal.
- Task 2.14 Address Review Comments**
Precision Engineering will revise the plans, special provisions and estimate as necessary to address the PS&E Review comments.
- Task 2.15 Prepare Resident's File**
Precision Engineering will prepare a summary of the status of project information and attach appropriate project documents for inclusion in the Resident's File. The list of data included will be based on Section 920.04 of the ITD Design Manual. The deliverable for this task consists of:
- Resident Engineer's File
- Task 2.16 Right-of-Way Plans (Not Required)**

TASK 3 BID ADMINISTRATION (NOT INCLUDED)

TASK 4 CONSTRUCTION ENGINEERING AND INSPECTIONS (NOT INCLUDED)

PROJECT SCHEDULE

Task	Duration	Start	Finish
Northside BLVD & Kings Road Signals, Nampa	128 days	Mon 12/21/15	Wed 6/15/16
Notice to Proceed	0 days	Mon 12/21/15	Mon 12/21/15
1. Site Visits	8 days	Mon 12/21/15	Wed 12/30/15
2. Develop Base Map	15 days	Thu 12/31/15	Wed 1/20/16
3. Prepare Preliminary Display	20 days	Thu 1/21/16	Wed 2/17/16
4. Submit Preliminary Display	1 day	Thu 2/18/16	Thu 2/18/16
5. LHTAC/City of Nampa Review	10 days	Fri 2/19/16	Thu 3/3/16
6. Prepare Final Plan Sheets (20 Sheets)	40 days	Thu 2/18/16	Wed 4/13/16
7. Prepare Construction Cost Estimate	2 days	Thu 4/14/16	Fri 4/15/16
8. Prepare Special Provisions	3 days	Thu 4/14/16	Mon 4/18/16
9. Prepare Final Design Review Submittal	3 days	Tue 4/19/16	Thu 4/21/16
10. Submit Final Design Review	1 day	Fri 4/22/16	Fri 4/22/16
11. LHTAC/City of Nampa Review	15 days	Mon 4/25/16	Fri 5/13/16
12. Final Design Review Meeting	1 day	Mon 5/16/16	Mon 5/16/16
13. Prepare PS&E Submittal	15 days	Tue 5/17/16	Mon 6/6/16
14. Submit PS&E Package	1 day	Tue 6/7/16	Tue 6/7/16
15. Address PS&E Review Comments	5 days	Wed 6/8/16	Tue 6/14/16
16. Prepare Resident's File	1 day	Wed 6/15/16	Wed 6/15/16

MAN-HOUR ESTIMATE Northside BLVD and Kings Road Signals, Nampa PROJECT NO. A018(702) KEY NO. 18702 CITY OF NAMPA PROJECT NO. (02-1531) December 9, 2015					
TASK 1	PROJECT MANAGEMENT	STAFF	PM HOURS	DESIGN HOURS	TOTAL HOURS
		Joel Grounds		Andy Elliott	
	1.1 Project Coordination		16	3	19
	1.2 Prepare Monthly Invoices		8		8
	1.3 Agency Coordination		2	2	4
TASK 1 TOTAL			26	5	31
TASK 1 MAN-DAYS			3.3	0.6	3.9
TASK 2	PROJECT CHARTER				
	2.1 Pre-Project Conference (Kick off Meeting)		1	2	3
	2.2 Prepare Project Charter		2	2	4
	2.3 Field Surveys (Not Required)				
	2.4 Environmental Document Assistance		3	4	7
FINAL DESIGN					
	2.5 Site Visits		30	40	70
	2.6 Prepare Base Mapping			24	24
	2.7 Prepare Preliminary Display			40	40
	2.8 Prepare Final Signal Design & Plan Preparation (20 Sheets)				
	Title Sheet (1)			3	3
	Standard Drawing Index Sheets (2)			1	1
	Project Clearance Summary Sheet (1)			3	3
	Roadway Summary Sheet (1)			3	3
	Traffic Signal Materials List (3)			24	24
	Key Map and Legend Sheet (1)			6	6
	Traffic Signal Plan Sheets (3)			32	32
	Traffic Signal Detail Sheets (6)			45	45
	Traffic Control Plan Sheets (2)			12	12
	2.9 Prepare Construction Cost Estimate			12	12
	2.10 Prepare Special Provisions			24	24
	2.11 Prepare Final Design Review Submittal		2	4	6
	2.12 Final Design Review Meeting		1	1	2
	2.13 Prepare PS&E Submittal		4	10	14
	2.14 Address PS&E Review Comments		5	12	17
	2.15 Prepare Resident's File		2	6	8
	2.16 Right-of-Way Plans (Not Required)				0
TASK 2 HOURS			50.0	310.0	360.0
TASK 2 MAN-DAYS			6.3	38.8	45.0
TOTAL HOURS			76.0	315.0	391.0
TOTAL MAN-DAYS			9.5	39.4	48.9
LABOR	LOADED HR RATE	TOTAL PM HOURS	TOTAL DESIGN HOURS	TOTAL COST	
Joel Grounds, P.E., PTOE	\$105.00	76.0		\$7,980.00	
Andy Elliott, P.E.	\$71.00		315.0	\$22,365.00	
				\$30,345.00	
DIRECT EXPENSES					
Information Boards (As needed)				\$200.00	
				\$200.00	
SUBCONSULTANT					
				\$0.00	
				\$0.00	
PROJECT TOTAL					\$30,545.00

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ANNEXING A PORTION OF THE NAMPA MERIDIAN 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 19th day of January, 2016

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 19th day of January, 2016

Approved:

By _____
ROBERT L. HENRY, Mayor

Attest:

By _____
DEBORAH L. BISHOP, City Clerk

STATE OF IDAHO)
) ss.
COUNTY OF CANYON)

On this 19th day of January, 2016, before me the undersigned, a Notary Public in and for said State personally appeared ROBERT L. HENRY and DEBORAH L. 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"

NAMPA & MERIDIAN IRRIGATION DISTRICT

- 2926 East Greenhurst Road, Nampa, Idaho, more particularly described in that certain Corporation Deed dated January 2, 2007, and recorded on January 4, 2007, as Instrument No. 2007000944 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 3.69 acres, more or less)
- 3030 East Greenhurst Road (Chevron), Nampa, Idaho, more particularly described in that certain Quit Claim Deed dated April 9, 1999, and recorded on April 9, 1999, as Instrument No. 9913866 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.14 acres, more or less)
- 4085 East Greenhurst Road (East Valley Middle School), more particularly described in the plat thereof as shown by Book 35, Page 50 of Plats, records of Canyon County, Idaho (comprising approximately 30.66 acres, more or less)
- Greenhurst Square Subdivision, more particularly described in the plat thereof, as shown by Book 22, Page 32 of Plats, records of Canyon County, Idaho (comprising approximately 8.42 acres, more or less)

**ORDINANCES OF THE CITY OF NAMPA
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ANNEXING A PORTION OF THE NAMPA MERIDIAN 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:

- 2926 East Greenhurst Road, Nampa, Idaho, more particularly described in that certain Corporation Deed dated January 2, 2007, and recorded on January 4, 2007, as Instrument No. 2007000944 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 3.69 acres, more or less)

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- Greenhurst Square Subdivision, more particularly described in the plat thereof, as shown by Book 22, Page 32 of Plats, records of Canyon County, Idaho (comprising approximately 8.42 acres, more or less)

Ordinance No. _____ shall be effective on its date of publication, which shall be on the 25th day of January, 2016. Ordinance No. __ was passed by the Council and approved by the Mayor on the 19th day of January, 2016. 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 19th day of January, 2016, for publication on the 25th day of January, 2016, pursuant to Idaho Code § 50-901A.

Mayor Robert L. Henry

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 19th day of January, 2016.
Mark Hilty, Attorney for City of Nampa

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ANNEXING A PORTION OF THE PIONEER 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 19th day of January, 2016

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 19th day of January, 2016

Approved:

By _____
ROBERT L. HENRY, Mayor

Attest:

By _____
DEBORAH L. BISHOP, City Clerk

STATE OF IDAHO)
) ss.
COUNTY OF CANYON)

On this 19th day of January, 2016, before me the undersigned, a Notary Public in and for said State personally appeared ROBERT L. HENRY and DEBORAH L. 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"

PIONEER IRRIGATION DISTRICT

- Etheridge Townhome Apartments, more particularly described in the plat thereof, as shown by Book 44, Page 40 of Plats, records of Canyon County, Idaho (comprising approximately 3.35 acres, more or less)
- Coyote Springs Subdivision, more particularly described in the plat thereof, as shown by Book 44, Page 30 of Plats, records of Canyon County, Idaho (comprising approximately 9.05 acres, more or less)

**ORDINANCES OF THE CITY OF NAMPA
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ANNEXING A PORTION OF THE PIONEER 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.

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- Coyote Springs Subdivision, more particularly described in the plat thereof, as shown by Book 44, Page 30 of Plats, records of Canyon County, Idaho (comprising approximately 9.05 acres, more or less)

Ordinance No. _____ shall be effective on its date of publication, which shall be on the 25th day of January, 2016. Ordinance No. __ was passed by the Council and approved by the Mayor on the 19th day of January, 2016. 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 19th day of January, 2016, for publication on the 25th day of January, 2016, pursuant to Idaho Code § 50-901A.

Mayor Robert L. Henry

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 19th day of January, 2016.
Mark Hilty, Attorney for City of Nampa

FEDERAL-AID APPLICATION

Authorization to Submit

- The 16th Ave North Union Pacific Railroad (UPRR) Overpass is a vital link through the City of Nampa. It is used extensively to bypass the downtown area and to allow better access to Northwest Nazarene University (NNU) and surrounding homes and businesses.
- During the annual bridge load rating program (FY15) administered by the Idaho Transportation Departments (ITD), the bridge failed to pass current design loading simulations. The bridge was designed in 1965, and loading scenarios used at that time are not adequate to meet today's standards. Therefore the overpass meets the definition of functionally obsolete.
- The detour route is approximately one mile to 11th Ave North, which may be a short distance but the economic impact to the trucking industry is large. The 16th Ave N Overpass has an average daily traffic (ADT) of 16,000 vehicles, of which 5% are trucks. At an estimated cost of \$1.25 per truck mile, the detour adds approximately \$365,000 in annual operating costs to the trucking industry.
- The Engineering Division would like to apply for the Local Federal-aid Incentive Program: Bridge 2016 Application for 16th Ave N UPRR Overpass, administered by the Local Highway Technical Assistance Council (LHTAC).
- The estimated cost to repair the bridge is \$507,000. If the application is approved by LHTAC, the City will be required to provide a 7.34% match of approximately \$38,000. Funding for the City match will be included in the FY17 Streets budget proposal.

REQUEST: Authorize Engineering to submit a Local Federal-aid Incentive Program: Bridge 2016 Application and associated 7.34% City match on behalf of the City of Nampa to fund the 16th Ave North Union Pacific Railroad (UPRR) Overpass project.

LOCAL HIGHWAY SAFETY IMPROVEMENT PROGRAM (LHSIP) GRANT APPLICATION

Request For Authorization To Submit

Smith Avenue and Middleton Road Intersection Improvements

- Engineering is requesting to apply for Local Highway Safety Improvement Program (LHSIP) Federal funding aimed at improving safety at high accident locations.
- Public Works staff evaluated city wide crash data to identify projects that would improve vehicle and pedestrian safety and meet the requirements of the annual LHSIP program.
- Since 2011, Engineering has received approximately \$2 million in LHSIP funding for the following projects:
 - **Flamingo Avenue & Middleton Road Signalized Intersection**
\$560,000, constructed FY15
 - **16th Avenue Signals Upgrades** (2nd St. S., 3rd St. S. & 3rd St. N.)
\$250,000, under construction
 - **Greenhurst Signals Upgrade** (Sunnyridge Rd., Powerline Rd. & Southside Blvd.)—\$343,000, FY16 construction
 - **Northside Signal Upgrades** (Karcher Rd, 4th St. N.)
\$250,000, FY17 construction
 - **12th Ave. Pedestrian Hybrid Beacon Crossings** (10th St. S. to 12th St. S. & Sherman to Dewey)—\$582,000, FY17 construction
- This year's application proposes a traffic signal at the intersection of Smith Avenue and Middleton Boulevard to address increasing angle and head-on injury accidents experienced over the last five years (See Exhibit A).
- Recent injury accidents compelled the City to hire Paragon Consulting (December, 2015) to conduct an intersection analysis study. The report concluded that a traffic signal was warranted due to current vehicle volumes.
- Nampa Citywide Transportation Plan indicates intersection capacity improvements are recommended in the long term. Engineering now sees this as a short term priority considering the increasing injury accidents, current traffic volumes and the opportunity to secure Federal funding.
- The estimated cost for the signal is \$600,000. If the application is approved, the City will be required to provide a 7.34% match of approximately \$44,000.
- If grant is awarded funding for the City match will be included in the FY17 Streets budget proposal.

- Engineering recommends submittal of the grant application.

REQUEST: Authorize staff to submit a Local Highway Safety Improvement Grant application and associated 7.34% City match on behalf of the City of Nampa to fund the Smith Avenue and Middleton Boulevard Intersection Project.

EXHIBIT A

Middleton Rd & Smith Ave Intersection Project



Proposed signal
at intersection

Legend

- Road
- - - Trail
- Railroads
- Waterways



Date: 1/8/2016



December 1, 2015

Daniel Badger
City of Nampa
411 3rd Street South
Nampa, ID 83651

RE: Smith Ave. and N. Middleton Rd.
Intersection Warrant Analysis

Dear Mr. Badger:

As requested, we have completed the intersection analysis for Smith Avenue and North Middleton Road. With the traffic data provided by the City of Nampa and the accident data collected from the Idaho Transportation Department's WebCARS database, we completed the following analyses:

- ▼ Signal Warrant 1 – Eight-Hour Vehicular Volume
- ▼ Signal Warrant 2 – Four-Hour Vehicular Volume
- ▼ Signal Warrant 3 – Peak-Hour Vehicular Volume
- ▼ Signal Warrant 7 – Crash Experience
- ▼ Stop Sign Criteria – Multiway Stop Applications

Signal Warrants 1, 2 and 3 are met based on the existing traffic at the intersection.

Signal Warrant 7 is not met considering the reported accidents from the WebCARS database.

The Multiway Stop Applications criteria is met based on the MUTCD criteria "where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal." However, the vehicular volume criteria for a Multiway Stop Application are not met. Additionally, installation of a four-way stop control at the intersection will significantly increase the total vehicle delay at the intersection.

Considering the results of these analyses, the City should include this intersection for a capital improvement project in the future to install a traffic control signal or other intersection improvement that increases safety and addresses the traffic needs. Considering the significant increase in total intersection delay, we do not recommend installation of a four-way stop at this time.

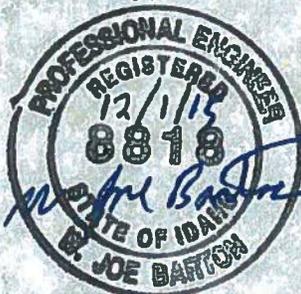
During a site visit on December 1, 2015 it was noted that the stop bar on the eastbound Smith Avenue approach (west leg of the intersection) is approximately 32 feet from the edge of the N. Middleton Rd. travel lane. This stop bar location results in limited sight distance to the north. Therefore, we recommend moving the stop bar towards Middleton Rd. to provide an adequate sight distance of 430 feet to the north, when looking to the center of the southbound lane of Middleton Rd.

Please be aware that we have completed these analyses based on the available traffic and accident data and we have not performed a detailed assessment of the intersection geometry or the site conditions. There may be additional contributing factors at the intersection that increase accident potential and affect intersection capacity.

Attached are the backup worksheets for each of the signal warrant analyses along with the Multiway Stop Applications criteria worksheet used in our analysis.

If you have questions or need additional information, please give us a call.

Sincerely,



W. Joe Barton, P.E.
Project Manager

Agency: **City of Nampa**
Location: **Smith Ave. & N. Middleton Rd.**
Analyzed by: **W. Joe Barton, P.E.**
Analysis Date: **November, 2015**

WARRANT SUMMARY

	<u>Satisfied</u>	
Signal Warrant 1	Yes	
Signal Warrant 2	Yes	
Signal Warrant 3	Yes	
Signal Warrant 4	Not Completed	
Signal Warrant 5	Not Completed	
Signal Warrant 6	Not Completed	
Signal Warrant 7	No	
Signal Warrant 8	Not Completed	
Four-Way Stop Criteria	Yes	(based on an interim measure where a traffic signal is warranted)

Agency: City of Nampa
 Location: Smith Ave. & N. Middleton Rd.
 Analyzed by: W. Joe Barton, P.E.
 Analysis Date: November, 2015



Option Data

Major Approach-85th Percentile Speed (mph)	43
Built up Area in Community w/ pop. under 10,000	No

Table 4C-1 Criteria

approach vph (combined on major approach-maximum on minor approach)	100% Value		80% Value		70% Value		56% Value	
	Major	Minor	Major	Minor	Major	Minor	Major	Minor
Condition A	500	150	400	120	350	105	280	84
Condition B	750	75	600	60	525	53	420	42

Standard Analysis-Using Speed & Population Options

Time Interval	Approach Volumes (vph-ave.)				70% Value		80% Value		56% Value			
	Major Approach		Minor Approach		8 hours of average day meeting either condition		8 hours of average day meeting both conditions		8 hours of average day meeting both conditions			
	NB	SB	EB	WB	Condition A	Condition B	Condition A	Condition B	Condition A	Condition B		
12:00 AM	39	50	3	11	89	11	0	0	0	0		
1:00 AM	18	29	2	3	47	3	0	0	0	0		
2:00 AM	15	19	1	4	34	4	0	0	0	0		
3:00 AM	8	9	1	4	17	4	0	0	0	0		
4:00 AM	10	12	1	2	22	2	0	0	0	0		
5:00 AM	26	16	2	14	42	14	0	0	0	0		
6:00 AM	95	50	6	16	145	16	0	0	0	0		
7:00 AM	181	97	16	51	278	51	0	0	0	0		
8:00 AM	351	244	32	110	595	110	1	0	1	1		
9:00 AM	327	256	33	78	583	78	1	0	0	1		
10:00 AM	276	201	23	57	477	57	0	0	0	1		
11:00 AM	264	230	18	51	494	51	0	0	0	1		
12:00 PM	284	270	24	52	554	52	0	0	0	1		
1:00 PM	278	285	20	62	563	62	0	0	0	1		
2:00 PM	297	330	30	52	627	52	0	0	0	1		
3:00 PM	327	355	27	62	682	62	0	1	0	1		
4:00 PM	382	436	32	94	818	94	0	0	1	1		
5:00 PM	393	461	43	99	854	99	0	1	1	1		
6:00 PM	421	473	37	107	894	107	1	0	1	1		
7:00 PM	369	391	35	71	760	71	0	0	0	1		
8:00 PM	214	278	19	59	492	59	0	0	0	1		
9:00 PM	167	240	12	45	407	45	0	0	0	0		
10:00 PM	124	185	16	41	309	41	0	0	0	0		
11:00 PM	66	81	5	18	147	18	0	0	0	0		
Approach Totals	4932	4998	438	1163	Total Hours meeting Condition		2	0	5	13		
							Is either condition met?		Are both Conditions Met?		Are both Conditions Met?	
							Yes		No		No	

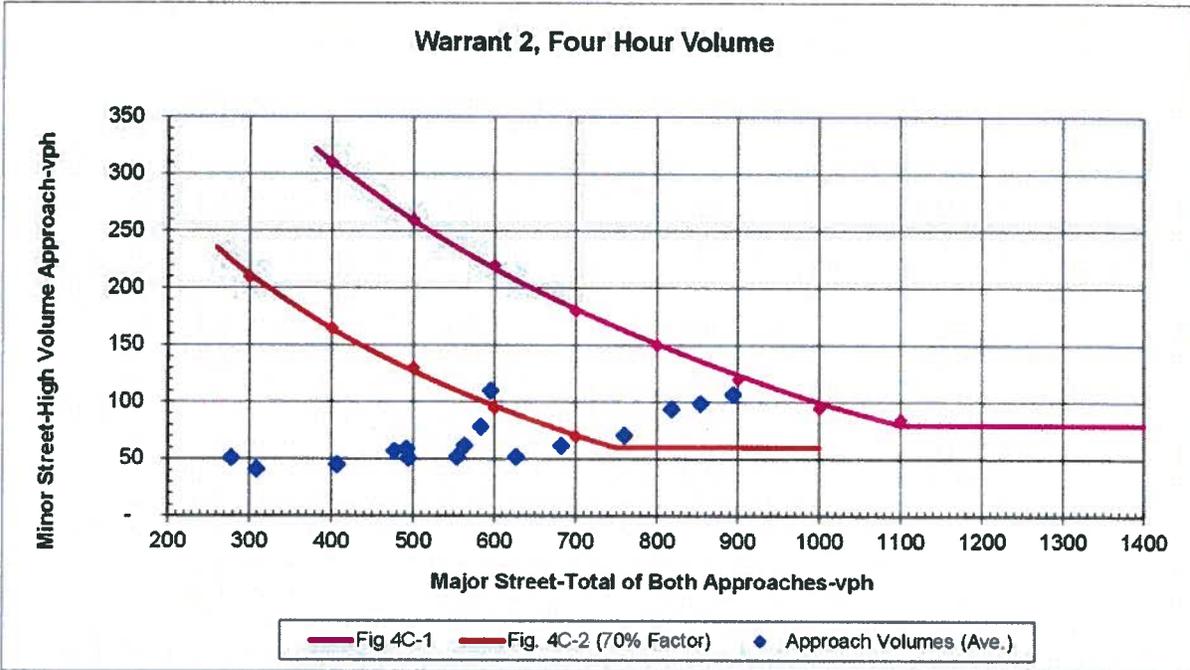
Agency: City of Nampa
 Location: Smith Ave. & N. Middleton Rd.
 Analyzed by: W. Joe Barton, P.E.
 Analysis Date: November, 2015



Option Data

Major Approach-85th Percentile Speed (mph)	43
Built up Area in Community w/ pop. under 10,000	No

Figure 4C-1 Criteria



Standard Analysis-Using Speed & Population Options

Time Interval	Approach Volumes (Ave.)				vph (total of both Major App.)	vph (on Higher of minor App.)	4 hours of average day meeting condition Fig. 4C-2 (70% Factor)
	Major Approach	NB	SB	Minor Approach			
12:00 AM	39	50	3	11	89	11	-
1:00 AM	18	29	2	3	47	3	-
2:00 AM	15	19	1	4	34	4	-
3:00 AM	8	9	1	4	17	4	-
4:00 AM	10	12	1	2	22	2	-
5:00 AM	26	16	2	14	42	14	-
6:00 AM	95	50	6	16	145	16	-
7:00 AM	181	97	16	51	278	51	-
8:00 AM	351	244	32	110	595	110	1
9:00 AM	327	258	33	78	583	78	-
10:00 AM	276	201	23	57	477	57	-
11:00 AM	264	230	18	51	494	51	-
12:00 PM	284	270	24	52	554	52	-
1:00 PM	278	285	20	62	563	62	-
2:00 PM	297	330	30	52	627	52	-
3:00 PM	327	355	27	62	682	62	-
4:00 PM	382	436	32	94	818	94	1
5:00 PM	393	461	43	99	854	99	1
6:00 PM	421	473	37	107	894	107	1
7:00 PM	369	391	35	71	760	71	1
8:00 PM	214	278	19	59	492	59	-
9:00 PM	167	240	12	45	407	45	-
10:00 PM	124	185	16	41	309	41	-
11:00 PM	66	81	5	18	147	18	-
Approach Totals	4932	4998	438	1163	Total Hours meeting Condition		5
					Is Warrant Satisfied		Yes



Agency: City of Nampa
 Location: Smith Ave. & N. Middleton Rd.
 Analyzed by: W. Joe Barton, P.E.
 Analysis Date: November, 2015

Criteria A

A.1 total Stopped Time Delay over 4 Hours* **No**
 *See LOS Analysis

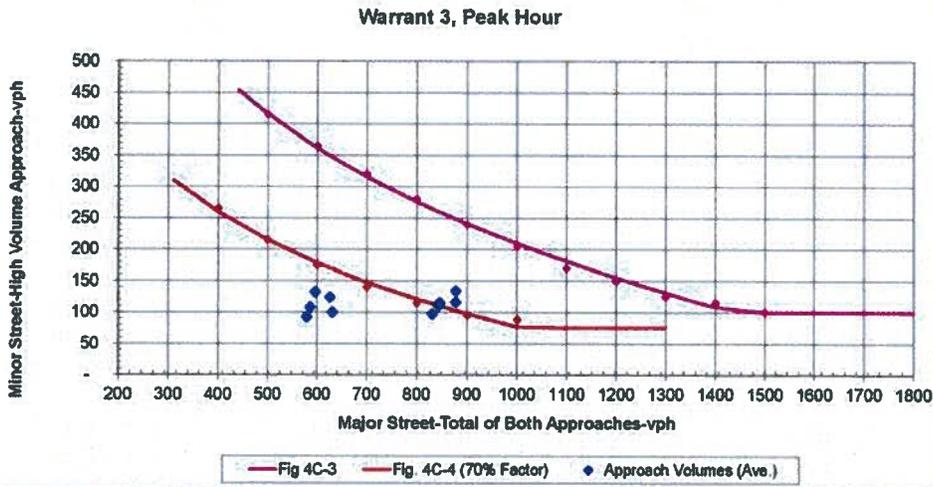
A.2 & A.3; Standard Analysis-Using Speed & Population Options

Time Interval	Approach Volumes (Ave.)				Sum of 4 Consecutive 15 min. Intervals				
	Major Approach		Minor Approach		Condition A-2			Condition A-3	
	NB	SB	EB	WB	vph (total 1 Leg Minor App.)	vph (total of other leg Minor App.)	# Meeting Minor App. Over 100 vph	Total App. Volume (vph)	# Meeting Total Approach over 800 vph
AM Peak									
7:00 AM	62	58	8	31					
7:15 AM	85	61	8	42					
7:30 AM	132	63	8	37					
7:45 AM	87	50	11	22	34	132	1	762	-
8:00 AM	89	59	8	23	31	124	1	781	-
8:15 AM	83	68	7	18	32	100	1	763	-
8:30 AM	71	72	4	28	28	92	-	699	-
8:45 AM	89	55	9	38	26	108	1	720	-
					20	85	-	543	-
PM Peak									
4:00 PM	95	112	16	17					
4:15 PM	90	112	13	24					
4:30 PM	100	115	11	29					
4:45 PM	95	112	9	27	49	97	-	977	1
5:00 PM	108	116	4	35	37	115	1	988	1
5:15 PM	87	112	11	19	35	110	1	958	1
5:30 PM	121	129	6	35	30	118	1	1,024	1
5:45 PM	79	128	13	45	34	134	1	1,048	1
					30	99	-	785	-
Total hours (4 consecutive 15min.) meeting Condition								8	5
Is Warrant Satisfied									No

Criteria B-Option Data

Major Approach 85th Percentile Speed (mph)	43
Built up Area in Community w/ pop. under 10,000	No

Criteria B-Figure 4C-3



Standard Analysis-Using Speed & Population Options

Time Interval	Approach Volumes (Ave.)				vph (total of both Major App.)	vph (on Higher of minor App.)	Sum of 4 Consecutive 15 min. Intervals		1 hour (any consecutive 15 min.) of average day meeting condition Fig. 4C-4 (70% Factor)
	Major Approach		Minor Approach				Major App.	Minor App.	
	NB	SB	EB	WB					
AM Peak									
7:00 AM	62	58	8	31	118	31			
7:15 AM	85	61	8	42	148	42			
7:30 AM	132	63	8	37	195	37			
7:45 AM	87	50	11	22	137	22	598	132	-
8:00 AM	89	59	8	23	148	23	828	124	-
8:15 AM	83	68	7	18	151	18	631	100	-
8:30 AM	71	72	4	28	143	29	579	92	-
8:45 AM	89	55	9	38	144	38	568	108	-
PM Peak									
4:00 PM	95	112	16	17	207	17			
4:15 PM	90	112	13	24	202	24			
4:30 PM	100	115	11	29	215	29			
4:45 PM	95	112	9	27	207	27	831	97	-
5:00 PM	108	116	4	35	222	35	848	115	1
5:15 PM	87	112	11	19	199	19	843	110	-
5:30 PM	121	129	6	35	250	35	878	118	1
5:45 PM	79	128	13	45	207	45	878	134	1
Total Hours meeting Condition									3
Is Warrant Satisfied									Yes

Agency: City of Nampa
 Location: Smith Ave. & N. Middleton Rd.
 Analyzed by: W. Joe Barton, P.E.
 Analysis Date: November, 2015



A. Trial of Alternatives has Failed to Reduce Crash Frequency: No

B. Five or more reported crashes, correctable by traffic signal, within last 12 Mo.: No

Crash History

Year	# of Reported Crashes
2011	3
2012	3
2013	2
2014	2
2015	2

C. Table 4C-1 Criteria (see Warrant 1)	Cond. A	Cond. B
Total Hours Meeting Condition	4	13
Is either condition met?		
Yes		

Is Warrant 7 Met? No

Agency: City of Nampa
 Location: Smith Ave. & N. Middleton Rd.
 Analyzed by: W. Joe Barton, P.E.
 Analysis Date: November, 2015



85th speed exceed 40 mph: Yes
 Average Delay to Minor Street Vehicles* 31 seconds
 *See LOS Analysis

MUTCD 2B.07 Multiway Stop Applications:

- A. Temporary control where signals are justified (Y/N): Y
- B. A crash problem of 5 or more within the last 12 months (Y/N): N
- C. Minimum volumes (see 4-Way Stop Control Warrant Table Below): N
 - 1. Major approach total averages 300 vph for any 8 hours, and (Y/N):
 - 2. Minor approach total averages 200 units per hour for the same 8 hours (Y/N):
 - 3. If the 85th-percentile approach speed exceeds 40 mph, the minimum warrants above are 70% (Y/N):
- D. Where criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values (Y/N): N
One or more of conditions A-D apply and Multiway Stop may be Appropriate: Y

MUTCD 2B.07 Multiway Stop Applications (Other Criteria):

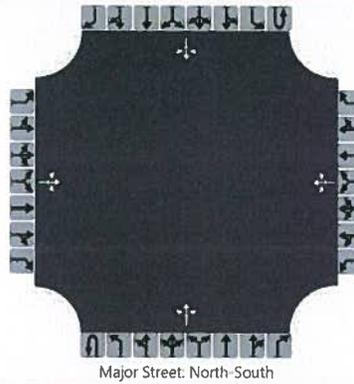
- A. Need to control left-turn conflicts (Y/N): N
- B. Control vehicle/pedestrian conflicts (Y/N): N
- C. Where road users, after stopping, cannot see conflicting traffic (Y/N): N
- D. Two residential neighborhood collector streets where stop control improves traffic operations (Y/N): N

4 - Way Stop Control Traffic Criteria							
Time Interval	Approach Volumes (vph-ave.)						Condition C
	Major Approach		Minor Approach		vph (total of both Major)	vph (total of both Minor)	
	NB	SB	EB	WB			
12:00 AM	39	50	3	11	89	14	0
1:00 AM	18	29	2	3	47	5	0
2:00 AM	15	19	1	4	34	5	0
3:00 AM	8	9	1	4	17	5	0
4:00 AM	10	12	1	2	22	3	0
5:00 AM	26	16	2	14	42	16	0
6:00 AM	95	50	6	16	145	22	0
7:00 AM	181	97	16	51	278	67	0
8:00 AM	351	244	32	110	595	142	1
9:00 AM	327	256	33	78	583	111	0
10:00 AM	276	201	23	57	477	80	0
11:00 AM	264	230	18	51	494	69	0
12:00 PM	284	270	24	52	554	76	0
1:00 PM	278	285	20	62	563	82	0
2:00 PM	297	330	30	52	627	82	0
3:00 PM	327	355	27	62	682	89	0
4:00 PM	382	436	32	94	818	126	0
5:00 PM	393	461	43	99	854	142	1
6:00 PM	421	473	37	107	894	144	1
7:00 PM	369	391	35	71	760	106	0
8:00 PM	214	278	19	59	492	78	0
9:00 PM	167	240	12	45	407	57	0
10:00 PM	124	185	16	41	309	57	0
11:00 PM	66	81	5	18	147	23	0
Approach Totals	4932	4998	438	1163			3
Is Warrant Satisfied							No

Exhibit B Page 9 of 11 HCS 2010 Two-Way Stop Control Summary Report

General Information		Site Information	
Analyst	W. Joe Barton	Intersection	Middleton & Smith
Agency/Co.	Paragon Consulting, Inc.	Jurisdiction	City of Nampa
Date Performed	11/24/2015	East/West Street	Smith Ave.
Analysis Year	2015	North/South Street	N. Middleton Rd.
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.81
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	Middleton & Smith		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement																
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		12	13	6		27	31	66		6	352	35		24	206	3
Percent Heavy Vehicles		3	3	3		3	3	3		3				3		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Undivided															
Median Storage																

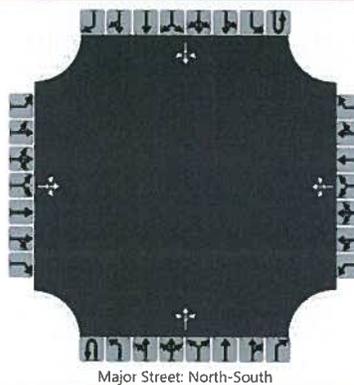
Delay, Queue Length, and Level of Service

Flow Rate (veh/h)			38				152				7				30	
Capacity			287				405				1299				1078	
v/c Ratio			0.13				0.38				0.01				0.03	
95% Queue Length			0.5				1.7				0.0				0.1	
Control Delay (s/veh)			19.4				19.1				7.8				8.4	
Level of Service (LOS)			C				C				A				A	
Approach Delay (s/veh)	19.4				19.1				0.2				1.1			
Approach LOS	C				C				A				A			

Exhibit B Page 10 of 11 HCS 2010 Two-Way Stop Control Summary Report

General Information		Site Information	
Analyst	W. Joe Barton	Intersection	Middleton & Smith
Agency/Co.	Paragon Consulting, Inc.	Jurisdiction	City of Nampa
Date Performed	11/24/2015	East/West Street	Smith Ave.
Analysis Year	2015	North/South Street	N. Middleton Rd.
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.90
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	Middleton & Smith		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound				
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R	
Movement																	
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6	
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0	
Configuration			LTR				LTR				LTR				LTR		
Volume (veh/h)		8	21	5		36	27	71		7	345	41		97	369	19	
Percent Heavy Vehicles		3	3	3		3	3	3		3				3			
Proportion Time Blocked																	
Right Turn Channelized	No				No				No				No				
Median Type	Undivided																
Median Storage																	

Delay, Queue Length, and Level of Service

Flow Rate (veh/h)			38				149			8					108		
Capacity			188				280			1122					1124		
v/c Ratio			0.20				0.53			0.01					0.10		
95% Queue Length			0.7				2.9			0.0					0.3		
Control Delay (s/veh)			29.0				31.6			8.2					8.5		
Level of Service (LOS)			D				D			A					A		
Approach Delay (s/veh)	29.0				31.6				0.2				2.6				
Approach LOS	D				D				A				A				

ALL-WAY STOP CONTROL ANALYSIS

General Information		Site Information	
Analyst	W. Joe Barton	Intersection	Middleton & Smith
Agency/Co.	Paragon Consulting, Inc.	Jurisdiction	City of Nampa
Date Performed	11/25/2015	Analysis Year	2015
Analysis Time Period	PM Peak Hour		

Project ID *Middleton & Smith*

East/West Street: *Smith Ave.* North/South Street: *N. Middleton Rd.*

Volume Adjustments and Site Characteristics						
Approach	Eastbound			Westbound		
	L	T	R	L	T	R
Movement						
Volume (veh/h)	8	21	5	36	27	71
%Thrus Left Lane						
Approach	Northbound			Southbound		
	L	T	R	L	T	R
Movement						
Volume (veh/h)	7	345	41	97	369	19
%Thrus Left Lane						

	Eastbound		Westbound		Northbound		Southbound	
	L1	L2	L1	L2	L1	L2	L1	L2
Configuration	LTR		LTR		LTR		LTR	
PHF	0.90		0.90		0.90		0.90	
Flow Rate (veh/h)	36		148		435		538	
% Heavy Vehicles	3		3		3		3	
No. Lanes	1		1		1		1	
Geometry Group	1		1		1		1	
Duration, T	0.25							

Saturation Headway Adjustment Worksheet								
Prop. Left-Turns	0.2		0.3		0.0		0.2	
Prop. Right-Turns	0.1		0.5		0.1		0.0	
Prop. Heavy Vehicle	0.0		0.0		0.0		0.0	
hLT-adj	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
hRT-adj	-0.6	-0.6	-0.6	-0.6	-0.6	-0.6	-0.6	-0.6
hHV-adj	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7
hadj, computed	0.0		-0.2		-0.0		0.1	

Departure Headway and Service Time								
hd, initial value (s)	3.20		3.20		3.20		3.20	
x, initial	0.03		0.13		0.39		0.48	
hd, final value (s)	6.83		6.24		5.28		5.22	
x, final value	0.068		0.256		0.638		0.779	
Move-up time, m (s)	2.0		2.0		2.0		2.0	
Service Time, t _s (s)	4.8		4.2		3.3		3.2	

Capacity and Level of Service								
	Eastbound		Westbound		Northbound		Southbound	
	L1	L2	L1	L2	L1	L2	L1	L2
Capacity (veh/h)	514		569		680		690	
Delay (s/veh)	10.3		11.4		17.1		24.1	
LOS	B		B		C		C	
Approach: Delay (s/veh)	10.3		11.4		17.1		24.1	
LOS	B		B		C		C	
Intersection Delay (s/veh)	19.4							
Intersection LOS	C							

TRANSPORTATION ALTERNATIVES PROGRAM (TAP) GRANT APPLICATION

Request For Authorization To Submit Indian Creek Pathway Extension

- In an effort to advance transportation mobility, safety and economic opportunity, Public Works staff is requesting to apply for Transportation Alternatives Program (TAP) Federal funding administered through the Idaho Transportation Department Community Choices for Idaho program.
- A joint effort between Public Works, Economic Development, Planning and Parks evaluated city wide transportation needs and identified projects that would improve mobility and safety while meeting the requirements of the annual TAP Program.
- Since 2012, Public Works has received approximately \$750,000 in TAP funding for the following projects:
 - **Midland & Wilson Path Pedestrian Hybrid Beacon Signal (HAWK)**
200,000, constructed FY16-17
 - **Lake Lowell & Wilson Pathway Pedestrian Hybrid Beacon Signal (HAWK)**
\$228,000, constructed FY16-17
 - **Greenhurst Rd & Stoddard Pathway Pedestrian Crossing Signal and Parking Lot Improvements—\$303,000, FY16 construction**
- This year's application will close a critical gap in the northeastern section of the Indian Creek trail system by installing approximately 630 feet of 8-foot-wide multi-use asphalt pathway (See Exhibits A & B).
- In addition, a safe pedestrian crossing will be installed where Indian Creek Pathway crosses South Kings Road. Improvements will include Rapid Flashing Beacons (RFB's), street lighting, sidewalk and storm system upgrades and pedestrian ramps. (See Exhibits A & C).
- Funding for this project has been desired for some time, going back to 2009 when the Army Corps of Engineers completed the Indian Creek Trail Master Plan. The project is also consistent with the Nampa Citywide Transportation Plan, the Bicycle and Pedestrian Master Plan and the Nampa Comprehensive Plan.
- The estimated cost for the project is \$490,000. If the application is approved, the City will be required to provide a 7.34% match of approximately \$36,000.
- If grant is awarded funding for the City match will be included in the FY17 Streets budget proposal.
- Engineering recommends submittal of the grant application.

REQUEST: Authorize staff to submit a Transportation Alternatives Program (TAP) application and associated 7.34% City match on behalf of the City of Nampa to fund the Indian Creek Pathway Extension.

Vicinity Map

EXHIBIT A

Routes

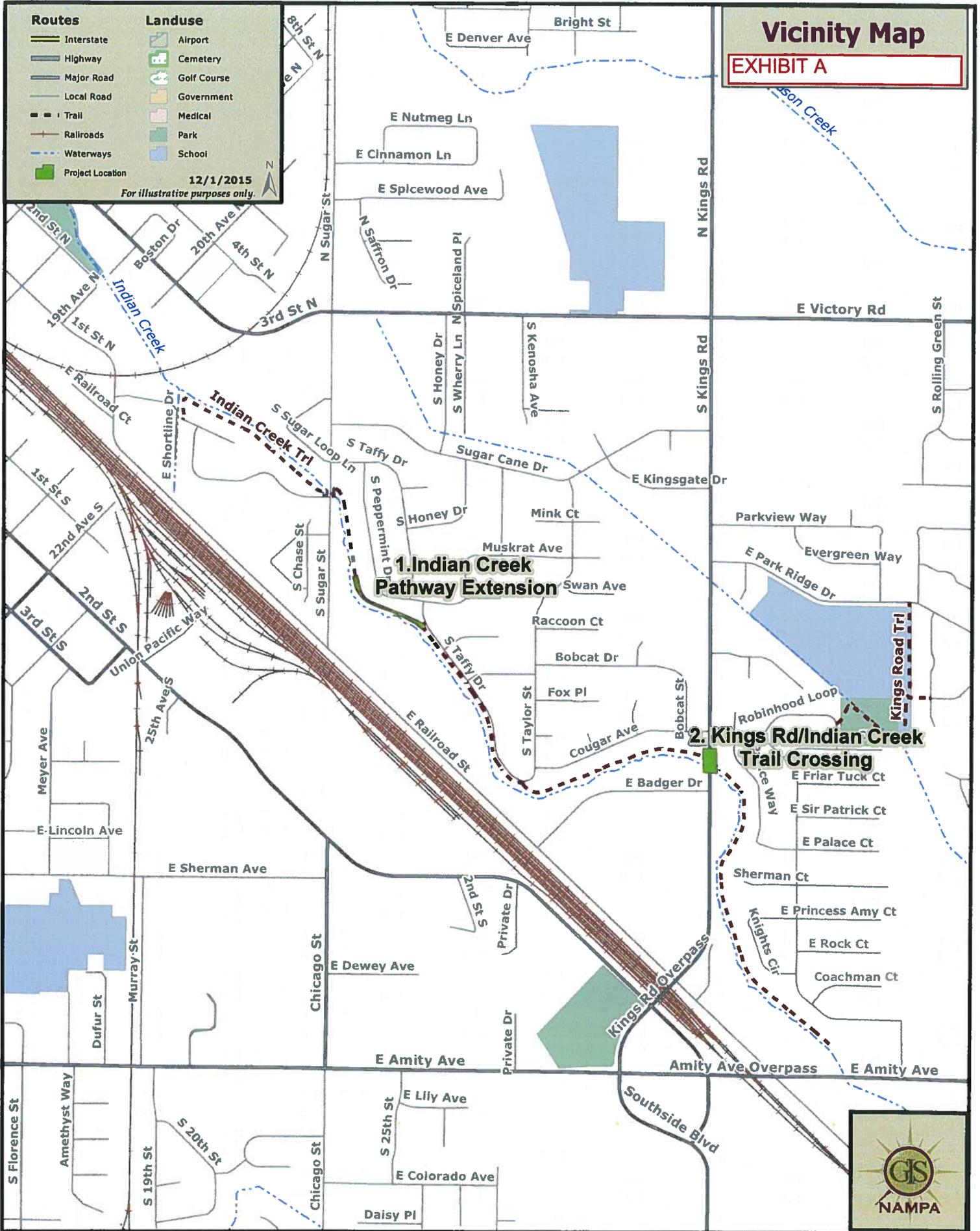
- Interstate
- Highway
- Major Road
- Local Road
- Trail
- Railroads
- Waterways
- Project Location

Landuse

- Airport
- Cemetery
- Golf Course
- Government
- Medical
- Park
- School

12/1/2015

For illustrative purposes only.



1. Indian Creek Pathway Extension

2. Kings Rd/Indian Creek Trail Crossing



Indian Creek Pathway Extension

Routes

- Interstate
- Highway
- Major Road
- Local Road
- Trail
- Railroads
- Waterways
- Trail Extension

12/1/2015

For illustrative purposes only.



Kings Rd/Indian Creek Trail Crossing

EXHIBIT C

Routes

- Interstate
- Highway
- Major Road
- Local Road
- Trail
- Railroads
- Waterways
- Street Light
- Rapid Flashing Beacon (RFB)
- Sidewalk/Ramps
- Crossings

12/1/2015
For illustrative purposes only.



BID AWARD
Culvert Repairs – Wilson Drain at Midway
and Mason Creek at 12th Ave. N.

- The Wilson Drain culvert (Exhibit A1) was identified for replacement during routine asset inspection in December 2014. The culvert is a 78-inch corrugated metal pipe (CMP) and received the lowest sufficiency rating of the 21 culverts/bridges inspected. Some of issues noted include: heavy rusting and pitting at the waterline, scattered perforations and erosion from constriction of the waterway.
- The Mason Creek Bridge (Exhibit A2) was identified as needing maintenance during routine asset inspection in December 2014. The bridge is a cast-in-place rigid box and has some undermining from the creek flows. Additional channel protection is needed to protect the bridge from further undermining.
- The City solicited formal bids for the project in accordance with I.C. § 67-2805(3) and three (3) contractors responded with the following bids:
 - 1) Knife River Corp. \$199,560.00
 - 2) Anderson & Wood Construction Co., Inc. \$467,833.96
 - 3) Irminger Construction, Inc. \$523,827.00
- The Culvert Repairs projects have an approved FY16 Streets Division budget of \$200,000. To meet the City's 50 year design criteria the Wilson Drain project went over budget. A budget amendment will be submitted early in 2016 to fully fund the project.

Design & Bid Services	\$ 32,709
Construction Low Bid	\$ 199,560
<i>Construction Observation</i>	\$ 20,976
Total	\$ 232,269

- Parametrix has provided a recommendation to award and the Engineering Division recommends awarding the bid to Knife River Corp.

REQUEST: Authorize the Mayor to sign contract with Knife River Corp. to construct the Culvert Repairs: Wilson Drain at Midway and Mason Creek at 12th Ave. N. project.

Exhibit A1



Wilson Drain

Midway Rd

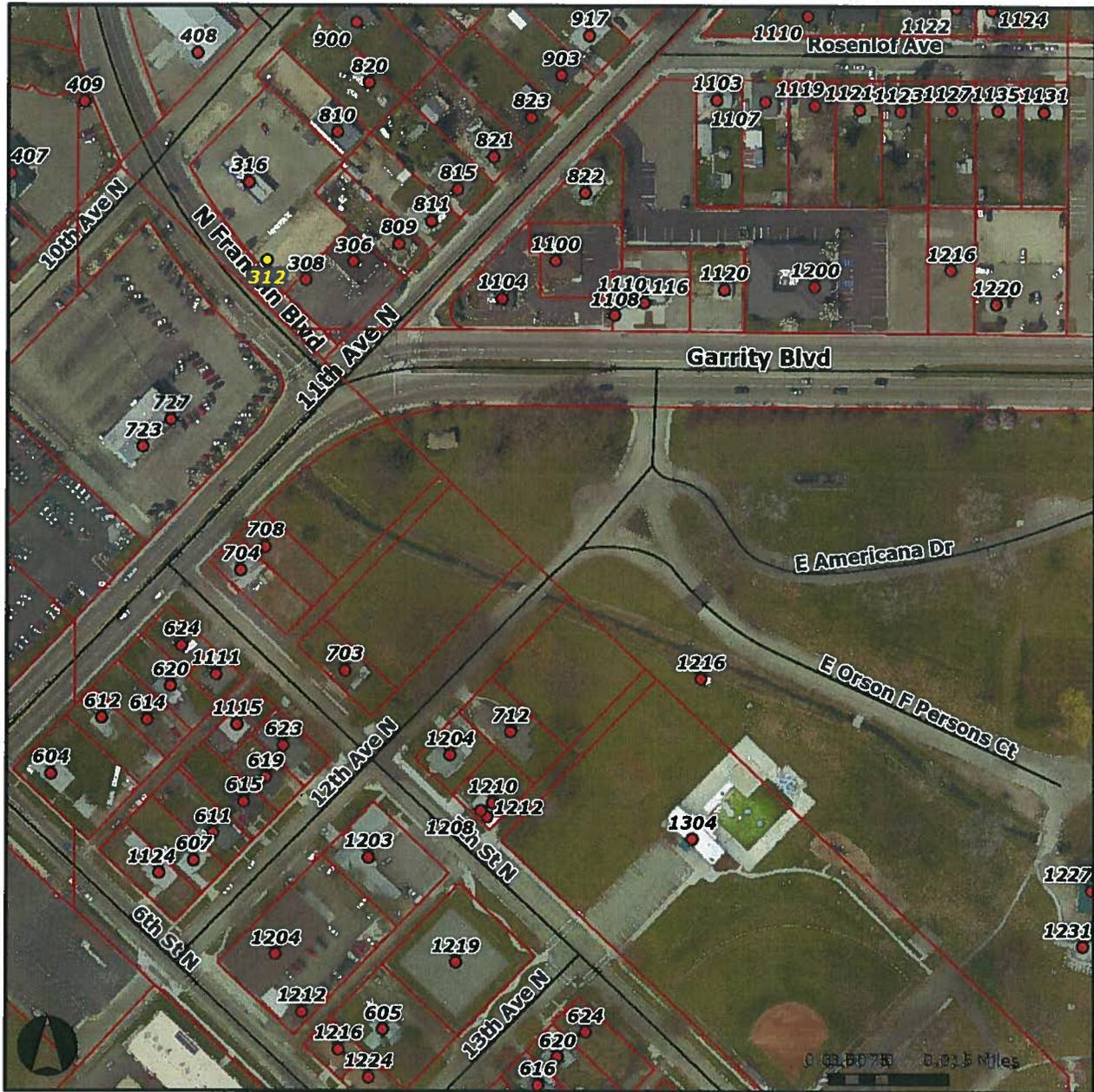
Orchard Ave

0 100 200 300 Feet



Exhibit A2

Map



Address Points

- Active
- Hold
- Proposed
- Retired
- Other

County Parcels



APPROVE NEW LEASE AT NAMPA MUNICIPAL AIRPORT FOR LOT 2262

- On October 1, 2005, Larry Harpe, signed a 30 year land lease for Lot 2262
- On December 28, 2015, Airport Staff received a letter from Larry Harpe (Lessee) offering Nampa Municipal Airport first right of refusal
- The Lessee also made known they had received an offer to purchase the land lease, with improvements, from Brian Hill
- On December 29, 2015, Brian Hill submitted a lease application and paid associated processing fees
- On December 30, 2015, Lessee signed and returned the notarized termination agreement
 - The termination agreement is contingent upon the sale of the land lease with improvements
- On January 5, 2016, Brian Hill signed and returned the notarized Land Lease Agreement and Memorandum of Lease
- On January 11, 2016, 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 Larry Harpe (see Attachment A) dated October 1, 2005, and sign new Nampa Municipal Airport Land Lease Agreement (see Attachment B) and Memorandum of Lease for Recording agreement (see Attachment C) with Brian Hill effective January 19, 2016, for Lot 2262

REQUEST: The Nampa Airport Commission requests the following:

- 1) Authorize Mayor to sign Agreement to Waive First Right of Refusal and Terminate Lease with Larry Harpe dated October 1, 2005, and
- 2) Authorize Mayor to sign Nampa Municipal Airport Land Lease Agreement with Brian Hill, effective January 19, 2016, and
- 3) Authorize Mayor to sign Memorandum of Lease for Recording agreement with Brian Hill, effective January 19, 2016, for Lot 2262.

**AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL
AND TERMINATE LEASE – LOT # 2262**

THIS AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL AND TERMINATE LEASE (the “Agreement”) is made and entered into this 18th day of **January, 2016** between the City of Nampa, a Municipal Corporation of the State of Idaho (“Lessor”) and **Larry Harpe** (“Lessee”).

WHEREAS, on or about **October 1, 2005** Lessor and Lessee entered into a Standard Land Lease (“Lease) for a **50’w x 30’d** hangar improvement on Lot #**2262** (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 **December 28, 2015** Lessor received from Lessee a Notice offering to sell the improvement to it for the sum of **\$75,000.00**

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 **December 28, 2015**.

2. Lessor and Lessee agree to terminate the Lease effective **January 19, 2016**; this termination is specifically contingent upon the sale of the improvement by Lessee to a third party.

“LESSOR”

CITY OF NAMPA

By: _____
Mayor

Attest: _____
City Clerk

By: _____
Airport Superintendent

“LESSEE”

By: _____
Larry Harpe

Notarizations

State of Idaho)

: ss

County of _____)

On this ___ day of _____, in the year of 2015, before me, the undersigned, personally appeared **Larry Harpe**, known to me or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/they executed the same.

(Seal)

By: _____

Notary Public for Idaho

My Commission Expires: _____

State of Idaho)

) ss

County of Canyon)

On this _____ day of _____, in the year of 20____, before me, the undersigned, personally appeared **Robert L. Henry, Deborah Bishop, and Monte Hasl**, 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 foregoing instrument, and acknowledged to me that they executed the same.

(Seal)

By: _____

Notary Public for Idaho

My Commission Expires: _____

ATTACHMENT B

NAMPA MUNICIPAL AIRPORT LAND LEASE AGREEMENT

**STORAGE HANGAR LOT #2262
IMPROVEMENTS PURCHASED FROM LARRY HARPE**

**LESSEE:
BRIAN HILL
1211 EAST STATE STREET
BOISE, ID 83612**

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

**EFFECTIVE TERM:
JANUARY 19, 2016 – JANUARY 31, 2036**

Nampa Municipal Airport Land Lease Agreement
BRIAN HILL
LOT #2262

This lease agreement (the "Agreement") is entered into this 19th day of January, 2016 by and between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor"), and **BRIAN HILL** ("Lessee"). The Superintendent of Public Works for the City of Nampa will designate the authorized agent to administer the provisions of this Agreement.

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

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

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

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

1. Term of Agreement.

A Land Lease is hereby granted to the Lessee. The term of this Agreement shall be for twenty (20) years.

Commencing Date: **JANUARY 19, 2016**
Termination Date: **JANUARY 31, 2036**

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.

3. Premises Leased.

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

4. Premises Use.

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

AIRCRAFT STORAGE.

Nampa Municipal Airport Land Lease Agreement
BRIAN HILL
LOT #2262

5. Construction and Improvements.

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

- a) Lessee shall complete construction of structures and improvements within one-hundred and eighty (180) days of the commencement of this Agreement, unless an extension is approved in writing by Lessor. In the event construction is not complete within the one-hundred and eighty (180) day period and no extension has been granted as set forth herein, Lessee shall be deemed in default of this Agreement.
- b) The construction of all facilities, together with landscaping, fencing and parking, shall be in accordance with plans and specifications approved by the Lessor. When approved, those plans shall be made part of this Agreement. All plans and specifications are subject to Nampa City Ordinance, the Airport Master Plan in effect, and shall be approved by the Nampa Airport Commission and the Nampa City Council.
- c) All future structure additions shall be subject to prior approval by Lessor. Any proposed construction is subject to FAA approval through the 7460 (Notice of Proposed Construction or Alteration) process.
- d) The structure(s) constructed by Lessee under this Agreement shall be the property of Lessee unless otherwise provided in this agreement.
- e) Special Conditions:

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 for that year unless otherwise agreed upon in writing by Lessor. The initial annual rental fee for the Premises shall be **25.4 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.

7. Annual and Periodic Rental Adjustments

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

Additional periodic adjustments to the rental rate may be made in years ending with 5 or 0 (for instance, 2015 and 2020) as deemed necessary by Lessor to reflect cost of service increases, comparative rates, or other factors supporting an increase beyond the automatic annual CPI-U adjustment. Such periodic adjustments shall not be less than the automatic annual increase. Rental rates and adjustments are set by the City Council of the City of Nampa.

Nampa Municipal Airport Land Lease Agreement
BRIAN HILL
LOT #2262

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 therefore from Lessor, reimburse Lessor for the cost of the survey Lessor is required to complete on the leased premises to comply with FAA Form 7460-1.

9. Right To Purchase.

Upon termination or expiration of this lease Agreement, Lessee shall remove its personal property, including structures or buildings and restore the Premises to a condition acceptable to Lessor. If the parties have not entered into a renewed lease, or a new lease agreement, and Lessee has not removed its personal property, including structures, buildings, or portions thereof within one-hundred and twenty (120) days of the termination or expiration of this lease Agreement, Lessor shall have the right, but not the obligation, to purchase some or all of the personal property, including structures or buildings, for the sum of One and No/100 dollar (\$1.00). Lessee, when paid the above sum, will have no further right or interest in the above described personal property and agrees to execute any and all necessary sale documents, including but not limited to a Bill of Sale, and Lessor shall be entitled to possession and ownership of the personal property. Prior to the exercise of Lessor's option herein provided for, Lessee shall have the right to sell some or all of its personal property, including structures or buildings to a third party or parties.

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

Nampa Municipal Airport Land Lease Agreement
BRIAN HILL
LOT #2262

a transfer upon identical terms.

11. Default and Forfeiture.

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

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

12. Assignments and Subleases.

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

Nampa Municipal Airport Land Lease Agreement
BRIAN HILL
LOT #2262

- Lessor may, at its option, terminate this agreement upon the assignment, transfer, or sublease, without the Lessor's prior written consent, of all or any part of this Agreement. "Transfer" also includes any change in the ownership of Lessee and/or the voting stock of Lessee.
- Lessor may, at its option, terminate this agreement upon any change of the premises use (see paragraph 4) without the Lessor's prior written consent.
- Lessor may, at its option, terminate this Agreement in the event **BRIAN HILL** shall cease to remain responsible for the day-to-day operation of the rights and obligations of Lessee as set forth in this agreement.

13. Future Construction by Lessor.

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

14. Future Improvements by Lessee.

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

15. Hazardous Substances.

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

16. Compliance With Law.

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

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 real estate taxes and assessments

Nampa Municipal Airport Land Lease Agreement
BRIAN HILL
LOT #2262

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.

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.

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

22. Waste Prohibited.

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.

Lessee shall maintain a comprehensive liability insurance policy covering the above demised Premises during the term of this Lease with a responsible insurance company, all at the sole expense of Lessee, in the names and for the benefit of Lessee and Lessor for at least the sum of

Nampa Municipal Airport Land Lease Agreement
BRIAN HILL
LOT #2262

\$500,000.00 single limit coverage. Lessee shall furnish Lessor with a certificate of such liability insurance stating that said insurance is in full force and effect during the term of this Lease or any extension thereof but only when construction commences. The liability insurance amount shall be increased in the event the Idaho legislature increases the liability limits of governmental liability to any such increased amounts.

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

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.

26. Notices.

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

Lessor

Nampa Municipal Airport
c/o Airport Superintendent
116 Municipal Drive
Nampa, ID 83687

Lessee

Brian Hill

1211 East State Street

Boise, ID 83612

27. Maintenance.

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

28. Civil Rights Provisions.

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;

Nampa Municipal Airport Land Lease Agreement
BRIAN HILL
LOT #2262

that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall use the Premises not in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation. Subtitle A. Office of the Secretary, Part 2 1. Department of Transportation-Effectuation Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, and to reenter and repossess said land and the facilities thereon. and hold the same as if said Lease had never been made or issued.

29. Amendments and Modification.

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

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.

31. Special Provisions.

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

- A list of all aircraft stored at the leased premises will be provided to the Airport Superintendent's office and kept current at all times. The list will include owner names, addresses, phone numbers, aircraft make/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.

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.

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:

Mayor

Attest:

City Clerk

By:

Airport Superintendent

Lessee:

Brian Hill

By:

Brian Hill

**Nampa Municipal Airport Land Lease Agreement
BRIAN HILL
LOT #2262**

By: _____

Personal Guarantee.

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

By: _____
Brian Hill

_____ Date

By: _____

_____ Date

Nampa Municipal Airport Land Lease Agreement
BRIAN HILL
LOT #2262

Notarizations

State of Idaho)

: ss

County of _____)

On this ____ day of _____, in the year of 2016, before me, the undersigned, personally appeared **Brian Hill**, known to me or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/they executed the same.

(Seal)

Notary Public for Idaho
My Commission Expires: _____

State of Idaho)

: ss

County of Canyon)

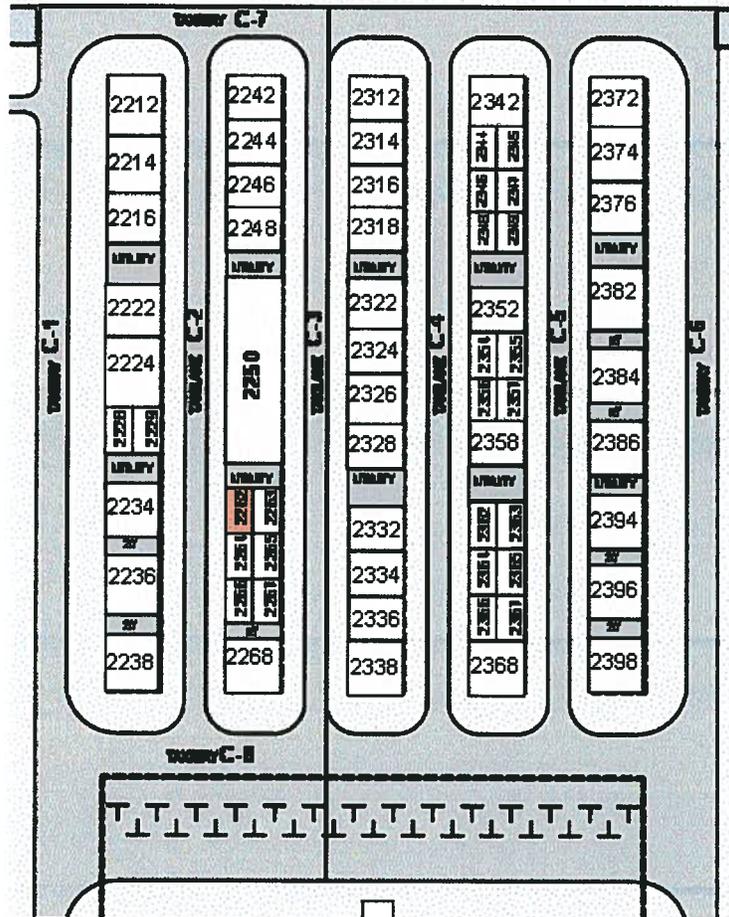
On this _____ day of _____, in the year of 2016, before me, the undersigned, personally appeared **Robert L. Henry, Deborah Bishop, and Monte Hasl**, Mayor, City Clerk, and Airport Superintendent, respectively, of the City of Nampa, known to me or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

(Seal)

Notary Public for Idaho
My Commission Expires: _____

**Nampa Municipal Airport Land Lease Agreement
BRIAN HILL
LOT #2262**

Exhibit A



Airport Lot #2262: 50' wide x 30' deep = 1500 square feet at **\$0.254** per square foot
= \$381.00 per year (rounded).

Payment by Larry Harpe for 2016 will be transferred. No additional payment due for 2016.

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 BRIAN HILL, 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 January 19, 2016, 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 _____ 2016.

LESSOR:
CITY OF NAMPA

By: _____
Mayor

Attest:

City Clerk

By: _____
Airport Superintendent

LESSEE:

Brian Hill

STATE OF IDAHO)
 :ss
County of Canyon)

On this ___ day of _____, 2016, before me, _____, a Notary Public, personally appeared **Robert L. Henry, Deborah Bishop and Monte 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.

(SEAL)

Notary Public for Idaho
Commission expires: _____

State of Idaho)
 : ss
County of _____)

On this ___ day of _____, in the year of 2016, before me, the undersigned, personally appeared **BRIAN HILL**, known to me or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/they executed the same.

(Seal)

Notary Public for Idaho
My Commission Expires: _____

TOOTHMAN-ORTON ENGINEERING COMPANY
CONSULTING ENGINEERS, SURVEYORS AND PLANNERS

9777 E. HINE AVE., SUITE 100
BOISE, IDAHO 83714-2209
PH: 479-7288 • FAX 208-333-9110
boise@tengco.com

PROJECT: 04003
DATE: September 23, 2005
PAGE: 1 of 1

EXHIBIT "A"

**DESCRIPTION OF LEASE PARCEL 2262
NAMPA MUNICIPAL AIRPORT**

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

COMMENCING at the C 1/4 corner of said Section 24 as shown on Record of Survey Instrument No. 200225678, Records of Canyon County, Idaho, from which the 1/4 corner common to Sections 19 and 24, Township 3 North, Range 2 West, Boise Meridian, bears S.89°28'08" E., 2642.02 feet, thence,

A) N.54°28'24"E., 593.48 feet to a point marking the southwest corner of said parcel, and the **POINT OF BEGINNING**, said point also being located N.80°17'50"W., 2190.27 feet from said E 1/4 corner of said Section 24, thence, along the exterior boundary line of said parcel the following courses:

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

CONTAINING 3,000 square feet, more or less.

SUBJECT TO: All Covenants, Rights, Rights-of-Way, Easements of Record, and any other encumbrances.



P:\10040711\2005\09\23\05\04003\01\01\01.doc

BOISE • COEUR D'ALENE

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, IMPLEMENTING CHANGES IN THE RATES AND FEES CHARGED BY THE CITY OF NAMPA FOR WASTEWATER HOOKUP FEES.

WHEREAS, the City Council finds that it is appropriate to collect fees for wastewater hookup services provided by the City and that without such fees these services would be funded by property tax revenues; and

WHEREAS, the City Council has the authority to set fees for services and adjust those fees as needed; and

WHEREAS, the City Council deems it necessary, reasonable, and in the best interest of the City, to adjust certain rates and fees charged by the City of Nampa for wastewater and adjust those fees as needed; and

WHEREAS, the City Council finds that such adjustments, set forth in the attached exhibit, are reasonably related to, but do not exceed, the actual cost of the service being rendered; and

WHEREAS, the City Council finds that the public hearing conducted on the matter of such fee adjustments, set forth in attached exhibit, was conducted pursuant to proper notice and the requirements of Idaho law.

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

Section 1. The City of Nampa, Canyon County, Idaho, does hereby implement the wastewater hookup fee changes as described in EXHIBIT A, attached hereto and, by this reference, incorporated herein as if set forth in full, effective October 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS _____ DAY OF _____, 2016.

APPROVED BY THE MAYOR AND THE CITY OF NAMPA, IDAHO, THIS _____ DAY OF _____, 2016.

Approved:

Mayor

Attest:

City Clerk

City of Nampa
Fee Change Request Form

Department **Public Works - Wastewater Hookup Fees**

Effective Date **10/01/2016**

Trans Code	New Fee?	Description	Current Revenue	Proposed Revenue	Percent Change*	Est Annual Dollar Incr
	No	Hookup Fee - Collection Fee - SE1: Waste Strength BOD mg/l (0000-0200)	\$1,236.00	\$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE1: Waste Strength BOD mg/l (0000-0200)	\$852.00	\$469.00	-45%	
	No	Hookup Fee - Collection Fee - SE2: Waste Strength BOD mg/l (0200-0400)	\$1,236.00	\$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE2: Waste Strength BOD mg/l (0200-0400)	\$1,652.00	\$1,079.00	-35%	
	No	Hookup Fee - Collection Fee - SE3: Waste Strength BOD mg/l (0400-0600)	\$1,236.00	\$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE3: Waste Strength BOD mg/l (0400-0600)	\$2,118.00	\$1,517.00	-28%	
	No	Hookup Fee - Collection Fee - SE4: Waste Strength BOD mg/l (0600-0800)	\$1,236.00	\$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE4: Waste Strength BOD mg/l (0600-0800)	\$2,585.00	\$1,954.00	-24%	
	No	Hookup Fee - Collection Fee - SE5: Waste Strength BOD mg/l (0800-1000)	\$1,236.00	\$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE5: Waste Strength BOD mg/l (0800-1000)	\$3,848.00	\$2,779.00	-28%	
	No	Hookup Fee - Collection Fee - SE6: Waste Strength BOD mg/l (1000-1500)	\$1,236.00	\$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE6: Waste Strength BOD mg/l (1000-1500)	\$4,664.00	\$3,545.00	-24%	
	No	Hookup Fee - Collection Fee - SE7: Waste Strength BOD mg/l (1500-2000)	\$1,236.00	\$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE7: Waste Strength BOD mg/l (1500-2000)	\$5,829.00	\$4,639.00	-20%	
	No	Hookup Fee - Industrial - Flow (per mgd)	\$4,856,270.00	\$5,442,948.00	12%	
	No	Hookup Fee - Industrial - BOD (per lb / day)	\$383.00	\$416.00	9%	
	No	Hookup Fee - Industrial - TSS (per lb / day)	\$567.00	\$476.00	-16%	
	No	Hookup Fee - Industrial - TKN (per lb / day)	\$2,943.00	\$3,475.00	18%	
	No	Hookup Fee - Industrial - TP (per lb / day)	\$19,250.00	\$155.00	-99%	

Comments on Competitiveness of New Rate

Reasons why Fee Change is Needed and What New Funding will be Used for

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, IMPLEMENTING CHANGES IN THE RATES AND FEES CHARGED BY THE CITY OF NAMPA FOR DOMESTIC WATER HOOKUP FEES.

WHEREAS, the City Council finds that it is appropriate to collect fees for domestic water hookup services provided by the City and that without such fees these services would be funded by property tax revenues; and

WHEREAS, the City Council has the authority to set fees for services and adjust those fees as needed; and

WHEREAS, the City Council deems it necessary, reasonable, and in the best interest of the City, to adjust certain rates and fees charged by the City of Nampa for domestic water and adjust those fees as needed; and

WHEREAS, the City Council finds that such adjustments, set forth in the attached exhibit, are reasonably related to, but do not exceed, the actual cost of the service being rendered; and

WHEREAS, the City Council finds that the public hearing conducted on the matter of such fee adjustments, set forth in attached exhibit, was conducted pursuant to proper notice and the requirements of Idaho law.

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

Section 1. The City of Nampa, Canyon County, Idaho, does hereby implement the domestic water hookup fee changes as described in EXHIBIT A, attached hereto and, by this reference, incorporated herein as if set forth in full, effective October 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS _____ DAY OF _____, 2016.

APPROVED BY THE MAYOR AND THE CITY OF NAMPA, IDAHO, THIS _____ DAY OF _____, 2016.

Approved:

Mayor

Attest:

City Clerk

**City of Nampa
Fee Change Request Form**

Department

Effective Date

Trans Code	New Fee	Description	Current Revenue	Proposed Revenue	Percent Change	Est Annual Dollar Incr
	No	Hookup Fee - Domestic Water Base (per EDU)	\$752.00	\$1,222.00	63%	
	Yes	Hookup Fee - Domestic Water Fire Flow (per EFU)	\$0.00	\$330.00	NA	

Comments on Competitiveness of New Rate

Reasons why Fee Change is Needed and What New Funding will be Used for

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, IMPLEMENTING CHANGES IN THE RATES AND FEES CHARGED BY THE CITY OF NAMPA FOR DOMESTIC WATER HOOKUP FEES.

WHEREAS, the City Council finds that it is appropriate to collect fees for domestic water hookup services provided by the City and that without such fees these services would be funded by property tax revenues; and

WHEREAS, the City Council has the authority to set fees for services and adjust those fees as needed; and

WHEREAS, the City Council deems it necessary, reasonable, and in the best interest of the City, to adjust certain rates and fees charged by the City of Nampa for domestic water and adjust those fees as needed; and

WHEREAS, the City Council finds that such adjustments, set forth in the attached exhibit, are reasonably related to, but do not exceed, the actual cost of the service being rendered; and

WHEREAS, the City Council finds that the public hearing conducted on the matter of such fee adjustments, set forth in attached exhibit, was conducted pursuant to proper notice and the requirements of Idaho law.

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

Section 1. The City of Nampa, Canyon County, Idaho, does hereby implement the domestic water hookup fee changes as described in EXHIBIT A, attached hereto and, by this reference, incorporated herein as if set forth in full, effective October 1, 2017.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS _____ DAY OF _____, 2016.

APPROVED BY THE MAYOR AND THE CITY OF NAMPA, IDAHO, THIS _____ DAY OF _____, 2016.

Approved:

Mayor

Attest:

City Clerk

**City of Nampa
Fee Change Request Form**

Department

Effective Date

Trans Code	New Fee	Description	Current Revenue	Proposed Revenue	Percent Change	Est Annual Dollar Incr
	No	Hookup Fee - Domestic Water Base (per EDU)	\$1,222.00	\$2,170.00	77.6%	
	No	Hookup Fee - Domestic Water Fire Flow (per EFU)	\$330.00	\$330.00	0.0%	

Comments on Competitiveness of New Rate

Reasons why Fee Change is Needed and What New Funding will be Used for

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, IMPLEMENTING A CHANGE IN THE RATE AND FEE CHARGED BY THE CITY OF NAMPA FOR AN IRRIGATION WATER HOOKUP FEE.

WHEREAS, the City Council finds that it is appropriate to collect a fee for irrigation water hookup service provided by the City and that without such fee this service would be funded by property tax revenues; and

WHEREAS, the City Council has the authority to set fees for services and adjust those fees as needed; and

WHEREAS, the City Council deems it necessary, reasonable, and in the best interest of the City, to adjust certain rates and fees charged by the City of Nampa for irrigation water and adjust those fees as needed; and

WHEREAS, the City Council finds that such an adjustment, set forth in the attached exhibit, is reasonably related to, but does not exceed, the actual cost of the service being rendered; and

WHEREAS, the City Council finds that the public hearing conducted on the matter of such fee adjustment, set forth in attached exhibit, was conducted pursuant to proper notice and the requirements of Idaho law.

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

Section 1. The City of Nampa, Canyon County, Idaho, does hereby implement the irrigation water hookup fee change as described in EXHIBIT A, attached hereto and, by this reference, incorporated herein as if set forth in full, effective October 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS _____ DAY OF _____, 2016.

APPROVED BY THE MAYOR AND THE CITY OF NAMPA, IDAHO, THIS _____ DAY OF _____, 2016.

Approved:

Mayor

Attest:

City Clerk

**City of Nampa
Fee Change Request Form**

Department

Effective Date

Trans Code	New Fee?	Description	Current Revenue	Proposed Revenue	Percent Change*	Est Annual Dollar Incr
	No	Hookup Fee - Irrigation (per SCE)	\$329.00	\$520.00	58%	

Comments on Competitiveness of New Rate

Reasons why Fee Change is Needed and What New Funding will be Used for



Planning & Zoning Department
Before the Mayor & City Council
January 19, 2016

Staff Report – Public Hearing #1

To: Mayor & City Council
Applicant: Jennifer Temple

File No: REZ 2040-15

Prepared By: Norman L. Holm
Date: October 29, 2015

Requested Action: Reconsideration of December 7, 2015 City Council Denial of Rezone from RS 12 (Single Family Residential – 12,000 sq ft) to RD (Two Family Residential)

Planning & Zoning Commission Recommendation: Approval, subject to the below listed findings.

(A public hearing will be scheduled before the Planning & Zoning Commission on the requested Conditional Use Permit for Daycare/School use of up to 50 children following City Council decision on the rezone reconsideration.)

Status of Applicant: Owner

Existing Zoning: RS 12 (Single Family Residential – 12,000 sq ft)

Proposed Zoning: RD (Two Family Residential)

Location: 1012 E Greenhurst Rd

Size of Property: Approximately .53 acres or 23,020 sq ft

Existing Land Use: Single Family Residential

GENERAL INFORMATION

Planning & Zoning History:

- 1) The P&F Thompson subdivision was developed while the area was located in Canyon County. This parcel is an original lot upon which a single family dwelling was built.
- 2) Following public hearing on November 11, 2015 the Planning & Zoning Commission recommended approval of the rezone to the City Council.
- 3) Following public hearing on December 7, 2015 the City Council voted not to accept the Planning & Zoning Commission recommendation and voted to deny the rezone giving the following findings:
 - a. Rezone of the subject property to RD is not reasonably necessary at the present time as the majority of the adjacent and surrounding properties to the north, east, and west are single family residential in character.
 - b. Rezone of the subject property to RD is in the interest of the property owner and generally conforms to the adopted comprehensive plan future land use map designation for Medium Density Residential land use. The size and scope of the proposed Commercial 50-80 children Daycare/School use is not in the interest of the surrounding property owners/residents and will be incompatible with residential living.
 - c. Rezone of the subject property to RD would result in a land use incompatible with residential properties and improvements in the area and detracting from the value and quality of surrounding area for continued residential purposes.
- 4) The City Council received a request for reconsideration of their decision from the applicant and on December 21, 2015 voted to allow the reconsideration and called for a public hearing to be held at the January 19, 2016 City Council meeting.

Proposed Land Uses: Owner is requesting the zoning change to accommodate conversion of the structure to a commercial daycare/school.

Surrounding Land Use and Zoning:

North- Single Family Residential, RS 12

South- High School, AG

East- Single Family Residential, RS 6

West- Single Family Residential, RS 12 then RS 8.5

Comprehensive Plan Designation: Medium Density Residential

Applicable Regulations: Rezones must be reasonably necessary, in the interest of the public, further promote the purposes of zoning, and be in agreement with the adopted comprehensive plan for the neighborhood. The proposed daycare/school use will require application for and issuance of a Conditional Use Permit under a separate hearing process.

Section 10-2-10 Requests for Reconsideration, provides for the following:

- A. On any application brought before the city council affecting the use, occupancy or development of real property, including, but not limited to, those matters governed by the Idaho local land use planning act, found at Idaho Code 67-6501 et seq., or the Nampa comprehensive zoning ordinance, found in this title, a party may request that the city council reconsider a decision pursuant to the terms of this section. Decisions and recommendations of the planning and zoning commission are not subject to reconsideration, but may be appealed to the city council as provided in this title.

To make such a request for reconsideration, the following criteria must be met:

1. The requesting party must have been a party interested in the underlying action in one of the following ways: the property owner of the subject property; the applicant for the project; or, any interested person who presented written or oral testimony at the public hearing on the application in question; and
 2. The request must be made in writing and presented to the city clerk no more than fourteen (14) calendar days after the adoption of written findings of fact, conclusions of law, and/or an order of decision, or, if no such written decision is required or will be issued, within fourteen (14) days of the date on which the decision was made; and
 3. The request must state the basis for the request, including a brief statement of the issues and decision that the requesting party is asking to be reconsidered; and
 4. The request must demonstrate either: a) the party requesting reconsideration has relevant information, the relevant information was not previously presented and is in response to something brought up at the previous hearing, and the information was not previously available; or b) the request for reconsideration is made pursuant to Idaho Code section 67-6535(2)(b), as amended.
- B. The city council will consider the request at the next regularly scheduled meeting. No testimony or evidence will be submitted in connection with the request, and the city council shall grant or deny the request at its discretion solely on the basis of the written request for reconsideration.
- C. If the city council denies the request, it may proceed immediately thereafter, or as soon as is practicable, to adopt any required written findings of facts, conclusions of law, decision, and order for the application in question.
- D. If the city council grants the request, the requesting party must pay the fee for a new public hearing within ten (10) calendar days of the city council's decision to grant reconsideration. If the payment is not made to the city clerk within the specified time frame the request for reconsideration shall be automatically rescinded.
- E. All noticing for the hearing at which the city council will reconsider a prior decision shall be completed in the same manner as was required for the original application. The new hearing shall be conducted in the same manner as all public hearings and shall be considered a de novo hearing.
- F. Upon payment of fees, the planning director will schedule a new public hearing for the application as allowed by this code. The new public hearing and ultimate decision shall be the final action of the city council.
- G. Once the council has reconsidered any of its decisions relating to a given application, as set forth hereinabove, it may not entertain any additional or subsequent request for reconsideration, whether by the same or any other interested party. (Ord. 4189, 7-20-2015)

SPECIAL INFORMATION

Public Utilities:

8" sewer main along the south side of E Greenhurst Rd
12" domestic water main adjacent the property in E Greenhurst Rd
8" irrigation water adjacent the east property line.

At the present the structure is served by a private well/water system with sewage disposal being provided via a septic system.

Public Services: All present.

Transportation and Traffic: The property has existing driveway access from S Elder St

Environmental: The rezone would have little effect on the adjoining properties. The impacts of commercial daycare/school use of the property on the neighborhood would be minimal.

APPLICANT REASONS FOR RECONSIDERATION

The following are facts/reasons raised by the applicant in their reconsideration request letter. The applicant asks that this new information be taken into consideration in your decision:

1. You mentioned that you had concerns with the fact that the daycare was a commercial daycare/preschool and that it was in a residential community. There is a similar commercial daycare less than half a block from this location. It currently has approximately 50 children occupancy and is full to capacity. They are accessing Greenhurst as their main pull in and drop off location. Furthermore, they are located next to SkyView High School at 1127 E Greenhurst.
2. One of the council members was concerned with the possibility of the traffic being increased from our daycare being implemented. I understand your concern as I also previously lived in that area. I do believe that we have sufficient room to make this daycare/preschool possible without disturbing the flow of traffic (please see provided drawing). We have been able to widen our drop-off and pick-up area to three lanes. One lane would be for parking, if for some reason the parents needed to come into the facility. The second lane would be a pull through with a possible slow down for dropping off. The third lane would be for pulling through to park in our lot. In addition to this widening for a drive through, we also adjusted the parking lot to include 15 parking spots. We are fully aware of this concern and are willing to work with the city and governing bodies that help the city regulate these concerns.
3. In hindsight, we feel our original number of children stated to occupy the facility was inaccurate. We originally used a very basic calculation based on the square footage of the building footprint, which is not actually a true representation of the use of the facility. We have since more closely evaluated that we will likely have 5 rooms capable of handling 6 to 10 each for a realistic maximum child occupancy of 50.
4. There was a question that night about why we were seeking the RD rezone instead of the RP rezone. We spoke with staff in the planning and zoning department about which way

was the better option for us and which one made more sense for fitting into the area. It was then determined that there were two options for the area. The first being a RD option and the second being a RA option. We chose to go with the RD option to conform to the city master plan. The RD status requires that the property be a minimum of 7000 sq ft, which our property matches. For the RA zone, it requires 30,000 sq ft of property. If we needed to refinance or sell the property, we would then not be conforming and would have to request a variance. The RP option does not fit the area's city master plan and could have created a spot zone. We would then have to request a recumbent plan change in order for that rezoning to work for that area. To keep things simple and clean, we chose the RD rezoning request.

5. In the letter we received, one of the reasons given for the denial was because it was not a necessary addition to the community. In doing very little research by phone, I found that most of the surrounding daycares/preschools are full to capacity or very close to full, some with a wait list anticipating a one year wait (see attachment for the data I gathered). There are many subdivisions being added in this area alone and with the amount of anticipated additional children that would be added to this area, there is truly a need for a daycare/preschool in this area. Another consideration is the state of Idaho pushing for more education at a younger age, preschool age. In Nampa, there is not a sufficient amount of preschools that are working towards this goal. Approximately 27 preschools are in the Nampa area, with a population of 88,211 residents (US Census 2014 data) with approximately 9.8% children under the age of 5 (US Census 2010 Data). That totals approximately 8,000 kids. If every preschool had 50 children for their occupancy level, that only totals 1,350 kids in preschools. This leaves 6650 kids without an option to attend a preschool.
6. Another concern that was mentioned was when there was an event or program put on by the daycare/preschool, there would be no parking for the parents. This is something we are fully aware of and agree with. That is why when/if we have an event or program, we have many options in this area. There are schools and/or churches that we can work with to use their facilities to do these events. We have no intentions of having any events at the school itself that results in 50 parents trying to park at the site.
7. There was also a mention of a concern about safety in regards to fire protection. This location is unique in that it is located across the street from the Nampa Fire Department station #2. As with any daycare/preschool, we also are bound by strict guidelines to adhere to the safety of the children by both the state and by the local fire department. Our commercial daycare would follow ALL of the laws for safety set by these governing departments. Our goal is always the safety of the children.
8. I remember there also was a concern about the property being on a septic and a shared well. When we spoke with the health district, they stated that there was no way they would give us a commercial permit for a daycare/preschool without us switching to the city utilities. We have already gotten bids for this conversion and have budgeted accordingly. We have every intention of following the guidelines that are set for us to get our license, including switching to city utilities.

STAFF FINDINGS AND DISCUSSION

Following presentation by the applicant at the reconsideration hearing the City Council may determine to reverse their prior decision and accept the Planning & Zoning Commission's recommendation for approval. The City Council may indicate any findings they determine appropriate. The following are staff and Commission recommended findings for approval of the rezone.

1. Rezone of the subject property to RD is reasonably necessary in order to allow the applicant to use the property as proposed.
2. Rezone of the subject property to RD is in the interest of the property owner and conforms to the adopted comprehensive plan future land use map designation of Medium Density Residential use.
3. The proposed daycare/school use of the subject property will be compatible with the existing educational uses established to the south around Skyview High School. The proposed daycare use will require application for and issuance of a Conditional Use Permit under a separate hearing process.
4. The use of a development agreement to establish any conditions for the rezone of the property serves no purposes, as any conditions required by the City Council could be forwarded to the Planning & Zoning Commission to attach to any approval of the Conditional Use Permit for the Daycare/Preschool use.

At the date of this memo staff has received no statements of opposition or support from any property owners or residents of the area.

ATTACHMENTS

Application
Zoning and location map
Aerial and birds eye view photos
Photo of dwelling and driveway access from S Elder St
Revised conceptual site layout
P&Z hearing minutes
City Council hearing minutes
Applicant's Request for Reconsideration letter
City Council minutes approving reconsideration hearing
City, agency and other correspondence



APPLICATION FOR AMENDMENT OF ZONING ORDINANCE OR MAP

City of Nampa, Idaho

1110 RZ
Norm

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by a nonrefundable fee of \$406.00 (for 1 acre or less), and \$811.00 (for more than 1 acre) for a map amendment; or \$213.00 for a text amendment.

Name of Applicant/Representative: Jennifer Temple Phone: 208 691 1984

Address: 1115 Chicken Dinner RD City: Caldwell State: ID Zip Code: 83407

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

Owner Name: Same Phone: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Address of subject property: 1012 E Greenhurst RD Nampa, ID 83686

Is a copy of one of the following attached? (circle one) Warranty Deed Proof Of Option Earnest Money Agreement.

Subject Property Information

(Please provide one form of the following REQUIRED DOCUMENTATION to complete the amendment):

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

Subdivision P&F Thompson Subdivision Lot 1 Block 3 Book 12 Page 12

Project Description

State the zoning desired for the subject property: RD

State (or attach a letter stating) the zoning amendment desired, text or map, and the reason for the 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.

Change the zoning to RD to accomidate a daycare/school.
RS12 TO RD

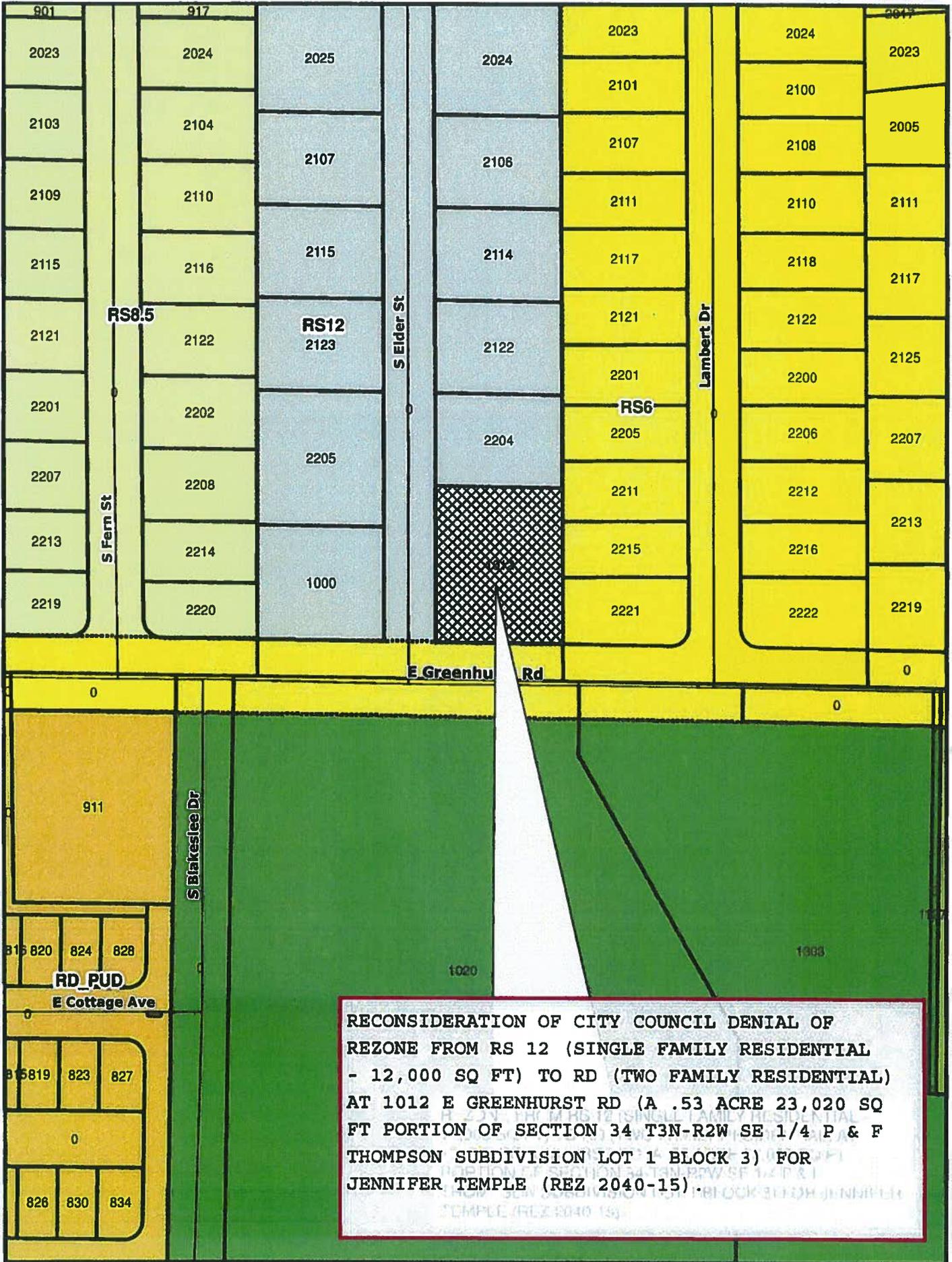
Dated this 30 day of September, 20 15

Jennifer Temple
Signature of applicant

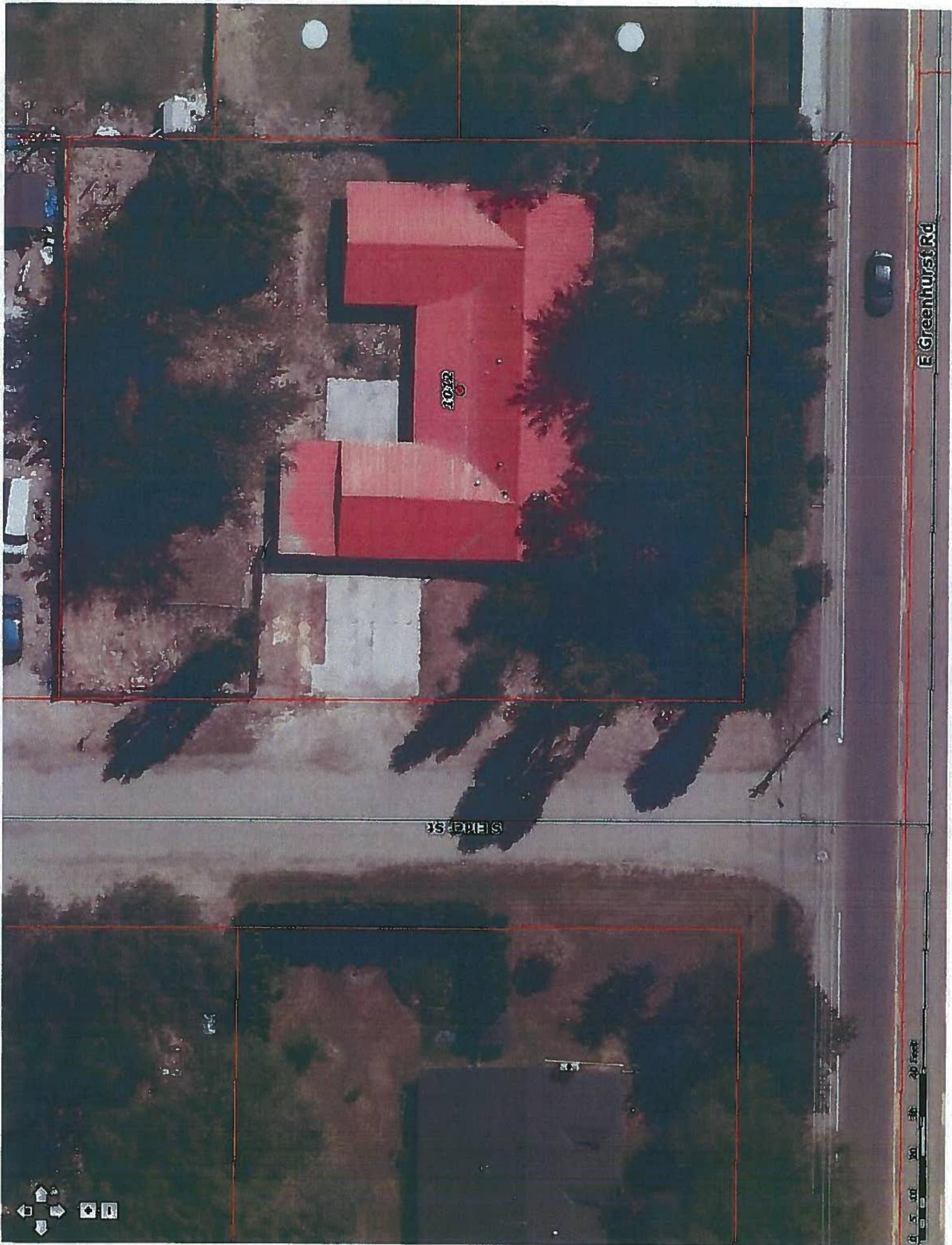
NOTICE TO APPLICANT

This application will be referred to the Nampa Planning Commission for its consideration. The Planning Commission shall hold a public hearing on the application and 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.

For Office Use Only:
File Number: REZ 2040 - 2015 Project Name: RD Zoning For Daycare/School



RECONSIDERATION OF CITY COUNCIL DENIAL OF
 REZONE FROM RS 12 (SINGLE FAMILY RESIDENTIAL
 - 12,000 SQ FT) TO RD (TWO FAMILY RESIDENTIAL)
 AT 1012 E GREENHURST RD (A .53 ACRE 23,020 SQ
 FT PORTION OF SECTION 34 T3N-R2W SE 1/4 P & F
 THOMPSON SUBDIVISION LOT 1 BLOCK 3) FOR
 JENNIFER TEMPLE (REZ 2040-15).



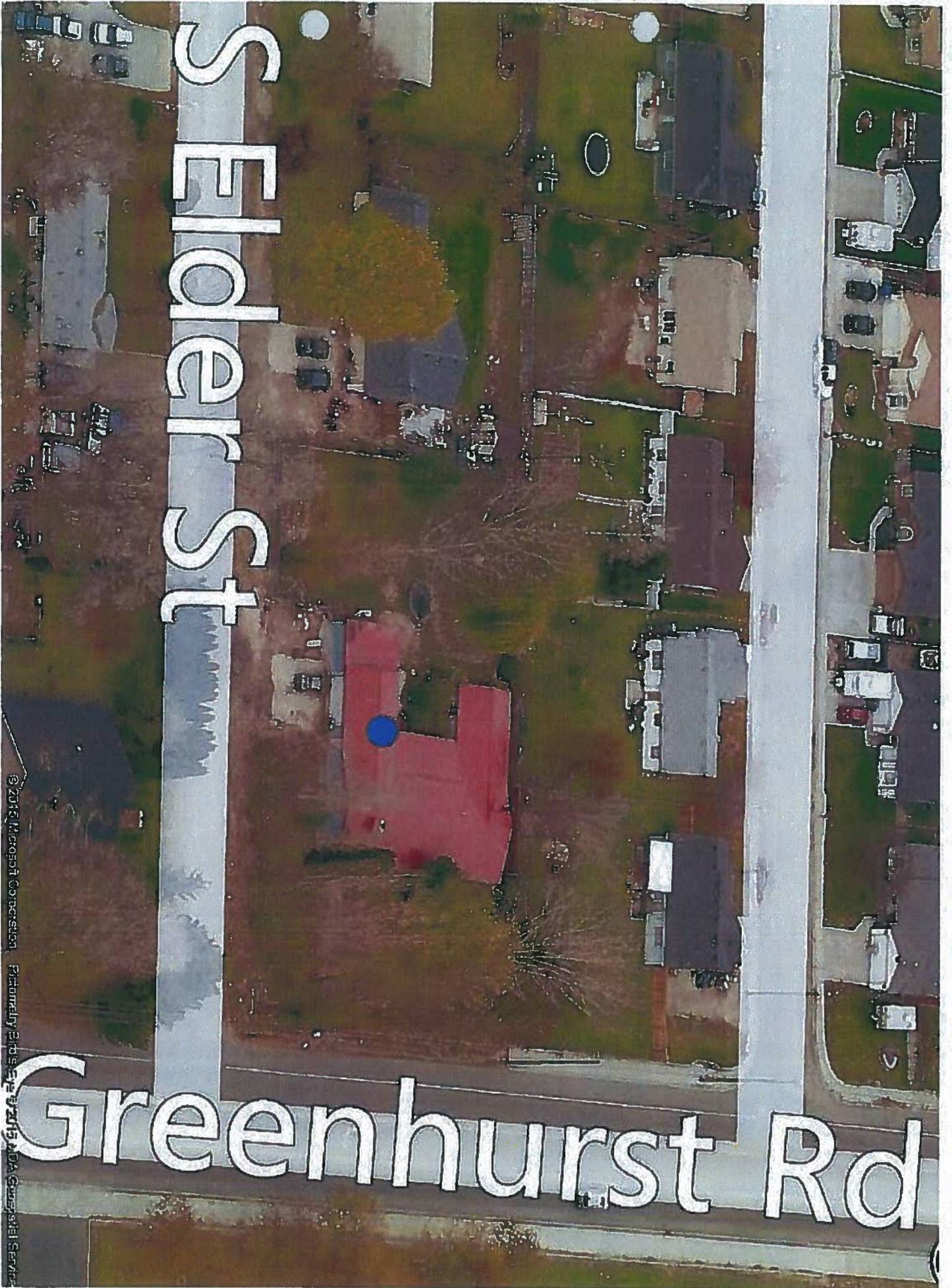
1012

SE 1/4 S 35

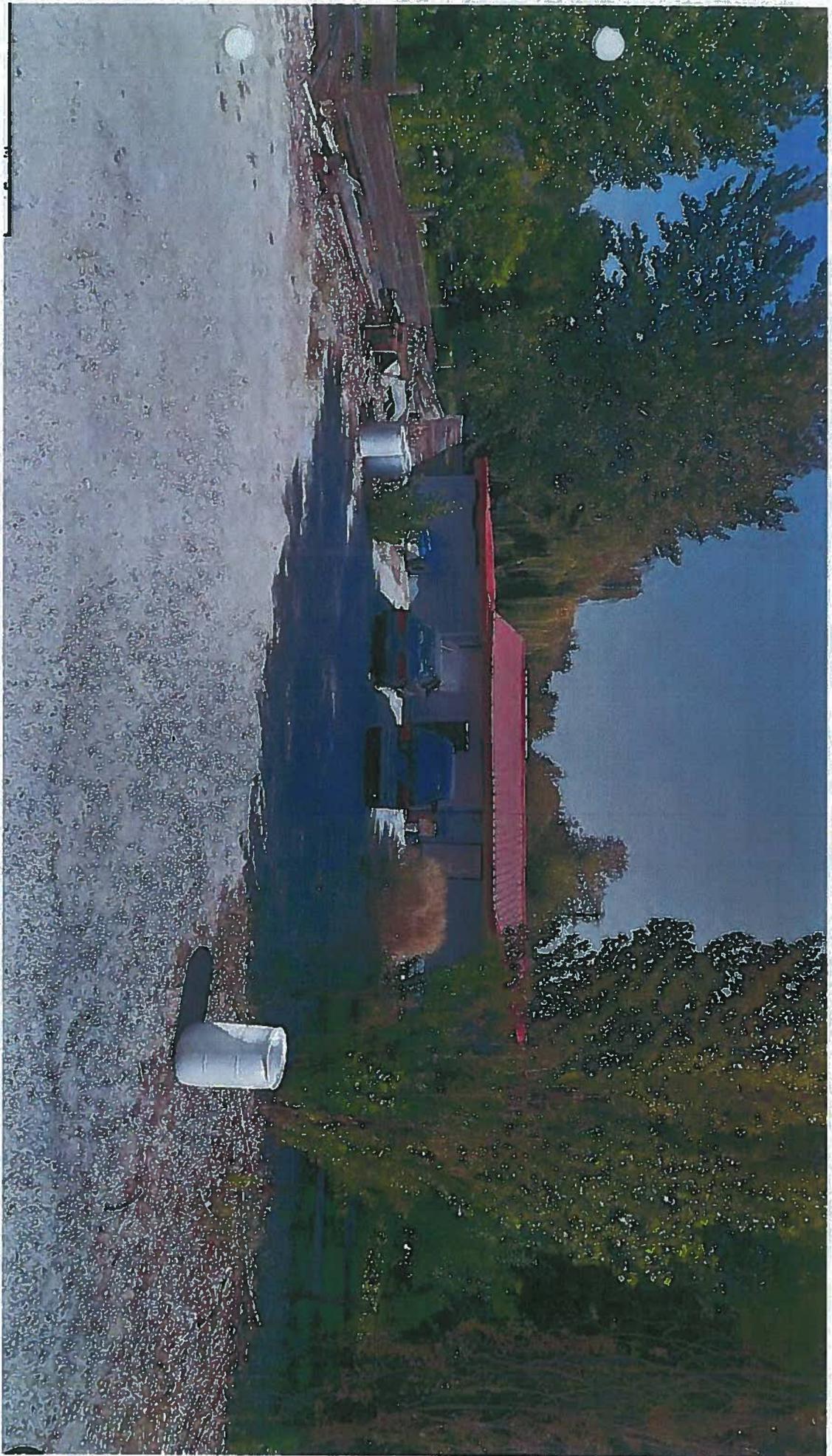
E Greenhurst Rd

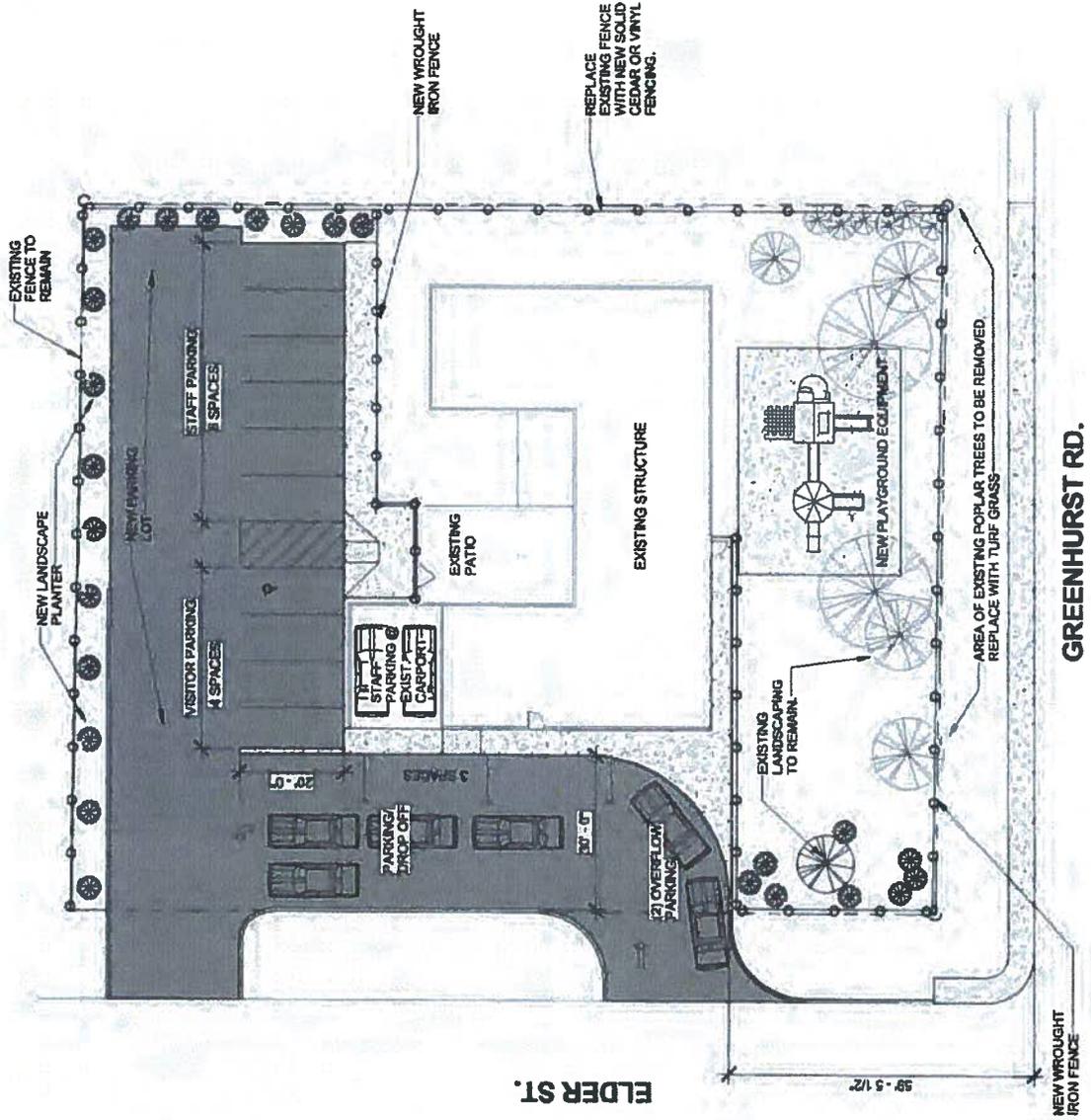
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Rezone from RS 12 to RD at 1012 E Greenhurst Rd. (A .53 acre 23,020 sq ft portion of the SE ¼ Section 34 T3N R2W P & F Thompson Subdivision Lot 1 Block 3), for Jennifer Temple (REZ 2040-15).

Chairman McGrath proceeded to public hearing.

Jennifer Temple of 11115 Chicken Dinner Rd, Caldwell – the applicant:

- Ms Temple stated she wanted to convert the property to a daycare/preschool.
- According to Ms Temple there was a need in the area for daycares so they were now trying to rezone the subject property to allow for a commercial preschool/daycare.
- **Chairman McGrath** inquired if Ms Temple had previous experience running a daycare.
- **Ms Temple** replied she had not previously operated any daycares.
- **Chairman McGrath** inquired about licensing for the proposed pre-school/daycare and Ms Temple replied they would be proceeding with obtaining the appropriate licensing once they received approval for the rezone to RD.

Mario Puente, Jr of 12376 W Silverking St, Boise – representing the applicant:

- The intent, stated Mr Puente, was to go into the construction phase for the plans regarding how they would develop the property.
- There will be additional parking required, added Mr Puente. According to Mr Puente, at the present time they were just trying to get the property rezoned to RD to allow the on-site calculations to make sure it will pencil out properly.

Planning Director Holm:

- Holm noted the applicant had requested the rezone from RS-12 to RD in order to apply for a Conditional Use Permit for a commercial daycare.
- The RS-12 zoning district, added Holm, would only allow a maximum of 12 children as part of a Home Occupation daycare.
- According to Holm, the lot was part of the P & F Thompson Subdivision and was a rather large parcel of 23,000 sq ft, over half an acre in size.
- The RD zone, reiterated Holm was required in order to request the Conditional Use Permit for the larger daycare.
- There appeared to be sufficient area, stated Holm, to allow for the required parking.
- Holm indicated the location map, with the property located at the northeast corner of S Elder Street and Greenhurst Road.
- No comments had been received from surrounding property owners or residents, reported Holm.
- Holm explained the requested rezone to RD did conform to the Comprehensive Plan designation of Medium Density Residential.
- Holm reviewed the Staff Report for the application for Rezone to RD.
- According to Holm, a Conditional Use Permit application would also be required for the commercial daycare.
- **Kehoe** inquired if the structure would still be used for residential use as well as the commercial daycare.
- **Ms Temple** responded and advised the structure would not be used as a dwelling, but only for the proposed daycare.
- In response to a question from **Kehoe**, **Holm** indicated the street view of the property from S Elder St.

Chairman McGrath proceeded to public testimony.

Ruth Palmer of 3978 E Toussand Dr, Nampa – in favor of application but did not wish to speak.

Dale Jones of 2204 S Elder, Nampa – undecided.

- Mr Jones stated his property was next door to the subject property.
- According to Mr Jones, he did have a few concerns about the proposed commercial daycare.
- Mr Jones explained the domestic water well was shared between the subject property and his property.

- There had been a problem with the well, added Mr Jones, when the sprinkler system was installed on the neighboring property because the water had been turned off without notification. And when he and his family returned from vacation there was no water for about 3 weeks.
- Additionally, stated Mr Jones, there were problems with water pressure if both homes were running water at the same time.
- Mr Jones questioned where the driveway and pick-up area would be located for the parents to drop off and pick up their children from the daycare, in relation to possible congestion on S Elder St.
- In response to a question from Kehoe, Mr Jones stated he and his wife were concerned about problems with the well due to the amount of water utilized by a commercial daycare.
- Mr Jones added there had been no problems with the well with the previous property owner.
- In response to a question from Chairman McGrath, Mr Jones stated the well was located right on the fence line, just inside his property line.

Mr Puente:

- Mr Puente stated the shared well was literally on the property line.
- Mr Puente advised the applicant had nothing to do with the previous shut down of Mr Jones' well water.
- The applicants were in agreement, added Mr Puente that both property owners would be responsible for maintaining the well.
- Mr Puente advised the applicants were planning on installing a separate driveway entry that would come off S Elder St for drop off and pick up of the pre-school/daycare children and eliminate any problem with blocking the neighbors' driveways.
- Chairman McGrath inquired about the septic system for the property and Mr Puente advised there had been no inspections on the septic system yet, and those inspections and inquiries regarding any required upgrades would go forward with the approval of the rezone to RD.
- Kropp inquired about fencing around the subject property and Mr Puente replied that other than the entry area the fencing was currently around the entire property.
- Keim inquired if Ms Temple would be running the daycare and preschool and Ms Temple replied she was the owner of the property but would not be running the facility and Ruth Palmer would be the Director for the pre-school/daycare and would operate the facility.
- In response to a question from Kehoe, Ms Temple stated no one would be living at the subject property.
- According to Ms Temple, the Fire Department had initially indicated the facility would be able to accommodate 50 to 80 children, subject to their final inspection.
- Ms Temple advised the operating hours would be approximately 6:30 a.m. to 6:30 p.m.
- There will be approximately 7 employees continued Ms Temple, and indicated the proposed parking plan for the facility.

Kropp motioned and Myers seconded to close public hearing. Motion carried.

- Kehoe suggested the number of children proposed for the pre-school/daycare should be indicated on the Legal Notice sent out to the surrounding property owners for the Conditional Use Permit for the pre-school/daycare.
- Myers inquired if City water was available to the subject property.
- Staff Engineer Badger stated City water, City sewer and City pressurized irrigation were available to the subject property. In response to a question from Kropp, Badger stated it would be likely that they would be required to connect to City sewer by South West District Health.

**Kropp motioned and Kehoe seconded to recommend to City Council the Rezone from RS 12 to RD for 1012 E Greenhurst Rd, for Jennifer Temple.
Motion carried.**

Regular Council
December 7, 2015

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

MOTION CARRIED

MOVED by Raymond and **SECONDED** by Kren to approve the modification of **Annexation and Zoning Development Agreement** between **Sundance Investments LLLP** and the City of Nampa, recorded 1/27/2010 as Instrument No 2010004254 replacing 11.83 acres of Commercial use with Single Family Residential use in the same RS 7 (Single Family Residential – 7,000 sq ft) zoning district, and adding a swimming pool and change room in the common area in the first phase of development for Canyon Creek Subdivision north of East Cherry Lane on the west side of North Can Ada Road (A portion of the SE ¼ of Section 1, T3N, R2W, BM – 255 residential lots on 86.59 acres for 2.94 lots per acre) all for **Iron Mountain Real Estate, Inc.** with the staff recommendations and authorize the City Attorney to draw the appropriate Ordinance. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

The Mayor opened a public hearing for a **rezone** from **RS 12** (Single Family Residential – 12,000 sq ft) to **RD** (Two Family Residential) at **1012 East Greenhurst Road** (A .53 acre 23,020 sq ft portion of Section 34-T3N-R2W SE 1/4 P & F Thompson Subdivision Lot 1 Block 3) for **Jennifer Temple**.

Jennifer Temple and Mario Fuenta presented the request.

Norm Holm presented the following staff report:

Planning & Zoning History: The P&F Thompson subdivision was developed while the area was located in Canyon County. This parcel is an original lot upon which a single family dwelling was built. The applicant determined to file for the CUP after the rezone is finalized by the City Council.

Proposed Land Uses: Owner is requesting the zoning change to accommodate conversion of the structure to a commercial daycare/school.

Surrounding Land Use and Zoning:

North- Single Family Residential, RS 12

South- High School, AG

East- Single Family Residential, RS 6

West- Single Family Residential, RS 12 then RS 8.5

Regular Council
December 7, 2015

Comprehensive Plan Designation: Medium Density Residential

Applicable Regulations: Rezones must be reasonably necessary, in the interest of the public, further promote the purposes of zoning, and be in agreement with the adopted comprehensive plan for the neighborhood. The proposed daycare/school use will require application for and issuance of a Conditional Use Permit under a separate hearing process.

Public Utilities:

8" sewer main along the south side of E Greenhurst Road
12" domestic water main adjacent the property in E Greenhurst Road
8" irrigation water adjacent the east property line.

At the present the structure is served by a private well/water system with sewage disposal being provided via a septic system.

Public Services: All present.

Transportation and Traffic: The property has existing driveway access from South Elder Street.

Environmental: The rezone would have little effect on the adjoining properties. The impacts of commercial daycare/school use of the property on the neighborhood would be minimal.

The requested rezone is appropriate and conforms with the Future Land Use Map designation as Medium Density Residential.

If the City Council accepts the Planning & Zoning Commission recommendation for approval of the rezone the following findings are suggested:

1. Rezone of the subject property to RD is reasonably necessary in order to allow the applicant to use the property as proposed.
2. Rezone of the subject property to RD is in the interest of the property owner and conforms to the adopted comprehensive plan designation of Medium Density Residential use.
3. The proposed daycare/school use of the subject property will be compatible with the existing educational uses established to the south around Skyview High School. The proposed daycare use will require application for and issuance of a Conditional Use Permit under a separate hearing process.

Regular Council
December 7, 2015

4. The use of a development agreement to establish any conditions for the rezone of the property serves no purposes.

At the date of this memo staff has received no statements of opposition or support from any property owners or residents of the area.

Councilmembers asked about the zoning to RP.

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

Councilmembers had questions on additional parking and on the use of a septic tank and well and not being hooked up to the City water and sewer.

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

MOTION CARRIED

City Attorney Aaron Seable said that what is before the council is a rezone.

MOVED by Haverfield to approve the request for a rezone from **RS 12** (Single Family Residential – 12,000 sq ft) to **RD** (Two Family Residential) at **1012 East Greenhurst Road** (A .53 acre 23,020 sq ft portion of Section 34-T3N-R2W SE 1/4 P & F Thompson Subdivision Lot 1 Block 3) for **Jennifer Temple**.

MOTION DIED FOR LACK OF SECOND

MOVED by Raymond and **SECONDED** by Kren to deny the rezone from **RS 12** (Single Family Residential – 12,000 sq ft) to **RD** (Two Family Residential) at **1012 East Greenhurst Road** (A .53 acre 23,020 sq ft portion of Section 34-T3N-R2W SE 1/4 P & F Thompson Subdivision Lot 1 Block 3) for **Jennifer Temple**. The Mayor asked for a roll call vote with Councilmembers White, Bills, Skaug, Kren and Raymond voting **YES**. Councilmember Haverfield voting **NO**. The Mayor declared the

MOTION CARRIED

Mayor Henry opened a public hearing for a **comprehensive Plan Future Land Use Map Amendment** from **Parks** to **Commercial** and **Rezone** from **Unzoned** to **BC** (Community Business) for a 3.5 acre portion of **103 Shannon Drive** (Lot 4 of Block 2 of Broadmore Commercial Park First Addition, a portion of the NE ¼ of Section 16, and a portion of the SE ¼ of Section 16, T3N, R2W, BM) for **Richard Evans and Russell Hunemiller**.

Dear Nampa City Council,

I appreciate you listening to our request for rezoning and for your service to our community. After our request for a rezone at 1012 E. Greenhurst was denied on December 7, 2015, I realized that there were important facts that you may not have been aware of at the time. I have listed these items below and feel that they are cause for reconsideration of the rezone for 1012 E. Greenhurst to be used as a commercial daycare.

1. You mentioned that you had concerns with the fact that the daycare was a commercial daycare/preschool and that it was in a residential community. There is a similar commercial daycare less than half a block from this location. It currently has approximately 50 children occupancy and is full to capacity. They are accessing Greenhurst as their main pull in and drop off location. Furthermore, they are located next to SkyView High School at 1127 E Greenhurst.
2. One of the council members was concerned with the possibility of the traffic being increased from our daycare being implemented. I understand your concern as I also previously lived in that area. I do believe that we have sufficient room to make this daycare/preschool possible without disturbing the flow of traffic (please see provided drawing). We have been able to widen our drop-off and pick-up area to three lanes. One lane would be for parking, if for some reason the parents needed to come into the facility. The second lane would be a pull through with a possible slow down for dropping off. The third lane would be for pulling through to park in our lot. In addition to this widening for a drive through, we also adjusted the parking lot to include 15 parking spots. We are fully aware of this concern and are willing to work with the city and governing bodies that help the city regulate these concerns.
3. In hindsight, we feel our original number of children stated to occupy the facility was inaccurate. We originally used a very basic calculation based on the square footage of the building footprint, which is not actually a true representation of the use of the facility. We have since more closely evaluated that we will likely have 5 rooms capable of handling 6 to 10 each for a realistic maximum child occupancy of 50
4. There was a question that night about why we were seeking the RD rezone instead of the RP rezone. We spoke with staff in the planning and zoning department about which way was the better option for us and which one made more sense for fitting into the area. It was then determined that there were two options for the area. The first being a RD option and the second being a RA option. We chose to go with the RD option to conform to the city master plan. The RD status requires that the property be a minimum of 7000 sq ft, which our property matches. For the RA zone, it requires 30,000 sq ft of property. If we needed to refinance or sell the property, we would then not be conforming and would have to request a variance. The RP option does not fit the area's city master plan and could have created a spot zone. We would then have to request a recumbent plan change in order for that rezone to work for that area. To keep things simple and clean, we chose the RD rezone request.
5. In the letter we received, one of the reasons given for the denial was because it was not a necessary addition to the community. In doing very little research by phone, I found that most of the surrounding daycares/preschools are full to capacity or very close to full, some with a wait list anticipating a one year wait (see attachment for the data I gathered). There are many subdivisions being added in this area alone and with the amount of anticipated additional

children that would be added to this area, there is truly a need for a daycare/preschool in this area. Another consideration is the state of Idaho pushing for more education at a younger age, preschool age. In Nampa, there is not a sufficient amount of preschools that are working towards this goal. Approximately 27 preschools are in the Nampa area, with a population of 88,211 residents (US Census 2014 data) with approximately 9.8% children under the age of 5 (US Census 2010 Data). That totals approximately 8000 kids. If every preschool had 50 children for their occupancy level, that only totals 1,350 kids in preschools. This leaves 6650 kids without an option to attend a preschool.

6. Another concern that was mentioned was when there was an event or program put on by the daycare/preschool, there would be no parking for the parents. This is something we are fully aware of and agree with. That is why when/if we have an event or program, we have many options in this area. There are schools and/or churches that we can work with to use their facilities to do these events. We have no intentions of having any events at the school itself that results in 50 parents trying to park at the site.
7. In hindsight, we feel our original number of children stated to occupy the facility was inaccurate. We originally used a very basic calculation based on the square footage of the building footprint which is not actually a true representation of the use of the facility. We have since more closely evaluated that we will likely have 5 rooms capable of handling 6 to 10 each for a realistic maximum child occupancy of 50.
8. There was also a mention of a concern about safety in regards to fire protection. This location is unique in that it is located across the street from the Nampa Fire Department station #2. As with any daycare/preschool, we also are bound by strict guidelines to adhere to the safety of the children by both the state and by the local fire department. Our commercial daycare would follow ALL of the laws for safety set by these governing departments. Our goal is always the safety of the children.
9. I remember there also was a concern about the property being on a septic and a shared well. When we spoke with the health district, they stated that there was no way they would give us a commercial permit for a daycare/preschool without us switching to the city utilities. We have already gotten bids for this conversion and have budgeted accordingly. We have every intention of following the guidelines that are set for us to get our license, including switching to city utilities.

No action has been taken on the conditional use permit at this time. Therefore, if the council agrees to reconsider, we ask the council to take action on the conditional use permit or remand it back to the committee for a decision as appropriate.

I appreciate your time in reconsidering this rezone request. I look forward to hearing your decision.

Sincerely,

Jennifer Temple

List of Daycares/Preschools called for availability:

- | | |
|------------------------------|----------|
| 1. Garden of Learning | 461-2278 |
| 2. Messiah's Children | 465-4511 |
| 3. Cowpoke Country Daycare | 463-0033 |
| 4. Kids' Stuff | 467-2178 |
| 5. TLC for Tots | 468-0040 |
| 6. Butterflies & Dragonflies | 466-KIDS |
| 7. Polaris Learning Center | 466-1322 |

Garden of Learning has approximately 60 children occupancy. They are full with a wait list for the younger children. There is a wait list available for the younger children with about 5 people currently waiting for an opening. There is some room left for the after school care.

Messiah's Learning has approximately 60 children occupancy. They offer 3 and 4 year old preschool only and both are currently full.

Cowpoke Country Daycare has approximately 50 children occupancy. They are currently full to capacity but you can be added to a wait list but unsure when an opening will actually occur.

Kids' Stuff Early Learning Center is an operation ran inside Nampa's First United Methodist Church. They do have some openings at this time.

TLC for Tots is a 75 children occupancy facility. They do not have an opening for the younger children at this time and currently have 2 children on a waitlist. The after school children do have a few openings left.

Butterflies & Dragonflies is a 63 children occupancy facility. They are full to capacity and are also running a wait list with no idea when an opening might occur.

Polaris Learning Center is a 112 occupancy limit for children and adults. They are currently full for both the 2 and 5 year olds. There is currently a wait list for the 5 year olds that is very long. The 2 year olds have about 5 people on the wait list.

Regular Council
December 21, 2015

The following ordinance was read by title:

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL, TO MODIFY THE ANNEXATION & ZONING DEVELOPMENT AGREEMENT TO WHICH THAT CERTAIN REAL PROPERTY COMMONLY KNOWN AS CANYON CREEK SUBDIVISION IS SUBJECT, DESCRIBED IN ORDINANCE NO. 3901 AND RECORDED ON JANUARY 27, 2010, AS INSTRUMENT NO. 2010004254, RECORDS OF CANYON COUNTY, IDAHO, TO REPLACE 11.83 ACRES, MORE OR LESS, OF COMMERCIAL USE WITH SINGLE FAMILY RESIDENTIAL USE IN THE SAME RS 7 (SINGLE FAMILY RESIDENTIAL – WITH A REQUIRED PROPERTY AREA OF 7,000 SQUARE FEET) ZONING DISTRICT, AND TO ALLOW FOR ADDING A POOL AND CHANGING ROOM IN THE COMMON AREA IN THE FIRST PHASE OF DEVELOPMENT; DIRECTING THE CITY PLANNING DIRECTOR TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH. (Applicant Iron Mountain Real Estate Inc.)

The Mayor declared this the first reading.

The Mayor presented a request to pass under suspension of rules.

MOVED by Raymond and **SECONDED** by Haverfield to pass the preceding ordinance under suspension of rules. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the ordinance duly passed and numbered it 4218 and directed the clerk to record it as required.

Mayor Henry presented a request for consideration of a corrected ordinance #4202 annexing certain lands commonly known as 16294 North Franklin Road and zoning said property as RMH, correcting an error in the legal description attached to the original ordinance of the development agreement.

MOVED by Bills and **SECONDED** by Haverfield to approve the consideration of the corrected legal for the development agreement for corrected ordinance 4202. The Mayor asked all in favor say aye with all councilmembers present voting **AYE**. The Mayor declared the MOTION CARRIED

Mayor Henry presented a request for reconsideration of a denial of a rezone from RS-12 to RD at 1012 East Greenhurst Road for Jennifer Temple, 60-child day-care.

Regular Council
December 21, 2015

MOVED by Haverfield and **SECONDED** by Bills to **allow the reconsideration for the rezone and call for a public hearing at a later date.** The Mayor asked for a roll call vote with all councilmembers present voting **YES.** The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **authorize the Mayor to sign Fiscal Year 2015 EPA Stormwater MS4 Annual Report.**

Michael Fuss presented a staff report explaining that Stormwater Municipal Separate Storm Sewer System (MS4) Permit Status:

- The Stormwater MS4 permit to discharge expired on October 14, 2014
- On July 7, 2014, the City submitted an application to the Environmental Protection Agency (EPA) for continued coverage under the National Pollutant Discharge Elimination System (NPDES) Phase II permit.
- On October 2, 2014, the EPA issued a letter to the City granting administrative extension under the Permit Year 5 conditions for October 15, 2014, through October 14, 2015.
- Since there were no required program changes during the year of administrative extension, this annual report is similar in content to the Year Five report, submitted to the EPA in January of 2015. A clarification letter was submitted stating the City would continue operations under the Year 5 requirements of the existing permit unless directed otherwise by the EPA.

Activities performed during Year 6, under the administrative extension of the MS4 Permit, focused on the continuation of Public Education and Outreach, Public Involvement and Participation, Illicit Discharge Detection and Elimination, Construction Site Runoff, wet and dry weather screening, Post-Construction Programs, Pollution Prevention/Good Housekeeping, and stormwater outfall monitoring.

The City has made significant progress in meeting the permit's public education and outreach requirements.

- In 2015, a contract was awarded to Langdon Group by the EPA to support continued efforts by Nampa's Stormwater Program. The scope of work (SOW) includes educational outreach, with a significant focus on bilingual outreach, and engagement with the Stormwater Advisory Group.
- In June 2015 the City renewed the Stormwater Education Outreach Memorandum of Understanding (MOU) and SOW for the partnership with the Nampa School District (NSD) until 2020. The MOU outlines the tasks NSD will complete in an effort to educate students about how they can help reduce pollutants of concern. The increase of community awareness of stormwater issues will result from students passing on knowledge to family, friends, and neighbors.

Norm Holm

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Tuesday, October 27, 2015 8:57 AM
To: Norm Holm
Subject: REZ 2040-15

Good Morning Norman,

The Nampa Highway District #1 has no objection to the Rezone from RS 12 to RD at 1012 E. Greenhurst Rd. for Jennifer Temple as it is not within our jurisdiction.

If you have any questions or comments feel free to contact us.

Thank you,

Eddy

Eddy Thiel
ROW
eddy@nampahighway1.com
4507 Highway 45. • Nampa, id 83686
TEL 208.467.6576 • FAX 208.467.9916

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Christopher Daly

From: Jonathan O'Brien
Sent: Thursday, October 15, 2015 12:31 PM
To: Christopher Daly
Subject: RE: Rezone from RS-12 to RD for 1012 E Greenhurst for Jennifer Temple to accommodate a daycare/school

Follow Up Flag: Follow up
Flag Status: Flagged

Comment from Martin Bautista – “no visible code violations”

Jonathan O'Brien

Administrative Assistant II
Code Compliance & Community Relations Division
City of Nampa

Phone: (208) 468-5473
Fax: (208) 318-9831
Email: obrienj@cityofnampa.us

From: Sylvia Mackrill
Sent: Wednesday, October 14, 2015 3:41 PM
To: Amanda Morse; Beth Ineck; Brent Hoskins; Carl Miller; Cheryl Jenkins; Compass (tlaws@compassidaho.org); Craig Tarter; Daniel Badger; Don Barr; Jeff Barnes; Jennifer Yost; Jim Brooks; Jonathan O'Brien; Kent Lovelace; Martin Bautista; Michael Fuss; Neil Jones; Patrick Sullivan; Robin Collins; Vickie Holbrook
Subject: Rezone from RS-12 to RD for 1012 E Greenhurst for Jennifer Temple to accommodate a daycare/school

REZ 2040-15:

Jennifer Temple has requested a Rezone from RS-12 to RD in order to accommodate a daycare/school at 1012 E Greenhurst Rd (they will also need to apply for a Conditional Use Permit for a commercial daycare for more than 12 children if the Rezone to RD is approved).

The application is scheduled on the Planning and Zoning Commission Agenda of November 10th as a public hearing item. Please review and forward any comments to Christopher Daly dalyc@cityofnampa.us prior to October 30th.

Thank you,

Sylvia Mackrill
City of Nampa Planning Department
208-468-5484
mackrill@cityofnampa.us

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Memorandum

To: Planning and Zoning

Cc: Daniel Badger, P. E., Staff Engineer

Cc: Michael Fuss, P. E., MBA, Nampa City Public Works Director

From: Jim Brooks – Engineering Division

Date: October 26, 2015

Re: Rezone request RS-12 to RD for Jennifer Temple

Address: 1012 E. Greenhurst Road

REZ2040-15 for November 10, 2015 Planning & Zoning Meeting

Current fire flow at this location is better than 2,000 GPM.

Applicant is desirous to have parcel rezoned to accommodate a daycare/school. Proposed daycare will be for more than 12 children, requiring that a conditional use permit be applied for, if the rezone is approved. At present the residence to be converted is served via a private well/water system with sewage disposal being provided via a septic system.

The Engineering Division does not oppose the granting of this rezone request.

Norm Holm

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Thursday, December 03, 2015 8:24 AM
To: Norm Holm
Subject: RE 2040-15

Good Morning Norman,

The Nampa Highway District #1 has no objection to the rezone from RS 12 to RD at 1012 E. Greenhurst Rd for Jennifer Temple.

If you have any questions or comments feel free to contact us.

Thank you,

Eddy

Eddy Thiel
ROW
eddy@nampahighway1.com
4507 Highway 45. • Nampa, id 83686
TEL 208.467.6576 • FAX 208.467.9916

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Planning & Zoning Department

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November 12, 2015

Jennifer Temple
11115 Chicken Dinner Rd
Caldwell, ID 83607

Subject: Rezone from RS 12 (Single Family Residential – 12,000 sq ft) to RD (Two Family Residential) at 1012 E Greenhurst Rd (REZ 2040-15)

Dear Ms. Temple:

The following is the decision of the Nampa Planning & Zoning Commission on the above request heard before them on November 11, 2015. This letter will stand as the Findings of Fact, Conclusions of Law and Decision required by Idaho Code Section 67-6535. The Planning Commission found the following concerning your requested rezone:

1. Rezone of the subject property to RD is reasonably necessary in order to allow the applicant to use the property as proposed.
2. Rezone of the subject property to RD is in the interest of the property owner and conforms to the adopted comprehensive plan designation of Medium Density Residential use.
3. The proposed daycare/school use of the subject property will be compatible with the existing educational uses established to the south around Skyview High School. The proposed daycare use will require application for and issuance of a Conditional Use Permit under a separate hearing process.
4. The use of a development agreement to establish any conditions for the rezone of the property serves no purposes.

Consequently the Planning Commission voted to recommend to the City Council approval of the rezone from RS12 to RD. Further consideration and public hearing on the rezone to BC has been scheduled before the City Council for their December 7, 2015 meeting. Should you have questions, feel free to contact me at 468-5446.

Sincerely,



Norman L. Holm, Planning Director
CITY OF NAMPA

Planning & Zoning Department

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December 9, 2015

Jennifer Temple
11115 Chicken Dinner Road
Caldwell, ID 83607

Subject: Rezone from RS 12 (Single Family Residential – 12,000 sq ft) to RD (Two Family Residential) at 1012 E Greenhurst Rd (REZ 2040-15)

Dear Ms. Temple:

The following is the decision of the Nampa City Council on the above request heard before them on December 7, 2015. This letter will stand as Findings of Fact and Conclusions of Law as required by Idaho Code Section 67-6535. The City Council did not accept the Planning & Zoning Commission recommendation to approve and found the following concerning the requested RD rezone:

- 1) Rezone of the subject property to RD is not reasonably necessary at the present time as the majority of the adjacent and surrounding properties to the north, east, and west are single family residential in character.
- 2) Rezone of the subject property to RD is in the interest of the property owner and generally conforms to the adopted comprehensive plan future land use map designation for Medium Density Residential land use. The size and scope of the proposed Commercial 50-80 children Daycare/School use is not in the interest of the surrounding property owners/residents and will be incompatible with residential living.
- 3) Rezone of the subject property to RD would result in a land use incompatible with residential properties and improvements in the area and detracting from the value and quality of surrounding area for continued residential purposes.

Consequently the City Council voted not to accept the Planning Commission approval recommendation and denied the rezone. By denying the rezone the City Council also effectively denied the opportunity for you to have legal standing for the consideration for Conditional Use Permit approval for the proposed Commercial Daycare/School use for 50-80 children.

You have two available options to obtain further consideration by the City Council in the matter. These include:

- 1) Reapply for the rezone application requesting that it be processed in connection with the execution of a development agreement in accordance with the provisions of Section 10-2-5 (copy attached). Through such agreements one may make written commitments concerning the use or development of a subject parcel in exchange for the change of zoning requested. Commitments made under such agreements are in addition to the regulations provided for in the zoning district by ordinance, and are established to assure compatibility of the resulting land uses with the surrounding area, or
- 2) Request reconsideration of the City Council's denial decision in accordance with the provisions of Section 10-2-10 (copy attached). The request must be made in writing and presented to the City Clerk within fourteen (14) days of the date on which the decision was made.

Should you have questions, feel free to contact me at 465-2224.

Sincerely,



Norman L. Holm, Planning Director
CITY OF NAMPA

Planning & Zoning Department

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December 22, 2015

Jennifer Temple
11115 Chicken Dinner Road
Caldwell, ID 83607

Subject: Request for Reconsideration of Rezone from RS 12 (Single Family Residential – 12,000 sq ft) to RD (Two Family Residential) at 1012 E Greenhurst Rd (REZ 2040-15)

Dear Ms. Temple:

The following is the decision of the Nampa City Council on the above reconsideration request discussed before them at their December 21, 2015 meeting. The City Council voted to agree to reconsider their prior decision on the rezone and authorized city staff to schedule a new public hearing on the matter. Further consideration and public hearing on the rezone to BC has been scheduled before the City Council for their January 19, 2016 meeting.

Should you have questions, feel free to contact me at 465-2224.

Sincerely,



Norman L. Holm, Planning Director
CITY OF NAMPA



PLANNING & ZONING DEPARTMENT

Before the Mayor & City Council
Meeting of 19 JANUARY 2015

PUBLIC HEARING ITEM NO. 2 STAFF REPORT

Applicant/Representative(s):
Michael and Diane Feyereisen
File No(s): VAR 2083-15
Analyst: Robert Hobbs

Requested Action(s): Variances to Nampa City Zoning Code(s) as follows:

1. From N.C.C. § 10-01-08(D) in order to allow an eight and one half foot (8' 6") tall rear yard fence (in lieu of six feet [6'] fence as allowed by code) [to remain] on their property...(note: as of 1/13/16 Applicant has requested postponement of review of item for 45 days – effectually until Council's meeting of March 07, 2016...see attached page 30)

Appertaining to:

A lot of land (Lot 1, Block 1 of Lonesome Dove Subdivision) addressed as 2709 Bannock Avenue in Nampa in a RS 6 (Single-Family Residential, 6,000 sq. ft. min. bldg. lot size) Zone...

Contents:

Conclusions of Law: Page 2
Staff Narrative Findings/Discussion: Pages 3-6
Recommended Condition(s) of Approval: Page 6
Attachments Description(s): Page 6

APPLICABLE REGULATIONS

10-24-1: [VARIANCE] PURPOSE:

The council is empowered to grant variances in order to prevent or to lessen practical development difficulties, unique site circumstances and unnecessary physical, geographical hardships inconsistent with the objectives of zoning as would result from a literal interpretation and enforcement of certain of the bulk or quantifiable regulations prescribed by this title.

A variance shall not be considered a right or special privilege, but may be granted to an applicant only upon a showing of undue hardship because of: a) special characteristics applicable to the site which deprive it of privileges commonly enjoyed by other properties in the same zone or vicinity, and b) the variance is not in conflict with the public interest. Hardships must result from special site characteristics relating to the size, shape or dimensions of a site or the location of existing structures thereon, from geographic, topographic or other physical conditions, or from population densities, street locations or traffic conditions or other unique circumstances.

Variances are not intended to allow something that others do not have a permitted right to do. The purpose of a variance is to provide fair treatment and to see that individuals are not penalized because of site characteristics beyond their control. (Ord. 2140; amd. Ord. 2978)

10-24-2: ACTIONS:

- A. Granting Of Variance Permit: The council may grant a variance permit with respect to requirements for fences and walls, site, area, width, frontage, depth, coverage, front yard, rear yard, side yards, outdoor living area, height of structures, distances between structures or landscaped areas as the variance was applied for or in modified form if, on the basis of application, investigation and evidence submitted, the council concludes the following:**
- 1. Literal interpretation and enforcement of the regulation would result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of the zoning ordinance.**
 - 2. There are extraordinary site characteristics applicable to the property involved or to the intended use of the property which do not apply generally to other properties classified in the same zoning district.**
 - 3. Literal interpretation and enforcement of the regulation would deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district.**
 - 4. The granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.**
 - 5. The granting of the variance will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.**

STAFF FINDINGS AND DISCUSSION

I. Variance Introduction:

Variations are traditionally offered zoning tools used as remedies to seek jurisdictional waivers or reductions of quantifiable, measurable development code requirements (e.g., setbacks, property dimensions, height standards, min. or maximum quantities or sizes, etc.) with which compliance in a given situation could not be attained due to site constraints (such as unusual topography) inherent to a property, rather than being the result of an applicant's own action(s)/development desires. Normally, economic considerations or "self-imposed hardships" or predicaments are not qualifying grounds to support a Variance application or its approval. As noted in the planning text The Practice of Local Government Planning (ICMA, 1988, 2nd ed.),

"Many requests for variances are for minor bulk variances in existing neighborhoods: for example, expansions of patios or carports one or two feet into designated side-yard setbacks. On such matters the zoning board becomes a sort of neighborhood arbitration board, dealing with physical hardships. Although these hardships are rarely great, this should be weighed against the extent of the public sector's stake in the somewhat arbitrary determination that a 10-foot- side yard is superior to a 9-foot one."

In Nampa, in order to justify a Variance Permit request, an applicant is tasked with arguing successfully to the City's Council that there is some aspect of the Property that physically, topographically or based on code requirements puts them at a disadvantage in trying to accomplish what they wish in comparison to like properties, especially in the surrounding area.

If the Council believes that there is no real topographical hardship associated with a Variance application (e.g., a river, a highway or a mountain in the way, etc.), then left to the applicant is the opportunity to argue that there is a "unique site circumstance" sufficient to justify their request. In times past, Variance Permits have been issued on a case by case basis where a unique situation could be determined to exist that pertained to a Variance application. Thus, historical matters, errors by the City or County, demonstrated lack of knowledge concerning a code by an applicant or their contractor, common sense "solutioning", development precedent and a variety of other mitigating factors have been evaluated in conjunction with these kinds of applications for relief from quantifiable, measurable standards adopted as law via Nampa's zoning ordinance.

Council is at liberty to approve or deny a Variance. And, their vote should not necessarily be construed as setting precedent -- for nothing binds them to vote the same way twice other than their own perceptions and those of others that they may be concerned with. Still, consistency is a desirable goal when dealing with case by case Variance requests. As a Variance decision is a "quasi-judicial" matter, any vote to approve or deny should be accompanied by a reasoned statement listing the rationale for the decision made.

II. This Application:

As Variance Permits have been used to provide opportunity for an applicant to seek relief from a dimensional or quantifiable, metric standard, this request was received to ask the Council to consider allowing a section of elevated fencing attached to an existing six foot (6') high rear yard fence by the Applicants to remain. The Applicant's have provided the Council, in

their narrative, the rationale they believe justify their request (copy hereto attached). As submittal of the Variance application was prompted by a neighboring property owner's complaint about the fence, the Council should also read that neighbor's statement of opposition (copy also hereto attached).

The history surrounding this matter is provided in the application narrative the Mitts' letter of opposition. With the elimination of arborvitae that provided a visual barrier between the Applicant's Property and the property belonging to their rear yard neighbors (the Mitts), and, the subsequent attachment of additional fencing to the existing six foot fence by the Applicants as a substitute for the arborvitae, a fence code violation was created.

As this is a Variance request, it is the obligation of the Applicant to present such facts and persuasive arguments as to convince the Council that there exists some form of hardship or other unique site circumstance to justify issuance of the requested permit. The review criteria the Council is to use in assessing the application are those in bold font listed at the beginning of this report under the heading of "Applicable Regulations", "Actions" 1-5.

III. General Findings and Opinion:

1. The Property made the subject of this Variance request is located within the incorporated limits of the City of Nampa; and,
2. The Applicant has a controlling interest in the Property and is authorized to represent the same or allow another party to represent the same in this matter; and,
3. The Applicant proposes that a 66' long section of rear yard fencing originally six feet (6') in height and now measuring some eight feet ten inches (8' 10") in height be allowed to be preserved, as presently constituted; and,
4. As authorized and mandated according to Idaho statute, the City has adopted a comprehensive zoning ordinance that applies to all properties within the City's incorporated limits and, by limited form and fashion, to areas within its negotiated impact area; and,
5. The City's zoning ordinance requires that re-developed properties in the RS 6 Zone comply with all relevant zoning code requirements appertaining thereto (including emplacement of any requisite, extant site improvements); and,
6. That among RS 6 zoning regulations, a rear yard fence height standard exists which caps the height of such fences at six feet (6'); and,
7. The Applicant seeks a Variance Permit from the City of Nampa in order to allow an increased rear yard fence height – proposed to be increased from six feet (6') to eight feet ten inches (8' 10") along the rear of their Property for some 66' of run; and,
8. The Applicant has submitted to the City a complete Variance Permit Application together with the requisite fee, and the City has received the application; and,
9. The Variance Application is being processed in conjunction with procedures compliant with the Local Land Use Planning Act, and Nampa Zoning Ordinance standards appertaining to such an application type; and,

10. Variances, as a rule, are not to be issued simply for economic reasons or convenience; they "shall not be considered a right or special privilege, but may be granted to an applicant only upon a showing of undue hardship because of: a) special characteristics applicable to the site which deprive it of privileges commonly enjoyed by other properties in the same zone or vicinity"; and,
11. Further, a statement has been provided that attempts to justify the Variance request as some type of topographical or other physical site hardship that restricts Property development or "buildout" or use of land as allowed to other City properties; and,
12. The City's Planning and Zoning Department Staff note that the proposed fence height variance request is expressly purposed to provide and return privacy and security to their property beyond that provided by a six foot (6') fence in response to the removal by Norman and Rhonda Mitts residing at 2904 S. Flathead of a series of arborvitae trees on the Mitts' property that formerly provided screening between Applicants and the Mitts; and,
13. Property owners Norman and Rhonda Mitts residing at 2904 S. Flathead Place in Nampa have expressed [written] opposition to the application; and,
14. Property owners Mark and Angela Wachsmuth residing at 2907 S. Flathead Place in Nampa have expressed [written] opposition to the application; and,
15. No property owners have expressed support for the application; and,
16. The City's Engineering Division has expressed that they are not opposed to the application; and,
17. The City's Building Department has expressed that they are not opposed to the application and has provided a requirement in the event the Variance Permit is approved; and,
18. The Nampa Highway District has expressed that they are not opposed to the application; and,
19. No direct physical impact on the general public by this request is foreseen by virtue of this request were it approved; expected impact would be center, rather, on the question any approval raises as to its propriety, possibly including a perceived setting of precedence for similar fence code deviations given compliance to fence standards demonstrated by other persons/parties in the City; and,
20. No other cases of fence height variances to the extent proposed are believed to be of record within the City; and,
21. Attached to this report is all of the information Staff had by the time this report was ready to go to print.

Opinion:

In Nampa, as pertaining to land use variance permit requests, a burden rests upon an applicant to argue persuasively to the City's Council that one or more conditions related to the property they represent interfere with the applicant's use of their land in manner and form commensurate

with that enjoyed most particularly by their neighbors. Each variance application is reviewed on a case by case basis and the merits of the matter are weighed in the public venue. Public testimony is received and the opinions of City departments or outside agencies submitted to the Council for their consideration.

With respect to the matter made the subject of this report, notwithstanding the understandable arguments made by the Applicant, Staff also observes as follows:

- A) That while there is a grade differential between the Property and those lots behind it owned by the Mitts and Wachsmuths, it is fairly de minimis compared to similar situations in other neighborhoods (e.g., Trinity Hills being the most ostentatious example) where fence standards are still respected, grades notwithstanding; and,
- B) Neighbors to the Applicants have expressed reasoned arguments opposing the Application; and,
- C) While a privacy screen is perhaps welcome by all parties involved in this matter, given the heights of their homes and proximities to property lines, other solutions exist to establish a privacy screen between lots that do not engender fence code violations (e.g. planting of new arborvitaes, emplacement of a screen structure of some kind on the Applicant's Property behind the fence, out of the 5' rear yard setback [and also out of the 12' irrigation easement on the Property unless approved otherwise by City Engineering], and built upon approval via a Building Permit if one is deemed needful by the City's Building Department); and,
- D) There is no known precedent that Staff is aware of where Council has in the past approved a similar application.

RECOMMENDED CONDITION(S) OF APPROVAL

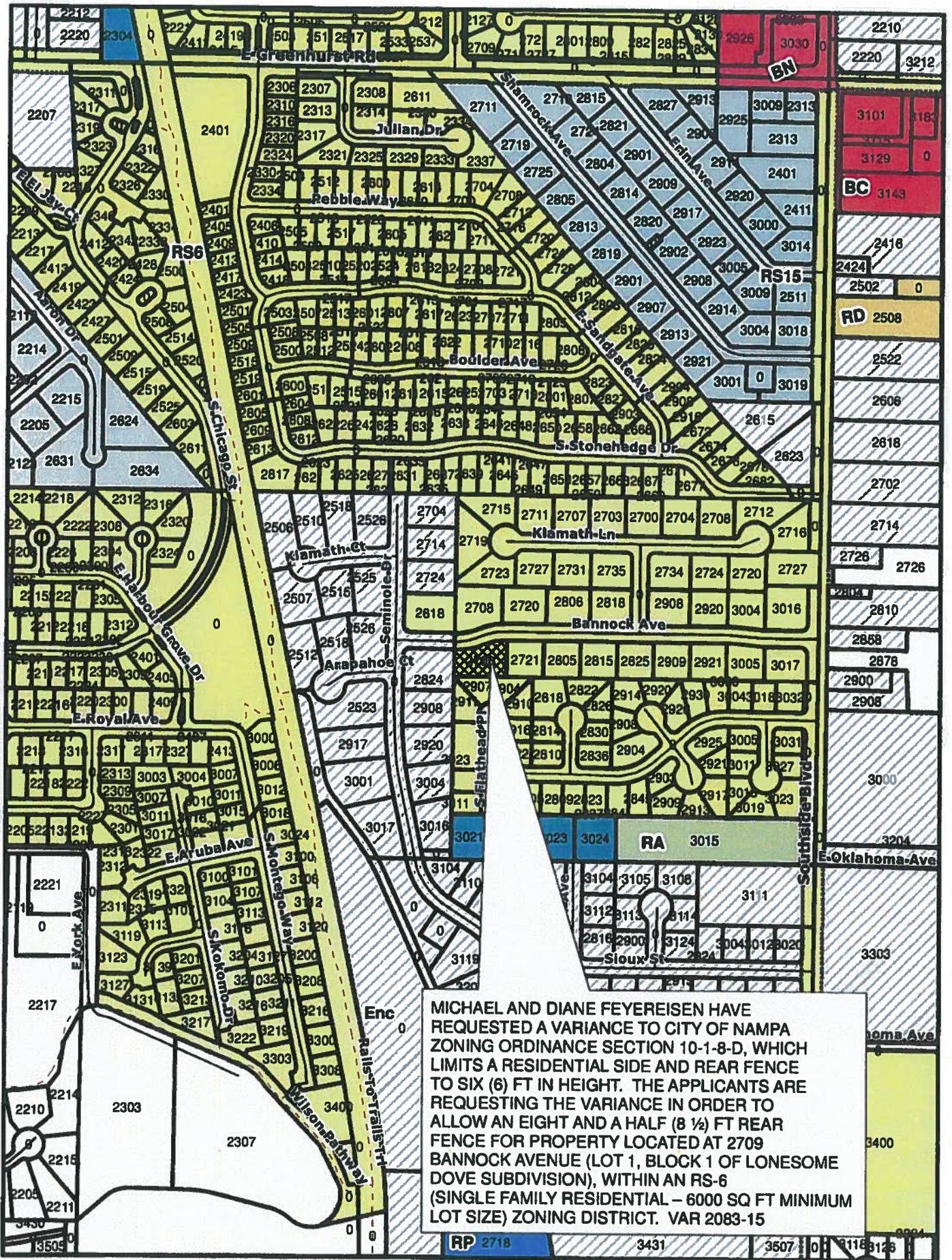
Should the Council vote to approve this Variance request, then Staff recommends that they consider imposing the following Condition(s) of Approval against the same:

Generally:

1. Applicant(s) shall comply with all applicable requirements [including obtaining a Building Permit and Fence Permit] as may be imposed by City agencies appropriately involved in the review of this request (e.g., Nampa Fire [inspection], Building, Planning and Zoning and Engineering Departments, etc.) as the Variance(s) approval does not, and shall not, have the affect of abrogating requirements from those agencies or City divisions/departments...

ATTACHMENTS

- Copy of Vicinity Map (page/Exhibit 7)
- Copy of application form (page/Exhibit 8)
- Copies of digital/aerial image (page/Exhibit 9)
- Copies of Applicants' narratives, digital photos and postponement request (pages/Exhibits 10-22)
- Copies of Mitts' correspondence and digital photos (pages/Exhibits 23-30)
- Copies of Wachsmuths' correspondence and digital photo (pages/Exhibits 31-32)
- Copies of any department/agency correspondence (pages/Exhibits 33+)



MICHAEL AND DIANE FEYEREISEN HAVE REQUESTED A VARIANCE TO CITY OF NAMPA ZONING ORDINANCE SECTION 10-1-8-D, WHICH LIMITS A RESIDENTIAL SIDE AND REAR FENCE TO SIX (6) FT IN HEIGHT. THE APPLICANTS ARE REQUESTING THE VARIANCE IN ORDER TO ALLOW AN EIGHT AND A HALF (8 1/2) FT REAR FENCE FOR PROPERTY LOCATED AT 2709 BANNOCK AVENUE (LOT 1, BLOCK 1 OF LONESOME DOVE SUBDIVISION), WITHIN AN RS-6 (SINGLE FAMILY RESIDENTIAL - 6000 SQ FT MINIMUM LOT SIZE) ZONING DISTRICT. VAR 2083-15



1/9/16 CC
Robert

APPLICATION FOR VARIANCE

City of Nampa, Idaho

VAR 2083-15

8

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by a nonrefundable fee of \$255.00

Name of Applicant/Representative: Michael & Diane Feyereisen Phone: 466-6732

Address: 2709 Bannock Ave City: Nampa State: ID Zip Code: 83686

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

Owner Name: Michael & Diane Feyereisen/MDF Trust Phone: 466-6732

Address: 2709 Bannock Ave City: Nampa State: ID Zip Code: 83686

Address of subject property: 2709 Bannock Ave, Nampa, Idaho

Is a copy of one of the following attached? (circle one) Warranty Deed Proof Of Option Earnest Money Agreement.

Subject Property Information

(Please provide one form of the following REQUIRED DOCUMENTATION to complete the legal annexation):

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

Subdivision Lonesome Dove Lot 1 Block 1 Book 22 Page 2

An accurate scale drawing of the site and any adjacent property affected, showing all existing and proposed locations of streets, easements, property lines, uses, structures, driveways, pedestrian walks, off-street parking and off-street loading facilities and landscaped areas.

Miscellaneous information, considered pertinent to the determination of this matter, (See Attached #1)

Project Description

State the nature of the variance request and the practical difficulty or unnecessary hardship, which would result from a literal interpretation and enforcement of the specific regulation for which the variance is being sought, (attach additional pages if necessary):

Fence Height - (See attached #2)

Dated this 20 day of December, 20 15

Michael Feyereisen
Applicant Signature

NOTICE TO APPLICANT

This application will be referred to the Nampa City Council for its consideration. The City Council shall hold a public hearing on the application and it shall be granted or denied. Notice of the public hearing shall be sent to adjacent property owners no less than 10 or more than 30 days prior to the hearing. You will be given notice of the public hearing and should be present to answer any questions.

A variance shall not be considered a right or a privilege, but will only be granted upon showing the following undue hardship:

1. Special characteristics of the site, which deprive it of privileges commonly enjoyed by other properties in the same zone or vicinity, and
2. The variance is not in conflict with the public interest.

Variances are not intended to allow something that others do not have a permitted right to do.

The use or construction permitted by a variance must be commenced within a 6 month period. If such use or construction has not commenced within such time period the variance shall no longer be valid. Prior to the expiration of the 6-month period the applicant may request from the city Council an extension for up to an additional 6 months from the original date of approval.

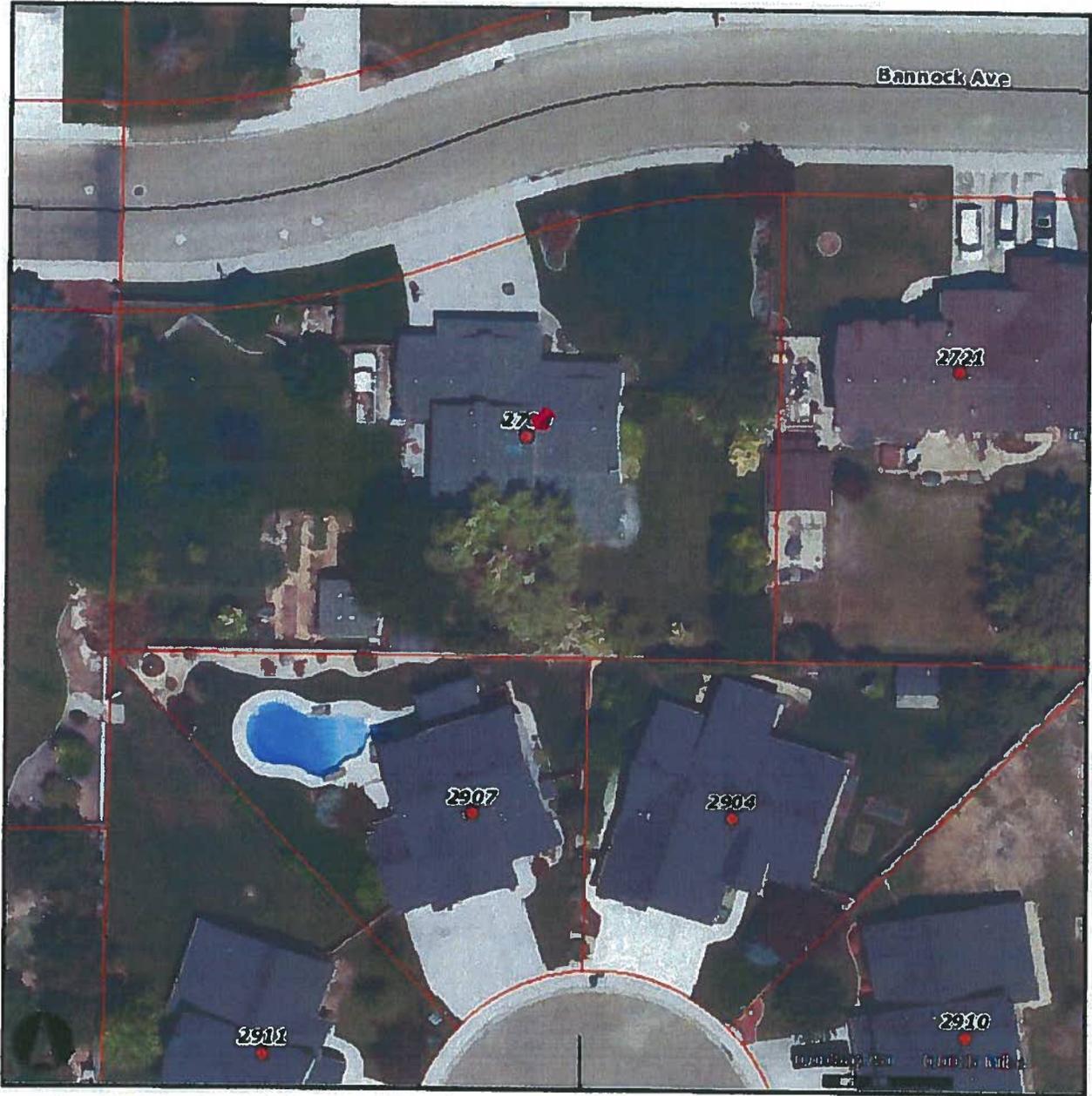
For Office Use Only:

File Number: VAR2083 - 2015

Project Name: Feyereisen Fence height

Map

9



Address Candidates



Address Points



County Parcels



Attachment #1

NATURE OF VARIANCE: 8½ ft fence height on the back of our property at 2709 Bannock Avenue

We are requesting a variance in fence height so we can have privacy, noise reduction and security, not only in our backyard, but also in the living space in the back of our home. At this time, we have NO privacy in either place.

The two homes and patios behind us (2904 and 2907 S. Flathead Place) were both built (Status Homes) extremely close to the property line and were also graded approximately 3 feet higher than our property. 2907 S. Flathead Place is also a two-story home with a pool. These homes are also in a different subdivision (Madison Place). Pictures A through E

On November 8, 2015, without warning, 2904 S. Flathead Place cut down 11 year old 13-16 foot arborvitaes, which lined part of our fence on one side of our backyard. This has left us completely exposed in our backyard and in our living space in the home, including the kitchen, dining and family room. With the homes being so close and being graded higher, this is not reasonable. In order to have privacy and a sense of security, we must keep our blinds and curtains closed at all times. They are also fully exposed, to the point that when we are in the kitchen, we can see what they are watching on television. Picture F

This recent lack of privacy and public setting will affect the value and future sale of our home.

Our neighbors to the left in our subdivision have a higher fence on the left side of their yard. The fence we share with them is 6 feet high, but since the property was graded properly, we each have the privacy that is expected in this type of subdivision. Picture G

A higher fence would not obstruct any views and will be stained as soon as weather permits. Picture H

We have the approval and full support of our HOA.

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We believe a higher fence height would be beneficial to all involved, give each property owner the privacy, noise reduction and security we all need, therefore letting us coexist peacefully, at no cost to either neighbor. This seems the best and most immediate solution to this unacceptable situation.

Attachment #2

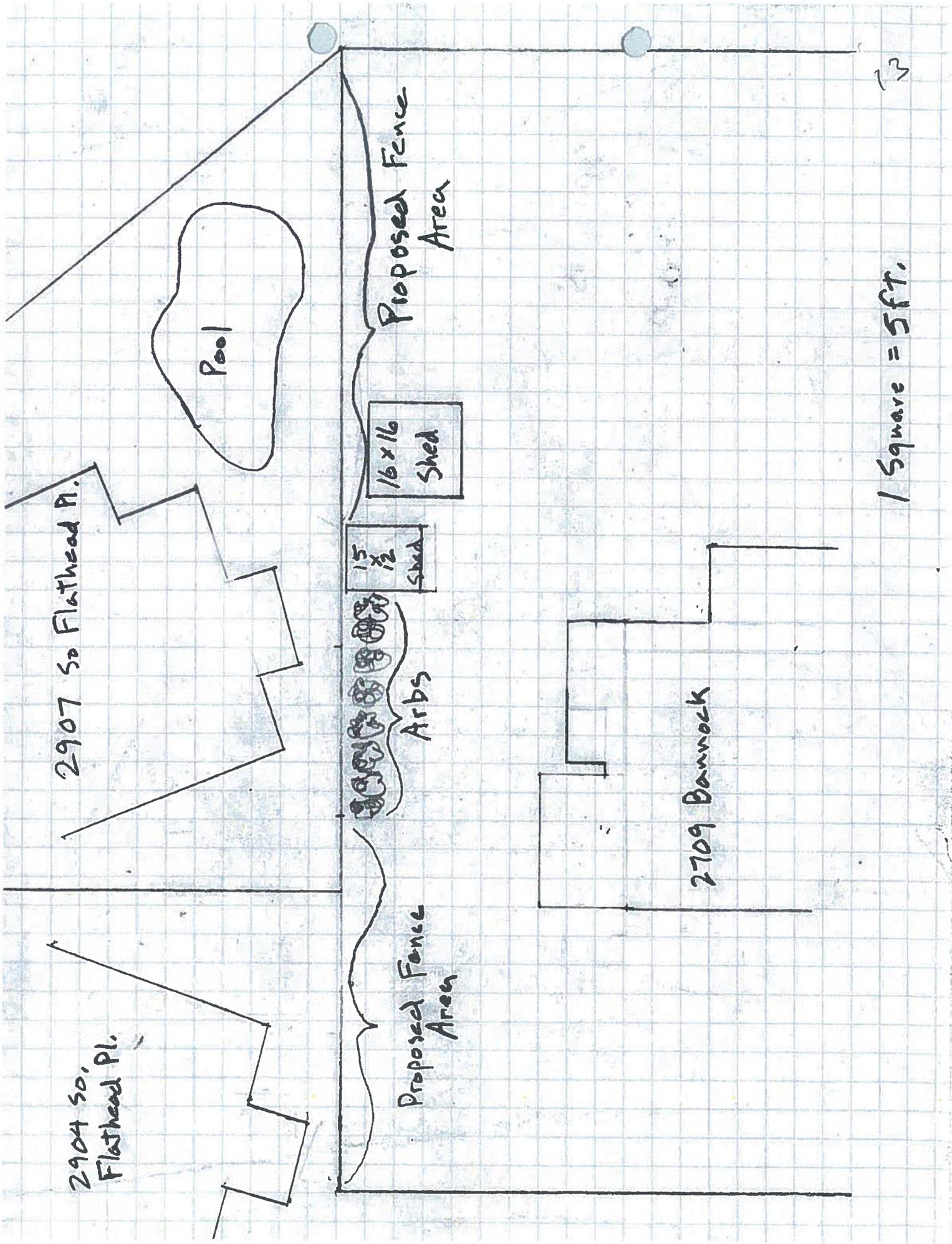
NATURE OF VARIANCE: 8½ ft fence height on the back of our property at 2709 Bannock Avenue

If our variance request is not granted, the enjoyment of our home, inside and out would be greatly diminished. We have a beautiful home and lot, which as of this time, cannot be enjoyed without the privacy and security that the other homes in our subdivision expect and enjoy. Being able to sit in the backyard or at our kitchen table without having any privacy and having to keep the curtains closed is not reasonable. This has made us extremely uncomfortable and insecure in our home.

Taking into consideration the proximity of the homes behind us and the grading issue, a 6 foot fence is not sufficient. Through circumstances beyond our control, our quality of life, enjoyment, security, and value of our home have suffered.

We appreciate your consideration of these unique circumstances surrounding these three properties.

We strongly feel that this would benefit all property owners involved.



2907 So Flathead Pl.

Pool

Proposed Fence Area

16x16 Shed

15x12 Shed

Arbs

2709 Bannock

Proposed Fence Area

2904 So. Flathead Pl.

1 Square = 5ft.



Property Lines

A

15



2907 S. Flathead Place

B



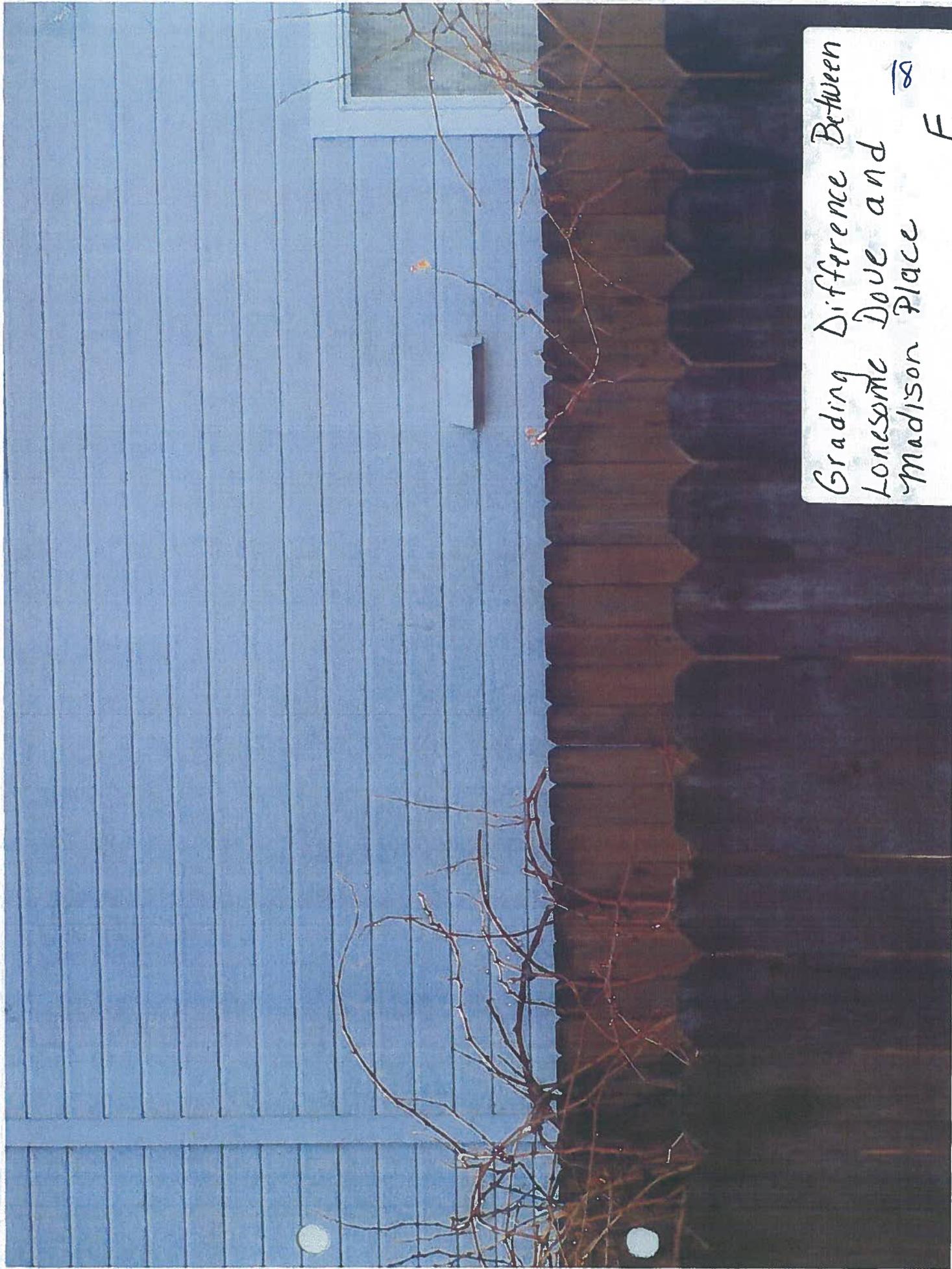
2907 S. Flathead Place
C



2907 S. Flathead Place

D 17

Grading Difference Between
Lonesome Dove and
Madison Place $\frac{1}{8}$
E



19



2904 S. Flathead Place

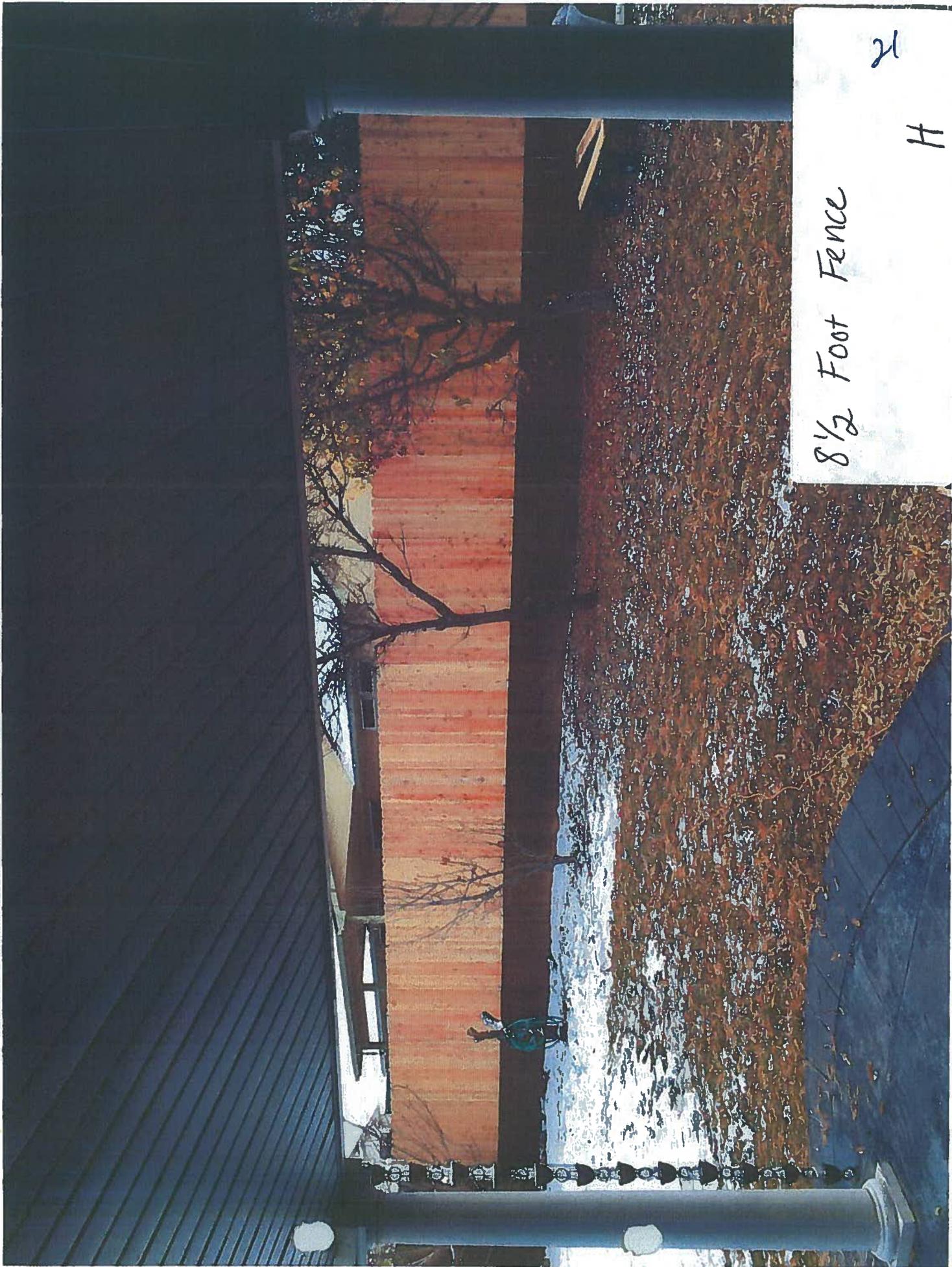
F



Neighbors To Left
on Bannock

20

G



8 1/2 Foot Fence

21

H

To City Council,

1-13-16 22

I am requesting a postponement of my variance request scheduled for Jan 19. I would like a 45 day extension if possible. Thanks for your consideration

Michael Feyereisen

Michael Feyereisen

Planning Director
City of Nampa
411 3rd St So.
Nampa, Id 83651

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Project: VAR 2083-15

Our home at 2904 S Flathead Place was built in 2003 with an Elevation of 2,541 ft according to Google Earth. It is a one story home with a bonus room over the garage. The home was previously owned by Bill and Linda Bleckmann who were the first owners to purchase it. We purchased it on August 24, 2012. We were excited about buying the property for many reasons but were especially impressed by the vegetation and especially the landscaping which included 21 Emerald Arborvitae trees about 25 ft. tall across the back of the yard and approximately 2 ft in front of the privacy fence. Unfortunately, regardless of our attempts to keep these trees alive for the last three years, they continued to die and were a mess to continually clean up the dead foliage, so we decided that it was no longer worth the effort and expense to nurse them and cut them down about Oct 29th 2015. We then paid \$150 to have a tree service come to our house and shred the trees.

Mr. and Mrs. Feyereisens' property at 2709 Bannock appears to be a 1 1/2 story home with an upper addition being on the back of the house. It was built in 1998 and has an elevation of 2539 ft. This is 2 feet lower than our house. They bought the house on Feb. 10, 2004 and I assume they moved in at that time. I can't say for certain when the Arborvitae trees in our yard were planted but I can be very certain the trees were not of any significant height to afford the Feyereisens any privacy when they purchased their property less than a year after the Bleckmanns moved into our house. Mr. Feyereisen told my wife and I that the 6 foot fence is his and we can't argue that as we don't know who paid to have it installed. Apparently a 6 foot fence was sufficient for their privacy at that time otherwise he would have put Arborvitaes in his yard to supplement additional height for privacy.

Not only does the heightened privacy fence create an eyesore from our yard, but we are concerned about what it does to our property value now that it is up. Anyone wanting to purchase our house would seriously wonder what the neighbors were either trying to hide or be turned off by the appearance of the fence. The increased height was done by the Feyereisens screwing in new 6 foot boards to their side of the existing fence so they are 33 inches above the existing fence giving it a height ranging from 8 ft 6 inches to 8 ft 10 inches. The heightened portion of the fence extends 51 feet along along our property line and abruptly ends when it meets the other

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neighbors fence behind our house. This house is located at 2721 Bannock. It also extends approximately 15 ft from the corner of our lot in the other direction and again ends abruptly in the back of 2907 S. Flathead Place. The fence is located 16 feet from the rear corner of our house. My wife and I feel as if we are now walled in by this unsightly fence. As far as privacy goes, they seem to have the advantage as they can look into our backyard from the upper rooms of their home. I would have to have a tall ladder to look into their yard if I felt the need to.

Sincerely,


Norman & Rhonda Mitts

6 attachments included

6



25

CORNER VIEW OF OUR LOT # 2907 S. FATHERLAND HEIGHTS FENCE IS ROUGHLY 15 FEET BEYOND OUR BOUNDARY FENCE



01/05/2016 18:08

at
HEIGHT OF THE FENCE AT THIS POINT IS 8 FT 9 INCHES.
ALL NEW BOARDS ARE 33 INCHES HIGHER THAN THE EXISTING 6 FT 9 INCHES

2

27



3

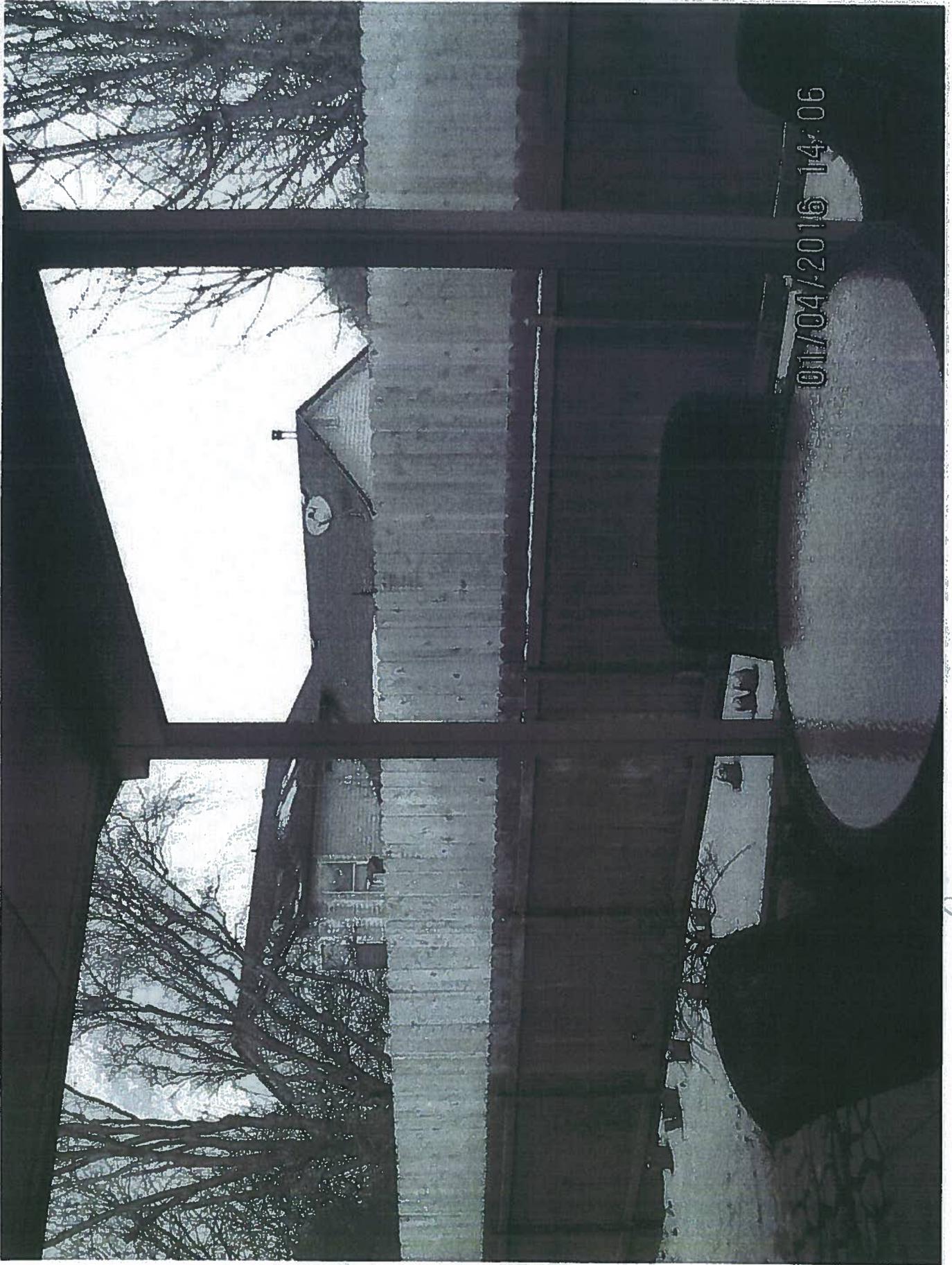


The New Fence

END OF THE HEIGHTENED FENCE. WE REMOVED BAMBOO FENCING THAT WAS ATTACHED TO THE FENCE BY THE PREVIOUS OWNER THAT ENDED WITH

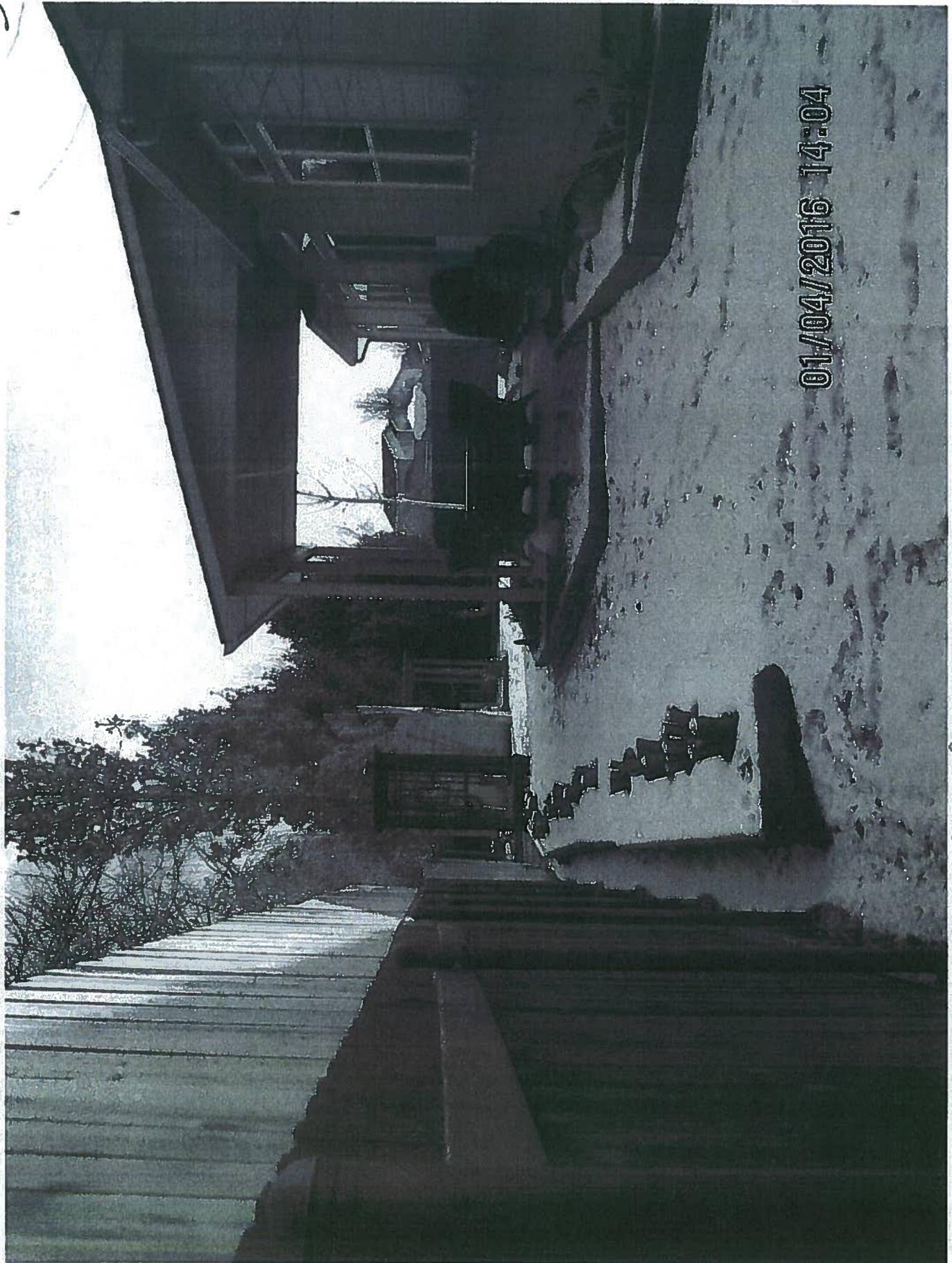
4

29



VIEW LOOKING FROM OUR PATIO

S



30

21 ARBOREVITAE STUMPS LEFT AFTER WE CUT THEM DOWN. NOISE THAT THE BACK CORNER OF HOUSE IS 16 FEET FROM THE FENCE

2907 S Flathead Pl
Nampa, ID 83686

January 11, 2016

Ms. Sylvia Mackrill
Administrative Manager
Planning and Zoning Dept
411 3rd Street South
Nampa, ID 83651

Dear Ms. Mackrill:

We are writing to express our strong opposition to the fence variance request to be presented at the City Council meeting on January 19, 2016, by Mr. and Mrs. Feyereisen, owners of the residence at 2709 Bannock Avenue, in Nampa, Idaho.

Recently the Feyereisens added picket "extensions" to an existing 6 foot cedar fence that runs along the north side of our shared property line. Please see enclosed picture. The extension creates a new fence height of approximately 8'10", extends in length along our shared property line, and ends abruptly at a distance of 12'6" from the northeast corner of our lot. We request the "extensions" be removed and the fence returned to its original, legal height of 6', thus eliminating the structure that not only violates the Nampa city code, but also creates a property devaluating eyesore.

Thank you for your time.

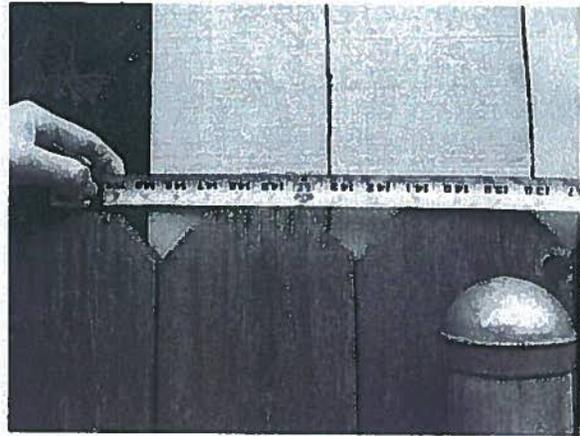
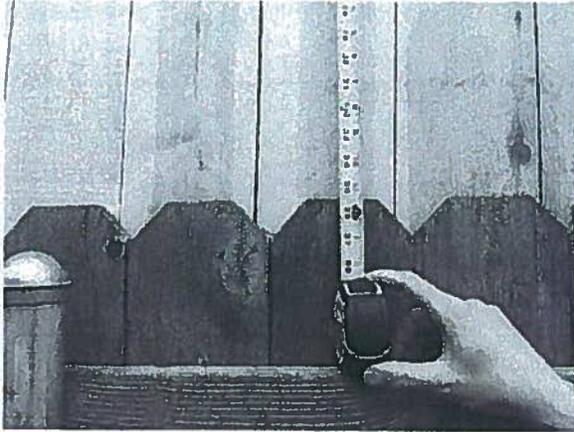
Sincerely,



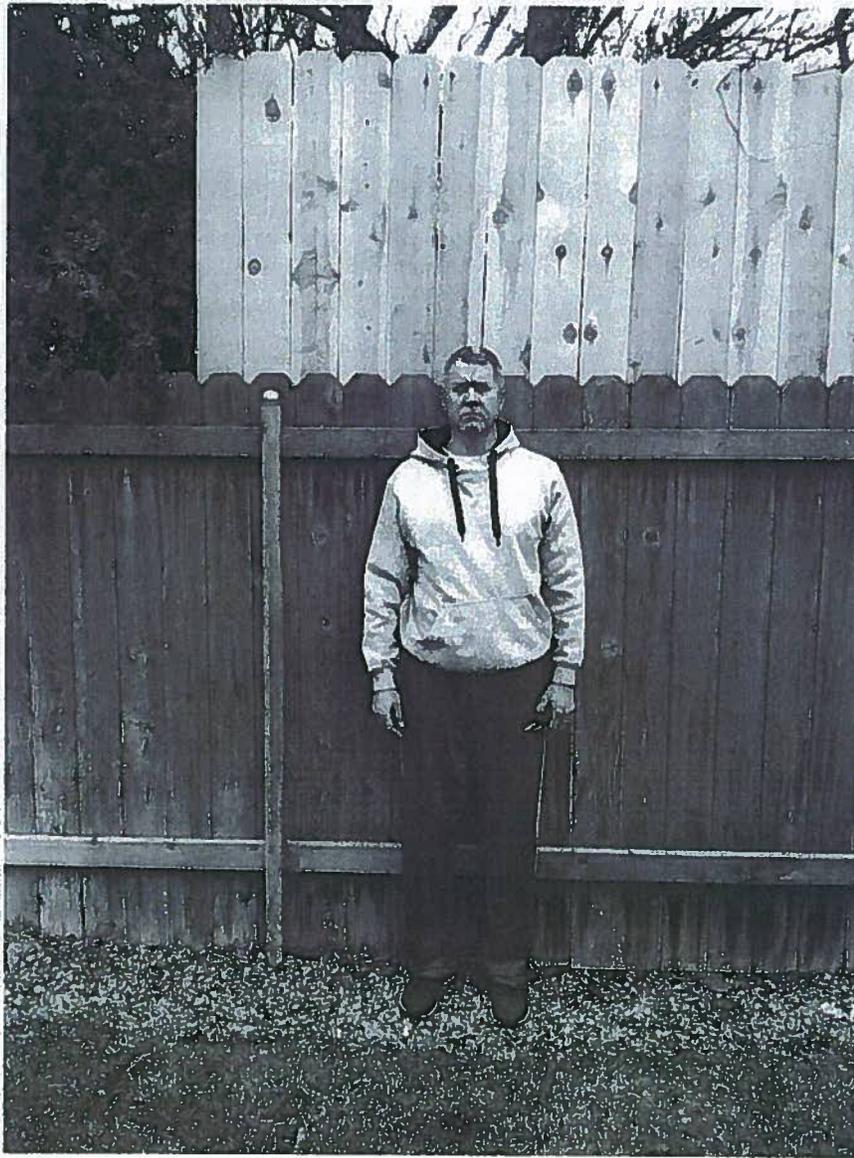
Mark & Angella Wachsmuth

32

height of
'extensions'
almost 3 ft
above
existing
fence



length of
'extensions'
over 12 feet



32

Memorandum

To: Mayor and City Council
Cc: Planning and Zoning
Cc: Daniel Badger, P.E., Staff Engineer
Cc: Michael Fuss, P. E., Nampa City Public Works Director
From: Jim Brooks – Engineering Division
Date: December 30, 2015
Revised:
Applicant: Michael and Diane Feyereisen
Address: 2709 Bannock Avenue (Lt. 1, Blk. 1 Lonesome Dove)
Re:

VAR2083-15 for the January 19, 2016 City Council Meeting

The Engineering Division has no concerns with the granting of this request.

Current fire flow at this location is better than 1,500 GPM.



Sylvia Mackrill

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From: Neil Jones
Sent: Wednesday, December 30, 2015 7:06 AM
To: Sylvia Mackrill
Subject: RE: VAR2083 15 2709 Bannock Ave for Michael and Diane Feyereisen

They will need to pull a Building permit and it will be more than the \$8.00 fence permit, that the Planning Department has. Fee will be based on the cost of the fence. (Labor and material)

Neil W. Jones
Assistant Building Official

From: Sylvia Mackrill
Sent: Tuesday, December 29, 2015 4:09 PM
To: Amanda Morse <morsea@cityofnampa.us>; Beth Ineck <ineckb@cityofnampa.us>; Brent Hoskins <hoskinsb@cityofnampa.us>; Carl Miller <CMiller@compassidaho.org>; Compass (tlaws@compassidaho.org) <tlaws@compassidaho.org>; Craig Tarter <tarterc@cityofnampa.us>; Daniel Badger <BadgerD@cityofnampa.us>; Don Barr <barrd@cityofnampa.us>; Jeff Barnes <barnesj@cityofnampa.us>; Jennifer Yost <yostj@cityofnampa.us>; Jim Brooks <brooks@cityofnampa.us>; Kent Lovelace <lovelacek@cityofnampa.us>; Marlen Salinas <salinasm@cityofnampa.us>; Michael Fuss <fussm@cityofnampa.us>; Neil Jones <jonesn@cityofnampa.us>; Patrick Sullivan <sullivanw@cityofnampa.us>; Ray Rice <ricer@cityofnampa.us>; Robin Collins <collinsrr@cityofnampa.us>; Tina Fuller <tfuller@compassidaho.org>; Vickie Holbrook <holbrookv@cityofnampa.us>
Subject: FW: VAR2083 15 2709 Bannock Ave for Michael and Diane Feyereisen

This time with attachment.

From: Sylvia Mackrill
Sent: Tuesday, December 29, 2015 3:58 PM
To: Amanda Morse; Beth Ineck; Brent Hoskins; Carl Miller; Compass (tlaws@compassidaho.org); Craig Tarter; Daniel Badger; Don Barr; Jeff Barnes; Jennifer Yost; Jim Brooks; Kent Lovelace; Marlen Salinas; Michael Fuss; Neil Jones; Patrick Sullivan; Ray Rice; Robin Collins; Tina Fuller; Vickie Holbrook
Subject: VAR2083 15 2709 Bannock Ave for Michael and Diane Feyereisen

VAR2083-15:

Michael and Diane Feyereisen have requested a Variance to Ordinance Section 10-1-8-D, which limits a residential side and rear yard fence to 6 ft in height. The applicants have requested the Variance in order to allow an 8 1/2 ft rear fence for property located at 2709 Bannock Avenue (Lot 1, Block 1 of Lonesome Dove Subdivision), within an RS-6 (Single Family Residential - 6000 sq ft minimum lot size) zoning district.

The applicants state they are requesting the Variance to order to provide more privacy, security and noise reduction for their home because the two homes behind, at 2904 and 2907 S Flathead Place (in Madison Place Subdivision) were both built close to the property line shared with 2709 Bannock Ave, and were also graded approximately 3 ft higher than the subject property.

The application will go before the City Council as a public hearing item on their January 19, 2016 agenda. Please review and forward any comments to my attention prior to January 8th.

Sylvia Mackrill
City of Nampa Planning Department

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35

Norm Holm

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Monday, January 04, 2016 1:43 PM
To: Norm Holm
Subject: VAR 2083-15

Good Afternoon Norman,

The Nampa Highway District #1 has no objection to the variance request submitted by Michael and Diane Feyereisen regarding side and rear fencing height at 2709 Bannock Ave as the subject property is not within the Highway District's Jurisdiction.

If you have any questions or comments feel free to contact us.

Thank you,

Eddy

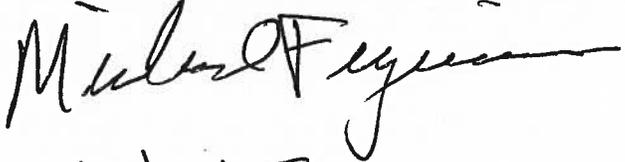
Eddy Thiel
ROW
eddy@nampahighway1.com
4507 Highway 45. • Nampa, id 83686
TEL 208.467.6576 • FAX 208.467.9916

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To City Council,

1-13-16

I am requesting a postponement of my variance request scheduled for Jan 19. I would like a 45 day extension if possible. Thanks for your consideration


Michael Feyereisen



Planning & Zoning Department

Before the Mayor & City Council

January 19, 2016

Staff Report – Public Hearing Item #3

To: Mayor & City Council

Applicant: Lowell W Rowley representing Value Homes of Idaho, LLC

File No: VAC 2082-15

Prepared By: Norman L. Holm

Date: January 8, 2016

Requested Action: Vacation of southerly 7' of the 12' general utility easement (5' remaining) along the north side of the Lot 17, Block 8, Morningside Subdivision No. 2

Purpose: To provide sufficient room to construct an attached 3 car garage along the north side of the lot.

GENERAL INFORMATION

Status of Applicant: Owner

Existing Zoning: RS 7 (Single Family Residential – 7,000 sq ft)

Location: 13772 S Morningside St.

Size of Vacation Area: Approximately 7' x 86.54' or 605.78 sq ft

Surrounding Land Use and Zoning:

North- Residential, RS 22

South- Residential, RS 7

East- S Middleton Rd right-of-way then County enclaved agricultural land, RS 7 then R-1

West- Residential, RS 7

Comprehensive Plan Designation: Residential Mixed Use

Applicable Regulations: State law requires the consent of adjoining property owners. The property owner/applicant making this request is the only property owner adjacent the proposed easement vacation area.

Description of Existing Uses: Developed, vacant single family residential lots.

SPECIAL INFORMATION

Planning & Zoning History: The owner is desirous to vacate the southerly 7-feet of the 12-foot general utility easement along the north side of their property. A 5-foot easement would remain. They are requesting the vacation in order to allow the construction of an attached 3 car garage along the north side of the lot.

Public Utilities: No City maintained or other public utilities exist within the easement area proposed to be vacated.

Environmental: Approval of the vacation will have no effect on the immediate neighborhood, other than increasing the buildable area for the lot in question.

Correspondence: As of the date of this staff report no objections have been raised by any utility companies or surrounding property owners. Fire, Building, and Engineering Departments do not oppose the easement vacation.

STAFF FINDINGS AND DISCUSSION

Planning staff sees no reason why the requested vacation of the 7' portion of the general utility easement should not be approved as requested. That portion of the easement proposed for vacation apparently is not needed for any public purpose since 5' of the original 12' wide easement will remain.

RECOMMENDED APPROVAL CONDITIONS

The Engineering Division does not oppose the granting of this easement vacation request with no conditions attached.

ATTACHMENTS

Vicinity map
Aerial map
Enlarged subdivision plat showing lot and easement area proposed to be vacated
Portion of subdivision plat

Application and easement vacation description
Agency and other correspondence

RS22

11055

0

11128 11114 11102 11096 11082 11064

13772

W Blaine Ave

13760

S Morningside St

S Middleton Rd

11127 11115 11103 11095 11081 11063

13748

11126 11112 11100 11094 11080 11066

13736

W Glendive Ave

13724

13712

Enc

82

11125 11111

RS7

13674

11075

11063

11053

13700

0

13658

13642

13628

13614

11032

S Tensleep St

11122 11108

W Aldbury Ave

BC

11123 11109

13594

13580

11033

11134 11120

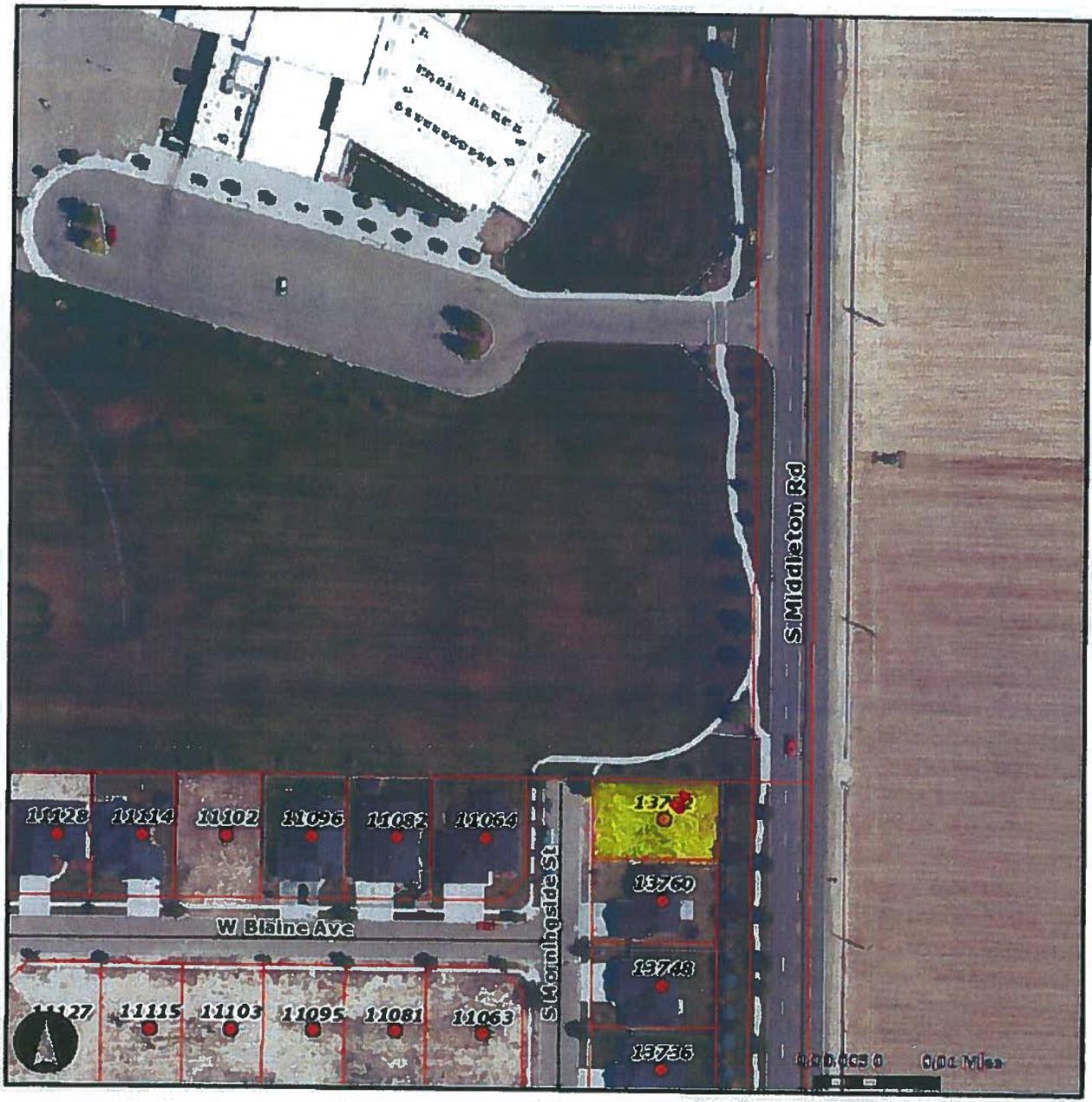
13566

W Chadford Ave

11143 11129 11115 11101 13552

MR ROWLEY HAS REQUESTED VACATION OF THE SOUTHERLY SEVEN (7) FEET OF THE TWELVE (12) FOOT PUBLIC UTILITIES AND IRRIGATION EASEMENT LOCATED ON THE NORTH SIDE OF 13772 SOUTH MORNINGSIDE STREET (LOT 17, BLOCK 8 OF MORNINGSIDE SUBDIVISION NO. 2, PAGE 7 IN BOOK 39 OF PLATS, RECORDS OF CANYON COUNTY), WITHIN AN RS-7 (SINGLE FAMILY RESIDENTIAL -7000 SQ FT MINIMUM LOT SIZE) ZONING DISTRICT. VAC 2082-15

Map



VAC 2082-15



APPLICATION FOR VACATION OF EASEMENT, PUBLIC RIGHT-OF-WAY OR PLAT
City of Nampa, Idaho

1/19 CC
Noem

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by a nonrefundable fee of \$505.00

Name of Applicant/Representative: LOWELL W ROWLEY Phone: 208-860-3977
Address: 203 11th AVE SO City: NAMPA State: ID Zip Code: 83651

Applicant's interest in property: (circle one) Own Rent Other _____
Owner Name: VALUE HOMES OF IDAHO, LLC Phone: 208-861-6960
Address: 25325 LOT DAVIS RD City: PARMA State: ID Zip Code: 83660

Address of subject property: 13772 S MORNINGSIDE ST

Is a copy of one of the following attached? (circle one) Warranty Deed Proof Of Option Earnest Money Agreement.

Subject Property Information

Please provide the following REQUIRED DOCUMENTATION to complete the vacation:

- Original Legal description of property AND a legible WORD formatted document. (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.
- Or Subdivision _____ Lot _____ Block _____ Book _____ Page _____
- List of names, addresses AND written consent of the owners and contract purchasers of all the property adjoining the vacated portion. owner is owner of adjoining property being vacated
- Sketch drawing of the portion proposed to be vacated.

Project Description

State (or attach a letter stating) the reason you desire the easement, public right-of-way, plat or part thereof to be vacated:
VACATE the southerly 7' of the 12' easement to allow a home to be built with a 3 car garage. RS-7

Dated this 17 day of December, 2015
[Signature]
Applicant Signature

NOTICE TO APPLICANT

This application will be referred to the Nampa City Council. If the Council desires it may refer the application to the Planning Commission for its recommendation. If the application is recommended for approval the City Council shall hold a public hearing.

Written notice of the public hearing shall be sent to all property owners within 300 feet of the boundaries of the proposed vacation by certified mail with return receipt, at least 10 days prior to the date of the public hearing. Notice shall also be published once a week for 2 successive weeks in the Idaho Press-Tribune, with the last publication at least 7 days prior to the hearing. You will be given notice of the public hearings and should be present to answer any questions.

For Office Use Only:	
File Number: VAC <u>2082</u> - 20 <u>15</u>	Project Name: <u>Value Homes</u>

VACATION OF EASEMENT

The southerly 7 feet of the 12 foot easement for public utilities, irrigation and lot drainage along the north property line of Lot 17 in Block 8 of Morningside Subdivision #2 to Nampa, Idaho.

Memorandum

To: Mayor and City Council
Cc: Planning and Zoning
Cc: Daniel Badger, P. E., Staff Engineer
Cc: Michael Fuss, P. E., Nampa City Public Works Director
From: Jim Brooks – Engineering Division
Date: December 30, 2015
Re: Easement Vacation for Lowell Rowley
Property Address: 13772 So. Morningside Street (Lt. 17, Blk. 8 Morningside #2)

VAC2082-15 for January 19, 2016 City Council Meeting

Fire Flow at this location is better than 1,500 GPM.

Applicant is desirous to vacate the southerly 7-feet of the 12-foot general utility/subdivision boundary easement along the north side of the property, retaining a 5-foot easement. Applicant is requesting the vacation in order to allow for the construction of the planned residence with a 3-car garage. No City maintained utilities exist within said easement.

Therefore the Engineering Division has no concerns with recommending the vacation of a portion of this easement as requested.

Norm Holm

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Monday, January 04, 2016 11:05 AM
To: Norm Holm
Subject: VAC 2082-15

Good Morning Norman,

The Nampa Highway District #1 has no objection to the vacate of the southerly 7' of the 12' public utilities and irrigation easement located on the north side of 13772 S. Morningside St. as it is not within the Highway District's jurisdiction.

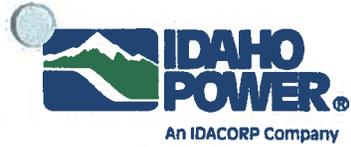
If you have any questions or comments feel free to contact us.

Thank you,

Eddy

Eddy Thiel
ROW
eddy@nampahighway1.com
4507 Highway 45. • Nampa, id 83686
TEL 208.467.6576 • FAX 208.467.9916

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December 30, 2015

Planning Department
City of Nampa
Attn: Sylvia Mackrill
411 3rd Street South
Nampa, Idaho 83651

Re: The petition for Easement Vacation of the South 7 feet of the 12 foot utility easement along the North lot line of Lot 17, Block 8, Morningside Subdivision #2, Nampa, Idaho.

To whom it may concern:

Idaho Power has reviewed the packet of information for the above-referenced item as provided by Value Homes of Idaho, LLC, and submits this letter of comment in response.

Our records and a physical inventory indicate that Idaho Power Company currently has adequate easement rights in other portions of the property needed to maintain facilities within the general area:

Please consider this comment letter a written request for a copy of the recorded resolution of the City of Nampa's determination on this matter, and any other instrument that would pertain to a conveyance of the subject property, should the City of Nampa approve the requested vacation. A copy of the recorded release of easement document outlining the released property will follow.

Idaho Power Company thanks you for providing the opportunity to comment on the vacation petition/application.

Thank you,

A handwritten signature in blue ink that reads 'Mary K. Alandt'.

Mary K. Alandt
Associate Real Estate Specialist
Land Management and Permitting Department
Phone: (208) 388-2699
Email: malandt@idahopower.com



2921 CALDWELL BLVD. • NAMPA, IDAHO 83651
1-800-548-3679 • (208) 468-6700 • FAX (208) 468-6726
www.intgas.com

January 7, 2016

City of Nampa Planning & Zoning
411 3rd St South
Nampa, ID 83651

RE: VAC 2082-15

To whom it may concern:

Intermountain Gas Company has received the request to vacate the "southerly seven (7) feet of the twelve (12) foot public utilities and irrigation easement located on the north side of 13772 S Morningside St (Lot 17, Block 8 of Morningside Sub No 2)". After review, Intermountain Gas finds the vacation request acceptable if the utility easement is retained for our existing utilities.

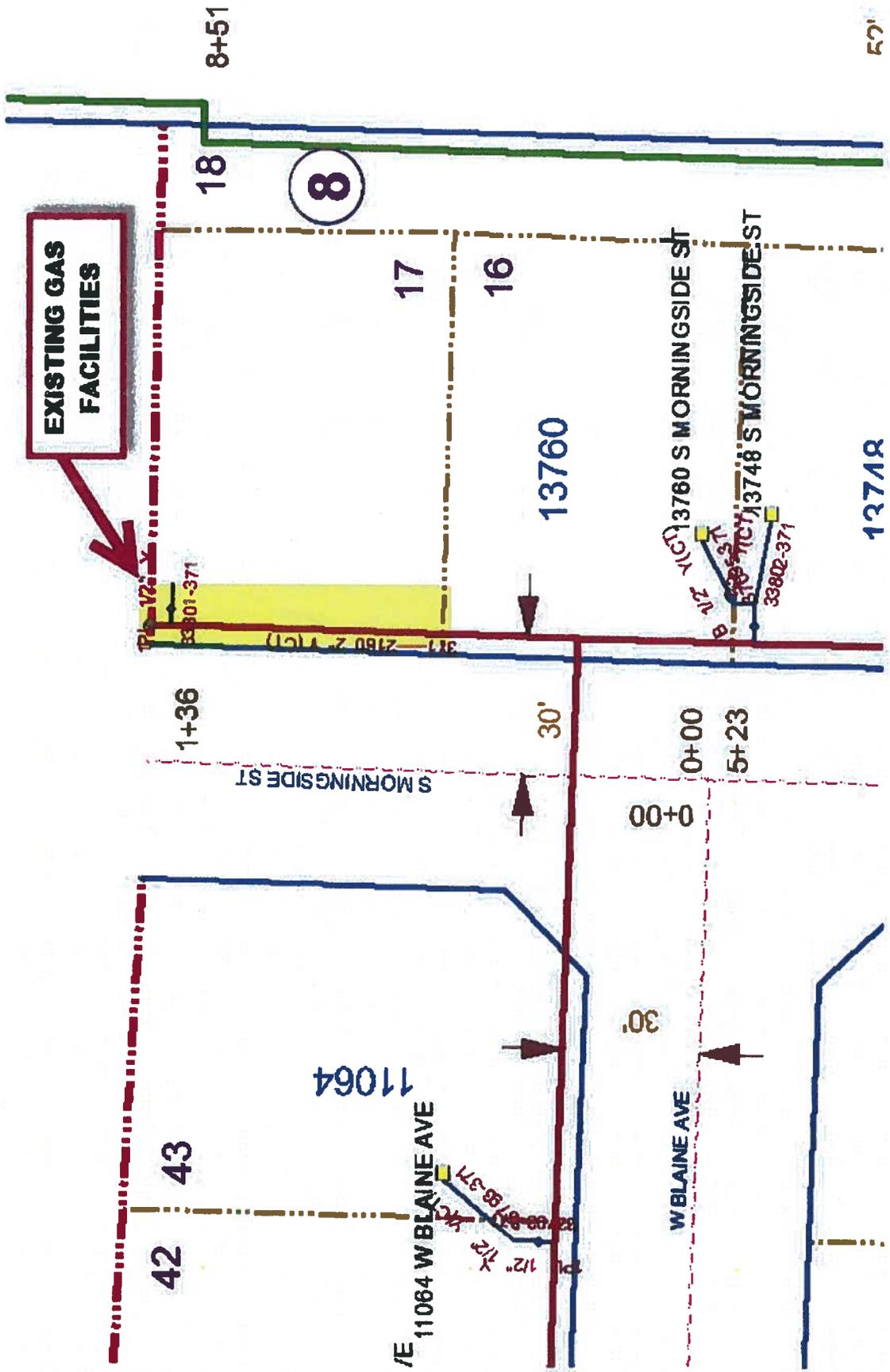
Enclosed is a drawing of the gas facility in the area, if there any questions please call Ben Melody at 208/468-6721. Thank you for your time and consideration in this matter.

Sincerely,
Intermountain Gas Company

Greg Watkins
Operations Manager

GW/jm

Enclosure





MEMORANDUM

TO: Mayor Henry and Nampa City Council
FROM: Darrin Johnson, Parks and Recreation Director
RE: Request to Submit Grant - Grimes Creek Pathway Project
DATE: January 19, 2016

Nampa Parks and Recreation seeks grant opportunities with the goal of improving and expanding our pedestrian pathway system. Lynda Clark, the City of Nampa grant writer, and parks staff have worked to develop a project that will expand the Grimes Creek pathway.

With Nampa City Council approval we are proposing to submit the following project to the Idaho Department of Parks and Recreation Recreational Trails Program for the 2016 grant cycle.

Attached is a staff report along with a budget and design concepts.

**Idaho Department of Parks and Recreation
Recreational Trails Program
Nampa City Council Report
January 19, 2016**

We are proposing to submit the following project to the Idaho Department of Parks and Recreation (IDPR), Recreational Trails Program (RTP), for the 2016 grant cycle.

Grimes Creek Pathway Project

This project will fill in a pathway gap, extend the existing Grimes Creek Pathway and connect that pathway to three city parks, including the proposed Orah Brandt Park to be built in the near future at the corner of Cherry Lane and Franklin Road. Located in north Nampa, the pathway serves a number of neighborhoods, enlarging access to recreational trail opportunities in a highly populated area. The project connects to a section of trail to be constructed by private development in conjunction with a new subdivision, Franklin Village. In addition, this segment of pathway also enlarges the bicycle network in Nampa by connecting to bike lanes that have been approved by City Council to be installed in 2016 on Birch Lane in the project area.

The project will include a Birch Lane pedestrian crossing, construction of 10-foot wide asphalt trail through Sunset Oaks Park to connect to the existing Grimes Creek pathway, construction of new 10-foot wide asphalt trail at the east end of the existing Grimes Creek trail and installation of a culvert on Grimes Creek in order to connect to McDonagh city park. The new segment of trail would end with a connection to existing sidewalk on East Karcher Road.

With the completion of this project and the portion of Grimes Creek Pathway to be built by the Franklin Village developer, there will be a continuous asphalt pathway extending for almost two miles and serving at least six subdivisions and a large apartment complex in the immediate area.

Grant Opportunity

The Recreational Trails Program (RTP) provides funding for recreational trails and trail-related projects including construction of new recreational trails. The RTP requires a minimum of 20% match. The application is due January 29th.

Consistent with grant requirements, the Grimes Creek Pathway has been identified in the Nampa Bicycle and Pedestrian Master Plan. It also meets the goals and objectives of the IDPR Outdoor Recreation Plan (SCORTP) by helping meet the goal that "that outdoor recreation is accessible to every citizen" and by encouraging "community goals that help create close-to-home, everyday recreation opportunities."

Public Support for Pathways

Nampa has a history of strong support for pathway improvements. When the Nampa Comprehensive Plan was updated in 2012, respondents to a parks and recreation survey overwhelmingly selected walking and biking paths as the most needed public recreation facilities. Before the Nampa Transportation Plan was adopted in April 2012, in a public survey used to help identify transportation issues, 42% of all comments were bike or pedestrian related with respondents noting the lack of bicycle and pedestrian infrastructure.

Requested Action: Authorize submission of the Recreational Trails Program grant application and confirmation of a City of Nampa match for the Grimes Creek Pathway Project for \$76,500.

Here are some of the comments we have received in the past from Nampa residents in support of trail development:

“I use our pathways for jogging either alone or with friends. There is nothing as nice as going for a jog that includes our pathways. On a day when I need a break from the pace of life and don't have enough time to go to the mountains or don't want to spend the money to drive to the mountains, I'll use our pathway. I enjoy the trees, the ducks and the water. I love to see how many families are using the pathway when I'm there jogging. Parents with small children, friends—young and old—out of for a walk, and young people are often there. It is a place where the community is sharing life together. We are so lucky to have this in our city.”

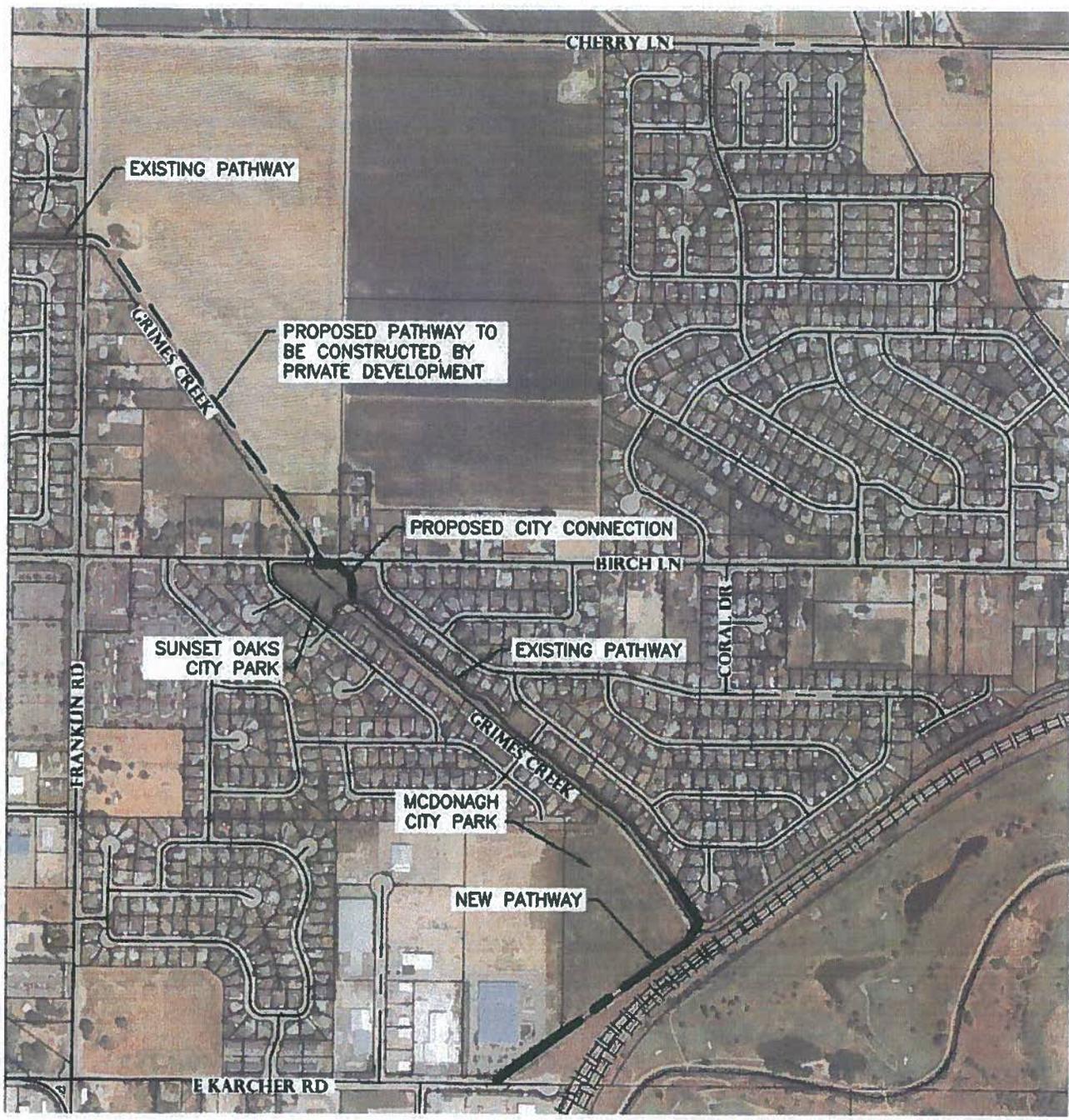
“My husband and I both would like to advocate for expansion of pathways or green belts in Nampa. Currently we drive our car to the pathways and walk or bicycle on the different greenbelts already in place. We both use the paths as a form of recreation where we can enjoy nature, and at the same time increase our fitness levels. We are both older folks and find that the greenbelts or pathways provide an economical way to stay in shape and enjoy the beauty of our area. We also take out of town visitors to these areas to show off our community. Many thanks to those of you who are working so hard to promote this.”

“I use the Nampa trail system a lot. It really adds to the quality of life. I enjoy riding my bike on the trails but most often like to go for a run with my dog. It is a good workout but also provides a beautiful and relaxing place to go. Any extension of the system would be beneficial and worthwhile. Thanks.”

“We considered downsizing our home and moving but after much shopping decided that being next to the pathway near us is what we like best about our existing location. To be able to take a walk with grandchildren, the dog, or just alone is an amazing gift that we don't take lightly. When I feel overwhelmed by life a walk on our neighborhood pathway refreshes and restores me like no other activity. It's like taking a mini-vacation without the hassle of planning and spending money!”

“Our family uses the paths in Nampa for fitness and play. We love taking our girls to the trails and being able to experience a little bit of the natural world right here in town while still getting some fitness in. Thank you for the work you are doing to improve the biking/walking paths we have available.”

FIGURE 2 GRIMES CREEK PATHWAY MASTER PLAN



T-O ENGINEERS

332 N. BROADMORE WAY
NAMPA, IDAHO 83687-5123

PHONE: (208) 442-6300 FAX: (208) 466-0944

E.F.I.E: 150155-CMAPS.DWG DATE JAN 2016 JOB: 150155

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Prepared 1-5-2016 by
David Sterling, P.E.
Brendon Daniels, E.I.

City of Nampa
Grimes Creek Pathway
Engineers Opinion of Probable Costs

Item		Unit Cost	Total Cost
1 Birch Ln Pedestrian Crossing	1 LS	\$6,000	\$6,000
3 Excavation	1000 CY	\$20	\$20,000
4 Pit Run (8 inches)	1025 CY	\$25	\$25,625
5 3/4" Base (4 inches)	325 CY	\$35	\$11,375
6 Plant Mix Pavement (2 inches)	225 Ton	\$95	\$21,375
7 Widen Sidewalk to 10'	100 LF	\$25	\$2,500
8 Soft Spot Repair	750 SY	\$25	\$18,750
9 Riprap	15 CY	\$85	\$1,275
10 42" CMP Culvert	50 LF	\$300	\$15,000
11 Seeding	0.5 Acres	\$3,000	\$1,500
12 Removable Bollards	4 Each	\$650	\$2,600
13 Signs	4 Each	\$300	\$1,200
14 Erosion and Sediment Control	1 LS	\$6,000	\$6,000
15 Mobilization	1 LS	\$6,660	\$6,660
Estimated Construction Costs			\$139,860



Prepared 1-5-2016 by
 David Sterling, P.E.
 Brendon Daniels, E.I.

**City of Nampa
 Grimes Creek Pathway
 Engineers Opinion of Probable Costs**

<u>I. Civil Tasks</u>	Hours	Rate	Cost
1. Surveying	24	\$100	\$2,400
2. Permitting			
404 Permit (NW 42)	20	\$100	\$2,000
Bureau of Reclamation ROW Encroachment	40	\$100	\$4,000
3. Construction Plans			
Creation of Base Files	16	\$100	\$1,600
Pathway Design	40	\$100	\$4,000
Sheet Files	40	\$100	\$4,000
			\$9,600
4. Bid Packet and Administration	60	\$100	\$6,000
5. Construction Administration and Observation	48	\$100	\$4,800
6. As-built Plans	12	\$100	\$1,200
	Total		\$30,000
II. Geotechnical Report			
1. Investigation, pavement section recommendations, and slope stability. Lump Sum			\$5,000
TOTAL ESTIMATED DESIGN COSTS			\$35,000