

**City of Nampa
Regular Council Meeting
February 1, 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

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 19, 2016; Airport Commission Meeting ; the Nampa Bicycle and Pedestrian Advisory Committee Meeting; the Board of Appraisers Minutes; the Planning & Zoning Commission Meeting of January 12, 2016; 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) Red Hawk Ridge Subdivision No. 2 at the Northwest Corner of the Intersection of W Greenhurst Road and S Middleton Road for M3 Companies, LLC
 - b) Hines Creekside Park No. 1 Located Between Stanford Street and 12th Avenue Road and W Iowa Avenue and the Wilson Drain for Kent Brown Representing Hines Investments
 - c) Fall Creek Subdivision No. 1 on the East Side of Madison Road for JRL Properties, LLC – Trilogy Idaho
- 5) Authorize Public Hearings
 - a) De-Annexation From the City of Nampa for a Narrow Strip of Land Following a Lot Line Adjustment to Correct an Encroachment at 24 S Jarom Lane for Donald & Darla Larson
- 6) Authorize to Proceed With Bidding Process
 - a) FY 16 Storm Drain Inspection
 - b) Pump Maintenance Projects (FY 16)
- 7) Monthly Cash Reports
- 8) Licenses for 2015-2016 (All Licenses Subject to Police Approval): NEW On-Premise Beer & Wine License for Starbucks Located at 1324 12th Avenue Road
- 9) Approval of Agenda

Communications

Promotion of Kirk Carpenter to Division Chief – Chief Karl Malott

ITD Presentation of the 12th Ave. & Locust Ln. Road Safety Audit by Erika Bowen, District 3 Traffic Engineer

Staff Communications

Staff Report – Michael Fuss

Unfinished Business

- 1) First Reading of Ordinance Rezoning from RS 12 to RD for Property Located at 1012 E Greenhurst Road for Jennifer Temple
- 2) First Reading of Ordinance Vacating Southerly 7' of the 12' Public Utilities and Irrigation Easement Located at 13772 South Morningside for Lowell Rowley Representing Value Homes of Idaho, LLC

New Business

- 1) Discussion of Public Hearing Start Time
- 2) Direction on Northeast Nampa Specific Area Plan
- 3) Resolution Authorizing Disposition of Property for the Police Department
- 4) Authorize Mayor and Public Works Director to Sign Task Order and Contract for the Zone B Pipe Repairs – CIPP Project
- 5) Resolution to Authorize Public Hearing for Intent to Create Local Improvement District 161
- 6) Resolution to Authorize Mayor to sign State Local Agreement for East Greenhurst Road Signals Project
- 7) Authorize Mayor and Public Works Director to sign Task Order with HDR Engineers, Inc. for Construction Program Management Services in the Amount of \$356,492.00
- 8) Authorize Mayor to Sign Land Lease Agreements with Mad River, LLC for Storage Hangar Lots #2010, #2012, #2014, and #2016
- 9) Request Council Reject All Bids for Fitness Equipment for the Nampa Recreation Center
- 10) Resolution Authorizing Procurement of Fitness Equipment for the Nampa Recreation Center in a More Economical Manner by Purchasing on the Open Market
- 11) Motion to Adjourn into Executive Session Pursuant to Idaho Code 74-206 (1) (c) To acquire an Interest in Real Property Which is not Owned by a Public Agency

Public Hearings

- 1) NONE

Adjourn

Next Meeting

♦ **Regular Council at 6:30 p.m. – Tuesday, February 16, 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
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Mayor Henry called the meeting to order at 6:30 p.m.

Clerk made note that Councilmembers Raymond, Bruner, White, Levi, Haverfield and Skaug were present.

Mayor Henry amended the agenda by adding a declaration of an emergency for the Wastewater Treatment Plant for a sewer leak. Items 26 thru 29 under new business, adopting and authorizing the Mayor to sign four resolutions for implementing increases in domestic water, irrigation hookup fees were postponed. Public hearing #2, Variance to Zoning Ordinance Section 10-1-8-D, Which Limits a Residential Side and Rear Fence to Six Feet in Height was withdrawn by the applicant, Michael & Diane Feyereisen. Public hearing #5, Increase in Domestic and Irrigation Water Utility Hook-Ups was continued until the March 7th Council meeting.

MOVED by Haverfield and **SECONDED** by White to approve the Consent Agenda with the above mentioned amendments; Council Minutes of January 4, 2016; and Bicycle and Pedestrian Advisory Committee Minutes; Board of Appraisers Minutes of November 12, 2015; and Airport Commission Minutes of December 14, 2015; 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) Hayspur Subdivision at the SW Corner of the Intersection of South Horton Avenue and West Kansas Avenue for Wendy Shrief, Representing Cross Hairs, LLC; 2) Karcher Middleton Commercial Subdivision in a BC Zoning District at the Corner of West Karcher Road and North Middleton Road for Karcher Clinic, LLC; and authorize the following public hearings: 1) Annexation & Zoning to RS-7 for 8142 West 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; 2) 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 North Franklin Road for Taunton Group Representing Franklin Village Development; 3) Annexation and Zoning to RS-6 for 2214 Sunny Ridge Road for Charles Collier; 4) Annexation and Zoning to IL for 4305 Airport Road and 4321 Airport Road for Lanco, Inc Representing Mission Aviation Fellowship; **Authorization to Proceed with the Bidding Process:** 1) FY16 Zone A Residential Chip/Crack Seal Maintenance; 2) Madison South of I-84 Domestic Pipeline Project; and **2015-2016 Licenses:** (all licenses subject to police approval):new taxi license for Don Ulmer/Bar Cab; and **Monthly Cash Reports; approval of the agenda.**

The Mayor asked for a roll call vote with Councilmembers Raymond, Bruner, Skaug, White, and Haverfield voting **YES**. Councilmember Levi **ABSTAINED**. The Mayor declared the

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Robin Collins read the following letter:

“On behalf of the City of Nampa, we would want to express our great appreciation for your efforts and those of the teens that you lead with the Nampa community improvement projects. The willing and enthusiastic support you bring as a volunteer toward the community improvement projects is commendable. The goal of our community projects is to continue to make a difference in the community we live in, one house at a time. Your commitment to these efforts in our community is sincerely appreciated; they cannot be done without community support like yours.

Over the past two years you and your teens have committed to assisting the Community Development and Code Compliance Divisions with Brush-Up Nampa, Rake-Up Nampa, tire drives, neighborhood clean-ups, and assisting individual members of the community with compliance with City codes. Not only have you completed all these projects but you continue to assist with any follow-up work of all our programs when necessary. You have represented the Canyon County Juvenile Probation program well and have been a productive and positive team leader.

We know your generosity in making the teens you lead available to the City was not without personal expense to yourself and your family. We have received compliments from the residents you assisted about what a great job you did. What you do and the way you do it make a difference to these people. We are very proud that we have a volunteer and leader like you. We trust the community will remember over the years your generosity of spirit and commitment to the members of the community.”

Mayor Henry presented the Outstanding Volunteer of the Year Award to Ross Garvin, Canyon County Juvenile Probation.

Police Chief Joe Huff presented a staff report regarding the Crisis Negotiations Vehicle. We are going to purchase a replacement vehicle for the TRT and Crisis Unit. Our current vehicle is a 27 year old Suncraft Motorhome. This vehicle was taken out of service as of January 6th for multiple reasons. Over the last several months it dead lined three times. It has been dead lined for carbon monoxide issues.

When I was appointed as Chief, that is one of the first items that needed taken care of and in the last year what it has cost us for maintenance and repairs of the vehicle and cost per mile it is just over \$45 a mile.

We have found a trailer that will fill our needs. It is just slightly over \$18,000. This will be a trailer that will be good for 30 years for the department. It is a 29 foot pull behind trailer. It can be used for many situations.

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We will need a vehicle to pull that trailer. Through the State bid, we can get a brand new truck for approximately \$28,400. The truck will be able to be used for other purposes.

We have enough funding for these items with unfilled positions and from a lease that we did not continue on with this year.

Councilmembers asked questions.

Chief Huff introduced his new Captain of Operations, Curt Shankel. He will be over sworn personnel. Brad Daniels will be the Administrative Captain and will be over non-sworn personnel.

Long Range Planner Karla Nelson presented a staff report on 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.

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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.

Councilmembers wanted to take some more time to consider the changes.

Mayor Henry said that Council could contact Karla individually. This item would then be placed on the agenda for the next meeting as a new business item.

Councilmembers asked about the time frame to do a Comprehensive Plan Change.

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

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.

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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.

Update on the City Engineer Position: We are going to throw another net out there and try another cast and see if we can find someone. We hired a headhunter to go out and look for one, we sent out over 700 direct mails in 16 western states, we sent out 15 National and state wide websites and received a total of 14 applicants. We interviewed 5 and didn't select any of them.

Mayor Henry presented a request to **declare an emergency for the wastewater treatment plant system.**

Michael Fuss presented a staff report explaining that we have a western regional lift station that serves about 25% of the town. It has a single pressure sewer line. The lift station is located on Hunt north of Karcher and west of Middleton.

The pressure sewer line runs along the Elijah Drain, goes down Karcher Road and then heads towards the treatment plant.

We have a fairly minor leak at this time. The problem is that it is a 18 inch pressure main, single service and runs about 1.2M gallons a day.

The reason that we asked for an emergency is that it allows us to get this fixed without going through the formal public bidding process. It is something that we need to get done.

I have been in a meeting most of today. We have had crews on the leak 24 hours since discovery. It is at a fitting so the potential is extreme if we don't get this fixed right of way.

We are actually ordering the parts; they will be coming from the east coast which is the only place that we could find the parts at this time on such short notice.

Knife River is already on-site. We are working with Rain-for-Rent and Pipeline Inspection Services is also already there. We expect the work to be done Thursday night or Friday night somewhere between midnight and five a.m. We have about a five hour window that this can be done.

We are still using Public Works contractors; we do not have time to do the formal bidding. We need a declaration of emergency.

Councilmember Raymond asked if the Council was supposed to award the bid to someone.

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City Attorney Aaron Seable said that Idaho Code, Chapter 28, Title 67 deals with the normal bidding process. There is an exception for emergency expenditures, 67-2808, and the only guidance that it gives it says: (a) The governing board of a political subdivision may declare that an emergency exists and that the public interest and necessity demand the immediate expenditure of public money if: (iii) It is necessary to do emergency work to safeguard life, health or property. All three of which would apply to this case. (b) Upon making the declaration of emergency, any sum required in the emergency may be expended without compliance with formal bidding procedures. You are bound to act in the best interest of the City but the normal bidding requirements are set aside.

Councilmembers asked what the cost for the repair would be. (Unknown at this time.)

Councilmembers asked how much damage there is at this point.

The leak is at a fitting and is at the top of a pipe. It is also covered with concrete with a thrust block so in order to fix it, we are shipping all of the parts in. We will build exactly the same replica of the fitting and pipe. There is 50,000 gallons of sewage in the pressure line that we have to drain first and so the big issue is time. We will have five trucks hauling sewage during this period and we have three 20,000 gallon tanks that will be on-site.

On an average day, it's about 830 gallons a minute and between midnight and 5:00 a.m., we hope to be down to 500 gallons per minute.

We have the Street Department coming in to do road closures. We will have eight individuals on-site to make sure that we are not causing a vacuum on the pressure main when we start draining this. It will take us about 30 minutes to drain it at the quickest and then we have about five hours to finish.

Councilmember Levi asked about the funding. (It will come out of the wastewater fund.)

MOVED by White and **SECONED** by Haverfield to **declare an emergency** and allow the repairs to proceed. The Mayor asked for a roll call vote with all councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

The following resolution was presented:

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

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MOVED by Skaug and **SECONDED** by Bruner to pass the **resolution** as presented. The Mayor asked for a roll call vote with Councilmembers Haverfield, Levi, Raymond, Bruner, and Skaug voting **YES**. Councilmember White **ABSTAINED**.

The Mayor declared the resolution passed, numbered it **1-2016** and directed the clerk to record it as required.

MOTION CARRIED

Mayor Henry presented a request to **authorize** the Mayor to sign the **Settlement Agreement** with **Boise State University** regarding the "**Sports Center**" located at the **Ford Idaho Center**.

MOVED by Haverfield and **SECONDED** by Skaug to **authorize** the Mayor to sign the **Settlement Agreement** with **Boise State University** regarding the "**Sports Center**" located at the **Ford Idaho Center**. The Mayor asked roll call vote with all councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **appoint Randy Haverfield** to the **Planning & Zoning Commission** and the **Airport Commission**; **appoint Bruce Skaug** to the **Golf Commission**; **appoint Darl Bruner** to the **Ford Idaho Center Advisory Board**; **appoint Pam White** to the **Impact Fee Advisory Board**; **appoint Paul Raymond** to the **Library Board** and **COMPASS**; and **appoint Sandi Levi** to the **Arts Commission**, **Historic Preservation Commission**.

MOVED by Levi and **SECONDED** by Haverfield to **approve** the various **appointments** of councilmembers to boards and commissions. The Mayor asked all in favor to say aye with all councilmembers present voting **AYE**. The Mayor declared the

MOTION CARRIED

The following resolution was presented:

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."; (appointment of Sandi Levi)

MOVED by Haverfield and **SECONDED** by White to pass the **resolution** as presented. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the resolution passed, numbered it **2-2016** and directed the clerk to record it as required

MOTION CARRIED

Mayor Henry presented a **request for funds for disposal of items** in the gym.

Building Safety & Facility Director Patrick Sullivan presented a staff report explaining that 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 \$28,879.00 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 five percent 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.

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OLD GYM MOVING AND STORAGE COST ESTIMATE

DEPARTMENT:	Facilities Development				
SCOPE:	Moving and Disposal Costs for Old Gym				
PREPARED BY:	Patrick Sullivan				
Category	Item	Quantity	Unit	Unit Cost	Estimate
Demolition at New Storage Building					
	Carpet Removal	32		\$40.00	\$1,280
	Stage and Cabinet Removal	8		\$40.00	\$320
	20 Cubic Yard Dumpsters	3		\$220.00	\$660
	<i>Sub Total</i>				\$2,260
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
	Estimate Sub-total				\$25,404
	Design Fees				\$850
	Estimating Contingency				\$2,625
	Cost Projection Total				\$28,879

MOVED by Haverfield and **SECONDED** by White to **approve** the funds for the disposal of items in the gym. The Mayor asked for a roll call vote with all councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

The following resolution was presented:

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.

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MOVED by Haverfield and **SECONDED** by Raymond to pass the **resolution** as presented. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the resolution passed, numbered it **3-2016** and directed the clerk to record it as required
MOTION CARRIED

Mayor Henry presented a request to **re-appoint Bruce Wiley and Eualeen Beukelman** to the **Bicycle and Pedestrian Committee**.

MOVED by Haverfield and **SECONDED** by Levi to **approve the re-appointment of Bruce Wiley and Eualeen Beukelman** to the **Bicycle and Pedestrian Committee**. The Mayor asked all in favor to say aye with all councilmembers present voting **AYE**. The Mayor declared the
MOTION CARRIED

Mayor Henry presented a request to **re-appoint Mark Miller** to the **Airport Commission**.

MOVED by Haverfield and **SECONDED** by White to **approve the appointment of Mark Miller** to the **Airport Commission**. The Mayor asked all in favor to say aye with all councilmembers present voting **AYE**. The Mayor declared the
MOTION CARRIED

Mayor Henry presented a request to **authorize the Mayor and/or IT Director** to **sign contract with Integra Telecom for Digital and Analog Telecommunication Services**.

IT Director Dennis Bledge presented a staff report explaining the 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

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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 was in line with City, County, State and Federal regulations, including appropriate non-appropriations clause for entering into a contract that spans more than one year.

MOVED by Skaug and **SECONDED** by Haverfield to **authorize the Mayor and/or IT Director to sign a contract with Integra Telecom for Digital and Analog Telecommunication Services.** The Mayor asked all in favor to say aye with all councilmembers present voting **AYE**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **authorize the Mayor and Public Works Director to sign a Task Order for Kings Road PRV Project.**

Michael Fuss presented a staff report explaining that 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.

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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.

Councilmembers asked if it would only benefit the two customers. (It will benefit anyone in the area with standard hookup fees applying.)

MOVED by Raymond and **SECONDED** by Haverfield to **authorize** the **Mayor and Public Works Director** to **sign a Task Order for Kings Road PRV Project**. The Mayor asked for a roll call vote with Councilmembers Skaug, Levi, White, Haverfield, Raymond voting **YES**. Councilmember Bruner **ABSTAINED**. The Mayor declared the
MOTION CARRIED

Mayor Henry presented a request to **authorize** the **Mayor** to **sign a Local Professional Services Agreement for Northside Boulevard and Kings Road signals upgrade**.

Michael Fuss presented a staff report explaining that 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.

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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.

MOVED by Haverfield and **SECONDED** by Skaug to **authorize the Mayor to sign a Local Professional Services Agreement** between the City of Nampa, Precision Engineering and ITD for the Northside Boulevard and Kings Road Signals Upgrade (Key No18702) in the amount of **\$31,00.00** (NTE). 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 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.

The Mayor declared this the first reading.

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

MOVED by Haverfield and **SECONDED** by Raymond 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 **4221** and directed the clerk to record it as required.

Mayor Henry presented a request to **approve the summary of publication** for the preceding ordinance.

MOVED by Haverfield and **SECONDED** by Bruner to **approve the summary of publication** for the preceding ordinance. The Mayor asked all in favor to say aye with all councilmembers present voting **AYE**. The Mayor declared the

MOTION CARRIED

The following ordinance was read by title:

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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.

The Mayor declared this the first reading.

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

MOVED by White and **SECONDED** by Haverfield to pass the preceding ordinance under suspension of rules and **approve the summary of publication**. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the ordinance duly passed and numbered it **4222** and directed the clerk to record it as required.

Mayor Henry presented a request to **authorize Engineering** to submit a **Local Federal-Aid Incentive Program: Bridge 2016 Application**.

Jeff Barnes presented a staff report explaining that the 16th Avenue 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).

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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.

Councilmembers asked about what functionally obsolete means as far as using the overpass and what was needed to make the repairs. (This means that the loads over the bridge are safe but need to be upgraded.)

MOVED by Haverfield and **SECONDED** by Skaug to **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 Avenue North Union Pacific Railroad (UPRR) overpass project. The Mayor asked for a roll call vote with all councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request for **authorize Engineering** to submit a **Local Highway Safety Improvement Program (LHSIP) Grant Application** for **Smith Avenue and Middleton Road Intersection Improvements Project**.

Jeff Barnes presented a staff report explaining that 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 Street South, 3rd Street South & 3rd Street North) \$250,000, under construction
- **Greenhurst Signals Upgrade** (Sunnyridge Road, Powerline Road & Southside Boulevard)—\$343,000, FY16 construction
- **Northside Signal Upgrades** (Karcher Road, 4th Street North)
- \$250,000, FY17 construction
- **12th Ave. Pedestrian Hybrid Beacon Crossings** (10th Street South to 12th Street South & Sherman to Dewey)—\$582,000, FY17 construction

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This year's application proposes a traffic signal at the intersection of Smith Avenue and Middleton Road 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.

MOVED by Haverfield and **SECONDED** by Raymond to 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 Road Intersection Project. 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 authorize Engineering to submit **Transportation Alternative Program (TAP) Application** for the **Indian Creek Pathway Extension Project**.

Jeff Barnes presented a staff report explaining that 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:

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- **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.

MOVED by Haverfield and **SECONDED** by Levi to **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**. 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 **authorize the Mayor to sign a contract awarding the bid** of the **Culvert Repairs - Wilson Drain at Midway and Mason Creek at 12th Avenue North** Project to **Knife River Corporation**.

Michael Fuss presented a staff report explaining that the Wilson Drain culvert (Exhibit A1) was identified for replacement during routine asset inspection in December, 2014. The culvert is a

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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 Repair 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.

Councilmembers asked if is a concrete culvert. (Corrugated metal with a poly coating on it.)

Councilmembers asked about the difference in the bids.

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MOVED by Skaug and **SECONDED** by Haverfield to **authorize the Mayor to sign a contract with Knife River Corp. to construct the Culvert Repairs: Wilson Drain at Midway and Mason Creek at 12th Avenue North project.** 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 **authorize the Mayor to sign an agreement to Waive First Right of Refusal and Terminate Lease with Larry Harpe, and a Land Lease Agreement with Brian Hill, and a Memorandum of Lease for Recording.**

Michael Fuss presented a staff report explaining that 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.

- o 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.

MOVED by Haverfield and **SECONDED** by Raymond to **authorize the Mayor to sign an agreement to Waive First Right of Refusal and Terminate Lease with Larry Harpe dated October 1, 2005, and authorize the Mayor to sign Nampa Municipal Airport Land Lease Agreement with Brian Hill, effective January 19, 2016, and authorize the Mayor to sign Memorandum of Lease**

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for recording agreement with Brian Hill, effective January 19, 2016, for Lot 2262. The Mayor asked for a roll call vote with all councilmembers voting **YES**. The Mayor declared the **MOTION CARRIED**

The following four resolutions were postponed due to the hookup fee public hearing being continued until the March 7th Council meeting.

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.

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. (Domestic Water 2016)

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. (Domestic Water 2017)

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.

The public hearing for ~~reconsideration of city council denial of rezone~~ from RS-12 to RD located at ~~1012 East Greenhurst Road for Jennifer Temple~~.

Gerald Walgren, JGR Architecture presented the request.

Council member asked about fire access about parking in the front by the drop off and about City water and sewer being hooked up at this house.

Planning and Zoning Director Norm Holm presented the following staff report:

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

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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)

Public Utilities:

8" sewer main along the south side of East Greenhurst Road
12" domestic water main adjacent the property in East 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 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 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 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.

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

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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.

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

MOVED by White and **SECONDED** by Haverfield 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 Skaug and **SECONDED** by Haverfield to **approve the rezone** from **RS-12** to **RD** located at **1012 East Greenhurst Road** for **Jennifer Temple** and authorize the City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with Councilmembers White, Bruner, Raymond, Haverfield, and Skaug voting **YES**. Councilmember Levi **ABSTAINED**. The Mayor declared the

MOTION CARRIED

The **public hearing** for a **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 until April at the request of the applicant was withdrawn by the applicant.

The **public hearing** for a **vacation** of southerly seven feet of the 12' Public Utilities and Irrigation Easement Located at **13772 South Morningside** for **Lowell Rowley** Representing Value Homes of Idaho, LLC.

Lowell Rowley presented the request.

Norm Holm presented the following staff report: 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.

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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.

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.

The Engineering Division does not oppose the granting of this easement vacation request with no conditions attached.

No one appeared in favor of the request.

Those appearing in opposition to the request were: Eric Werth, 1112 West Glendive Avenue; Jan King, 11122 West Aldbury Avenue; Nato Garcia, 11136 South Greybill Street; Mike Repp, 15768 South Greybill Street; John Redding, 13630 South Coqville Street.

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

MOTION CARRIED

The public hearing for a **Recreational Trails Program Grant Application** for the **Grimes Creek Pathway Construction Project**.

Parks and Recreation Director Darrin Johnson presented a staff report explaining that the Nampa Parks and Recreation seeks grant opportunities with the goal of improving and expanding our pedestrian pathway system.

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Grant Writer Lynda Clark 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.

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 a 10-foot wide asphalt trail through Sunset Oaks Park to connect to the existing Grimes Creek pathway, construction of a 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 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.

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

No one appeared in opposition to the request.

Those appearing in favor of the request were: LaRita Schandorff, 1108 South Stanford.

Councilmembers asked about the match percentage from the City and if we had ever pursued using private funds for this type of process.

MOVED by White and **SECONDED** by Haverfield 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

Regular Council
January 19, 2016

Councilmember Levi voiced her support of this trail. It would not only help to promote a healthy town but also a safe option for family time. It is a great source for alternative transportation and I see it as a great selling point for the homes in the area as was stated by LaRita and for those looking to purchase homes and I also believe that it would only value and enhance our City.

MOVED by Levi and **SECONDED** by Haverfield to **proceed to accept the Recreation Trails Program Grant Application for the Grimes Creek Pathway Construction Project.**

Councilmember Bruner said even though that the City funds are going to be used to encourage this to happen, which I am very much in favor of having, can we also go after private funds to reimburse the City for this?

The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

The public hearing for the Increase in **Domestic and Irrigation Water Utility Hook-Ups** was **continued** until the **March 7th Council meeting.**

Mayor Henry presented a request to **authorize Grant Submission and Match** to the **Idaho Department of Parks And Recreation Recreational Trails Program** for the Grimes Creek Pathway Construction Project

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

MOTION CARRIED

The Mayor adjourned the meeting at 8:19 p.m.

Passed this 1st day of February, 2016.

MAYOR

ATTEST:

CITY CLERK

**NAMPA PLANNING & ZONING COMMISSION
MINUTES OF REGULAR MEETING HELD
TUESDAY, JANUARY 12, 2016, 6:30 P.M.**

Members:	Lance McGrath, Chairman	Victor Rodriguez
	Chad Gunstream – Vice Chairman	Peggy Sellman
	Sheila Keim	Robert Hobbs, Assistant Director
	Steve Kehoe	Norm Holm, Director
	Harold Kropp	Daniel Badger, Staff Engineer
	Kevin Myers	

Chairman McGrath called the meeting to order at 6:48 p.m.

Approval of Minutes. Keim motioned and Gunstream seconded to approve the Minutes of the October 27, 2015 and December 8, 2015 Planning and Zoning Commission meetings. Motion carried.

Report on Council Actions. Holm advised Councilman Haverfield will be the City Council liaison with the Planning and Zoning Commission.

Chairman McGrath proceeded to the business item on the agenda.

Final Plat Approval for Hayspur Subdivision at the southwest corner of the intersection of S Horton Street and W Kansas Ave. (A resubdivision of Lots 11, 12 and 13 of Home Acres Subdivision No. 5 and 2.3 acre portion of the SW ¼ of Section 33 T3N R2W BM – 7 four-plexes and 1 duplex for 12.4 dwelling units per acre), for Wendy Shrief representing Cross Hairs, LLC (SUB 629-14).

Assistant Planning Director Hobbs:

- Hobbs reviewed the Staff Report and noted Staff had analyzed the final plat and found it to be in care and keeping with the relevant Subdivision and Zoning Ordinance standards.
- Hobbs indicated the recommended conditions of approval in the Staff Report.

Kropp motioned and Gunstream seconded to approve the Final Plat for Hayspur Subdivision located on 2.3 acres at the southwest corner of the intersection of S Horton Street and W Kansas Ave, subject to:

1. **Compliance with all City department/division or outside agency requirements pertinent to this matter. This is to include any extant but applicable conditions from prior approvals for this subdivision as iterated in correspondence on file with the City pertaining to Hayspur Subdivision (in its preliminary review).**
More specifically, compliance with requirements/conditions listed in the following item(s) of correspondence (unless waived and/or later amended by the agency providing the comments):
 - a) **Compliance with requirements listed in the December 29, (2014) 2015 memorandum from the Nampa Engineering Division authored by Daniel Badger.**
 - b) **Compliance with requirements listed in the December 18, 2015 e-mail printout from the Nampa Engineering Division (GIS Section), authored by Amanda Morse.**
2. **The water system for the subdivision shall be completely installed and able to deliver water prior to any building permits being issued within the development. The water shall be sufficient in volume and pressure to provide sufficient adequate fire suppression for the development in accordance with Fire Department policy or International Fire Code requirements as applicable.**

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

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

Annexation and Zoning to RS-7 at 8142 W Ustick Rd, 17535 Star Rd, 17547 Star Rd, and three parcels addressed as "0" Star Rd. (A total of 190.36 acres located in the NW ¼ Section 5 and the E ½ of Section 6 T3N R1W BM) for Engineering Solutions, LLP, representing LC Development, Inc. (ANN 2065-15) and,

Preliminary Plat Approval for Silver Star Subdivision in a proposed RS-7 zoned area east of Star Rd and south of Ustick Rd. (240 Single Family Residential Lots on 85.07 acres, 2.82 dwelling units per acre – A portion of the NW ¼ of Section 5 T3N R1W BM), for Engineering Solutions, LLP representing LC Development, Inc. (SUB 660-15).

Chairman McGrath proceeded to public hearing.

Becky McKay of Engineering Solutions, 1029 N Rosario, Meridian – representing the applicant:

- Ms McKay presented the application for both the annexation and the preliminary plat.
- The annexation area, continued Ms McKay was located on both the east and west side of Star Rd, just south of Ustick Rd.
- The preliminary plat for Silver Star Subdivision, advised Ms McKay, applied only to the 85 acres on the east side of Star Rd.
- The reason for the proposed annexation area, continued Ms McKay was because the Van Beek property had to be included in the annexation in order for the Silver Star Subdivision area to be contiguous to the City.
- Ms McKay indicated the conceptual plan for the Van Beek property, for future development under the RS-7 zoning designation.
- The Van Beek property, continued Ms McKay, was located within the Purdam Drain area and water would be extended along the frontage of the site, along with the LC Development project.
- According to Ms McKay, the intersections for both the Van Beek property and the proposed Silver Star Subdivision had been aligned at Star Rd.
- Ms McKay indicated the eastern 85 acres owned by LC Development. South of the subject property, continued Ms McKay, had already developed a few years ago as Silver Spur Estates Subdivision, under Canyon County jurisdiction, with a community well and septic systems.
- According to Ms McKay, the applicant had originally gone through Canyon County and obtained approval for a single family residential subdivision for the Silver Star Subdivision property. Additionally, a Comprehensive Plan map amendment was also approved to allow for residential development with the extension of sewer and water services from the City of Nampa.
- After obtaining his Canyon County approvals last year he decided that it would be in his best interests if the property were to develop under the jurisdiction of the City of Nampa.
- With the cooperation of the Van Beek family, stated Ms McKay, it then made it possible to annex his property into the City of Nampa.
- Ms McKay referred to the proposed Preliminary Plat for Silver Star Subdivision and the open spaces along the interior collector roadway. Ms McKay noted the Landscape Plan and Tot Lot and play equipment.
- The second access, added Ms McKay, would come in further south from Star Rd.
- In 2006, stated Ms McKay, the applicant participated financially, and signed an agreement with the City of Nampa that would allow the subject property to sewer into the Birch Lift Station or the Purdam Lift Station.
- Ms McKay noted the off-site improvements that would be required, including the extension of the 12 inch water main to the site, and pressure sewer from the interim lift station – to sewer in the long term to the Purdam Lift Station.
- Ms McKay noted the variety of lot sizes proposed for the Silver Star Subdivision, from 70 to 80 or 85 ft in width, with a minimum lot size of 7,644 sq ft.
- The average lot size, added Ms McKay would be 10,361 sq ft.

- A collector roadway on the east (Griffon Ave), for a future mid-mile collector, stated Ms McKay had also been provided.
- Ms McKay noted the stub streets to the north and the south, as well as a micropath located to the south that would match up with an existing micropath in the Silver Spur Subdivision to the south.
- The Safford Lateral, reported Ms McKay, runs through the project and the northerly boundary, and flows in a northwesterly direction, under the jurisdiction of the Nampa-Meridian Irrigation District.
- There were seven phases shown for the proposed Silver Star Subdivision, explained Ms McKay, which may fluctuate, depending on the market.
- A Traffic Study has been done on the subject property by Thompson Engineers, advised Ms McKay, because it would comprise 240 lots on 85 acres, and was submitted with the application and added that City staff found its recommendations to be acceptable.
- Ms McKay noted the turn lanes required for the new public street access points to Star Rd.
- There would be detached sidewalks, continued Ms McKay, with a 6 ft landscaped strip.
- Ms McKay noted the transitional lot sizes adjacent to Silver Spur Subdivision to the south that would be wider and deeper than the remaining lots within the Silver Star Subdivision.
- According to Ms McKay, the proposed density for Silver Star Subdivision would be 2.82 dwelling units per acre, consistent with the Nampa Comprehensive Plan designation of Medium Density Residential. The proposed plat, stated Ms McKay, would be classified as low to medium density residential.
- The 8 acres of open space within the proposed Silver Star Development, advised Ms McKay, would be roughly about 9.5 percent open space.
- Keim inquired about the open canal and what the plan would be for fencing or walkways.
- Ms McKay replied the Nampa-Meridian Irrigation District required non-combustible fencing on both sides of the canal and also provision of adequate access for maintenance purposes – which usually translates into a chain link fence or wrought iron fence.
- Nampa-Meridian Irrigation District had indicated they wanted to study it a little bit further as to what the recommendation would be for the separate irrigation lot width, stated Ms McKay. The separate irrigation lot, advised Ms McKay, would be owned by the HOA, with no residential lots encroaching.
- Myers inquired about the Traffic Study and if that study applied only to the Silver Star Subdivision property.
- Ms McKay replied that the Traffic Study only applied to the proposed Silver Star Subdivision property.

Assistant Planning Director Hobbs:

- Hobbs noted there were two applications before the Commission, the annexation and RS-7 zoning, and the Preliminary Plat for Silver Star Subdivision.
- According to Hobbs, Staff had found the project has warrant for consideration for annexation and RS-7 zoning, and found no objection to the request for the preliminary plat.
- The preliminary plat for Silver Star Subdivision, continued Hobbs, would be eligible for consideration for approval, subject to conditions, along with the addition of the requirement for a 6 ft chain link fence along both sides of the lateral.
- Kehoe inquired if there would be a time frame for the Van Beek property to develop.
- Hobbs noted there was not a time frame for the Van Beek property to develop, however, if the City Council required a Development Agreement, then there could be a time stipulation attached.
- Rodriguez inquired if the full width of Star Rd would be annexed.
- Badger advised with the Van Beek property on the west side of Star Rd and the applicant's property on the east, then the full width of the Star Rd right-of-way would be annexed.
- In response to a question from Rodriguez, Badger replied the annexed portions of Star Rd would become the responsibility of the City of Nampa.
- Myers inquired about the intersection improvements for Ustick Rd and Star Rd.
- Badger stated the current improvement for Star Rd and Cherry Ln would be a 4-way stop and did not know at the present time what the improvements would be for the intersection of Ustick and Star Rd.
- Badger responded to a question from Rodriguez regarding the Birch Sewer Latecomers Agreement in 2003, where a number of developers participated in the upgrades and received rights to get some of those moneys back via a Latecomers payment when people connect to the Birch sewer basin.
- Badger also referred to the Purdam Sewer Agreement.
- Myers inquired about the school district boundaries.

Chairman McGrath proceeded to public testimony.

Karl Keeler of 4905 Bronze Spur Dr in Silver Spur Ranch Subdivision, Nampa – opposed:

- Mr Keeler stated his main comments were regarding compatibility between the Silver Spur Ranch subdivision and the proposed Silver Star Subdivision.
- The Silver Spur Ranch development, added Mr Keeler was located in a rural area with farmland around the current subdivision and the homes there, as well as the subdivisions just south of Cherry Ln, were all 1 acre to 5 acre lots.
- There were some small areas that were zoned RS-12 and RS-8.5, added Mr Keeler.
- Mr Keeler gave a history of the developer of the proposed subdivision and noted the subject property had previously been proposed for acre lots, then approval for 123 lots, and in May of 2015 went to Canyon County and was approved for 185 lots, or RS-12 zoning, and now the applicant was wanting 240 lots and RS-7 zoning for the same piece of property, which would not be consistent with the surrounding properties, or anything in the area.
- Mr Keeler noted a prior Traffic Study for Cherry Ln and Star Rd, as well as Ustick Rd and Star Rd. Both of those intersections, added Mr Keeler, were currently 4-way stops and were rated “F”.
- Mr Keeler suggested there would be another 2,500 vehicle trips per day if the proposed subdivision were to be approved, and that would not include any future lots on the Van Beek property on the west side of Star Rd.
- According to Mr Keeler, he was for development, however, the proposed sea of homes would not be compatible.
- Mr Keeler stated he was agreeable regarding the annexation of the subject property, however, he was opposed to the RS-7 zoning and considered the zoning should remain at the previously approved RS-12.
- **Rodriguez** inquired what year the County traffic study was done and **Mr Keeler** stated he did not know but noted the earlier Traffic Study only applied to 185 homes.

Doug Franolich of 4868 Golden Spur Dr, Nampa – opposed.

- Mr Franolich spoke in opposition to the requested Annexation and Zoning to RS-7 and the Preliminary Plat for Silver Star Subdivision.
- According to Mr Franolich, his property would be located just to the south of the proposed Silver Star Subdivision.
- Mr Franolich concurred with the previous statements from Mr Keeler.
- Mr Franolich did not know if a recent Traffic Impact Study had been done, but if not, he would like to request an updated Traffic Impact Study before any approvals.
- According to Mr Franolich, it was understood the land would develop, but the last he had heard there would be $\frac{3}{4}$ acre properties backed up against the Silver Spur Ranch and would mirror their property lot lines, and the remainder of the lots would be one half acre. The proposed plat does not reflect that, added Mr Franolich.
- Mr Franolich stated he was strongly anything changing from the original proposal, because of the traffic and the safety of the children.
- Mr Franolich explained he already had a hard time pulling out on Star Rd and in addition every single one of the cars from the proposed subdivision would be going out on to Star Rd.
- During the last snow storm, advised Mr Franolich, there was about a mile of traffic backed up on Ustick Rd and Cherry Ln.
- Previously, continued Mr Franolich, all the property owners in Silver Spur Ranch were in accord with the proposed 1 acre properties and would like to see the 1 acre lots continue for the Silver Star Subdivision because the proposed subdivision would not fit in with the surrounding area.
- Mr Franolich reiterated he would prefer to see the zoning maintained as it was currently zoned and not drop it down to RS-7.

Paul Turnbull of 4924 Golden Spur Dr, Nampa – opposed.

- Mr Turnbull spoke in opposition to the requested Annexation, and Zoning to RS-7 and the Preliminary Plat for Silver Star Subdivision.

- According to Mr Turnbull, he had been told before he purchased his property in Silver Spur Ranch that the new Silver Star Subdivision was owned by the same developer and would contain acre lots.
- The subject property, continued Mr Turnbull, was located at the extreme eastern edge of Canyon County and the area was not ready or suitable for the proposed density.
- The local roads and intersections, stated Mr Turnbull, were currently narrow and severely overburdened.
- The noise level would increase dramatically from the traffic, noted Mr Turnbull.
- Mr Turnbull added that there were still significant and dairy farming operations along Star Rd and adjoining roads in the area.
- According to Mr Turnbull, the Highway 16 extension has greatly increased traffic on Star Rd because it does not go through to McDermott Rd to connect to the Freeway. Mr Turnbull stated it was his understanding that there were no plans or funding to extend Highway 16 in the near future.
- Mr Turnbull noted the intersection at Star Rd and Ustick Rd was a shared intersection between Canyon County and Ada County, which would cause problems with improvements at that location.
- Mr Turnbull calculated the vehicle trips between the Silver Star Subdivision and the proposed development of the Van Beek property would total over 5,700 new vehicle trips per day.
- Mr Turnbull suggested there was no reason for higher density
- If the developments were to be approved, stated Mr Turnbull, he would request mitigation with a 6 ft privacy and sound deadening fence along the border between Silver Spur Ranch and the proposed Silver Star Subdivision.
- Also, added Mr Turnbull, some reduction in the housing density to ½ to 1 acre lots would be reasonable.
- Mr Turnbull stated he would like to see turn-lanes added in front of Silver Spur Ranch because of the impact of the increased traffic.
- In response to a question from Chairman McGrath, Mr Turnbull stated the Silver Spur Ranch was developed in 2002 and 2003, with a community well and individual septic systems.

Joe Whitt of 4844 Golden Spur Dr, Nampa – voiced opposition but did not wish to speak.

Dale Trautman of 5061 Ustick Rd, Nampa – undecided.

- Mr Trautman suggested there should be a requirement for a big fence to separate his agricultural operations from the proposed subdivision.
- According to Mr Trautman, he would like to see bigger lots for the proposed subdivision.

Becky McKay:

- Ms McKay responded to comments received during the public hearing.
- Ms McKay stated they had received comments back from the Engineering Division and were in agreement with those comments.
- Ms McKay reviewed the history of the property and noted the Silver Spur Ranch had been developed in 2002/2003. When that development occurred, the owner of the subject property, had intended on developing the Silver Star Subdivision with one acre lots. What changed, continued, Ms McKay, were the requirements for the one acre lots, so that individual septic systems were not allowed.
- According to Ms McKay, the applicant had submitted to Canyon County a plat for approximately 182 lots with a density slightly lower than the proposed Silver Star Subdivision, but not by much.
- Ms McKay noted the City was now working on the new Purdam Lift Station and doing major trunk line extensions in the north Nampa area.
- Ms McKay emphasized a lot had changed since 2003.
- The proposed density for Silver Star Subdivision, stated Ms McKay, would be 2.82 dwelling units per acre, significantly lower than the Future Land Use Map recommendation of 4 to 9 dwelling units per acre.
- Anything lower than 3 dwelling units per acre with City sewer and water, continued Ms McKay, would be considered low density.
- Ms McKay stated the proposed density would be a good transition density adjoining one acre lots.
- Ms McKay noted the range in size for the lots in the proposed Silver Star Subdivision.
- One acre lots, stated Ms McKay, were not economically feasible with the extension of City water and sewer.
- Ms McKay advised a Traffic Study had been done for the Canyon County application. That Traffic Study, stated Ms McKay, was completely updated based on the new plat with 242 buildable lots.

- The number of vehicle trips per day, explained Ms McKay, calculated by 9.52 vehicle trips per single family dwelling and 242 buildable lots, would total 2,285 vehicle trips per day at build out.
- Ms McKay emphasized build-out would not occur immediately, and noted the 7 proposed phases for the development.
- According to Ms McKay, an analysis had been accomplished at the Star Rd/Ustick intersection and the Star Rd/Cherry Ln intersection.
- Ms McKay noted the Nampa Transportation Plan indicated future improvements at those two intersections, with either a roundabout or signalization.
- The Silver Star Subdivision, advised Ms McKay would be paying Traffic Impact Fees to the City of Nampa.
- Ms McKay noted the 10,000 sq ft average lot size for the proposed subdivision.
- According to Ms McKay, the intent was to construct 6 ft vinyl fencing around the perimeter of the development, along all boundaries.
- Ms McKay also recommended the "Right to Farm" Note in the State Code be on the face of the Silver Star Subdivision plat in order to recognize any nearby existing agricultural uses, or expansion of those agricultural uses.
- Ms McKay emphasized the proposed Silver Star Subdivision would not be an entry level development and would probably be homes of \$250,000 on up in value.
- According to Ms McKay, she had just received new Corridor Plans from the Idaho Department of Transportation and they will be starting public hearings regarding the widening of Chinden from Caldwell to Eagle Rd.
- Regarding the Highway 16 expansion, continued Ms McKay, the first phase has been completed and ITD was trying to find budgeting for the right-of-way acquisition and design for the second phase.
- **Rodriguez** inquired if the traffic impact occurring from Idaho Center concerts, Walmart and surrounding businesses, and the cheese factory had been included in the Traffic Study.
- **Ms McKay** replied those businesses and events were calculated into the Traffic Study as background traffic.
- Discussion followed on the proposed density reduction to RS-7 and all the required off-site improvements.
- Ms McKay stated if the project was not economically viable then it could not be developed.
- **Myers** inquired if calculations had been done on a possible RS-8.5 zoning designation.
- **Ms McKay** replied that although there would be 2.82 dwelling units per acre density, there was one lot at 7,400 sq ft and the remainder of the lots were 7,600 sq ft in size and up.
- In response to a question from **Kehoe**, **Ms McKay** stated South West District Health had changed their regulations.
- **Kehoe** inquired if the applicant would be willing to remove one of the lots on the south side of Silver Star Subdivision, adjacent to the lots on the north side of Silver Spur Ranch.
- **Ms McKay** stated the applicant had indicated he would remove one of the lots adjacent to Silver Spur Ranch and widen the proposed lots to match the width of the existing Silver Spur Ranch lots.

Keim motioned and Kropp seconded to close public hearing. Motion carried.

- In response to a question from **Chairman McGrath**, **Badger** replied the Traffic Impact Study had been done through Canyon County earlier in 2015. The applicants, continued **Badger**, updated their Traffic Impact Study for the current proposal for submission to the City.
- **Badger** replied to a question from **Kropp** and stated that merely annexing the Van Beek property would not trigger a Traffic Impact Study. The Traffic Study would be required upon submittal of a Preliminary Plat.
- **Myers** inquired when the intersection improvements would be required and **Badger** stated the Star/Cherry and Star/Ustick were within the jurisdiction of the Nampa Highway District and not the City of Nampa and were, therefore, not within Nampa's jurisdiction to improve.

Discussion followed amongst the Planning and Zoning Commission members.

Keim motioned and Kehoe seconded to approve the Annexation and RS-7 at 8142 W Ustick Rd, 17535 Star Rd, 17547 Star Rd, and three parcels addressed as "0" Star Rd. (A total of 190.36 acres located in the NW ¼ of Section 5 and the E ½ of Section 6 T3N R1W BM) for Engineering Solutions, LLP representing Star Development, Inc, subject to:

1. Applicant(s) shall comply with all applicable requirements [including obtaining proper permits – like a Building Permit, etc] as may be imposed by City agencies appropriately involved in the review of the request (e.g. Nampa Fire, Building,, Planning and Zoning and Engineering Departments/Divisions) as the entitlements granted by virtue of the City’s approvals of the requested Annexation, Zoning and Preliminary Plat do not, and shall not, have the affect of abrogating requirements from those agencies in connection with entitlement of the Property.
2. That the Applicant, as Owner/Developer, [shall] enter into a Development Agreement with the City of Nampa. The Agreement shall contain such conditions (e.g. Project perimeter fencing) and terms, restrictions, representations, exhibits, acknowledgments and timelines as necessary to facilitate development of the Property as contemplated by the Applicant and agreed to and conditioned by the City through its Council or executive departments or outside agencies properly involved in the review of the Applicant’s requests for entitlement approval to develop the Property as proposed by said Applicant(s). Inclusively, the Agreement shall contain any/the concept development plan pages (copies hereto attached) proposed by virtue of this application submittal as accepted, or accepted with required changes, by the City’s Council.
3. The Developer/Development shall comply with all requirements imposed by City agencies involved in the review of the matter including, specifically the following.
 - a. The Developer/Development shall comply with requirements listed in the January 12, 2016 memorandum from the Nampa Engineering Division authored by Daniel Badger.
 - b. The Developer/Development shall comply with requirements listed in the December 2, 2015 e-mail printout from the Nampa Forestry Department authored by Tanya Gaona.
4. The water system for the Development shall be completely installed and able to deliver water prior to any Building Permits being issued within the development. The water shall be sufficient in volume and pressure to provide sufficient adequate fire suppression for the development in accordance with Fire Department policy or International Fire Code requirements as applicable.
5. The side lot lines of Lots 1-11 of block 6 shall be adjusted to align with side lot lines of properties in Silver Spur Ranch Subdivision to the south of, and abutting to, the Project. Further, one building lot among the row of Lots 1-11 shall be eliminated to facilitate upsizing of the remainder of the lots in order to more closely match [the] lot sizes in Silver Spur Ranch Subdivision.
6. Developer’s engineer shall correct any spelling, grammar, punctuation and/or and numbering errors that may be evident on the plat face and/or in the proposed Plat development notes and include said corrections in a revised preliminary plat.
7. Emplace a 6 ft high chain link fence, along both sides of the Safford Lateral wherever said waterway adjoins or traverses any part of the Project. Specifically, the fencing is required along the afore-mentioned waterway’s easement edge and along the entire length of that channel where it traverses Silver Star Subdivision, and, where any part of that waterway will be left exposed or open to/for access. To provide for maintenance (e.g. weed control) of the area of land between the fencing and the waterway, it is suggested the Developer follow one of the follow methodologies:
 - a. Provide for a gate for each lot having the 6 ft chain link fencing abutting their rear property line to access the land.
 - b. Provide one or more gaps in the fencing allow multiple people to access the area between the Subdivision fence and the top of bank of the waterway(s) being screened.
 - c. Designate the land between the Subdivision fence and the top of bank of the waterway(s) being screened as a common lot (though it may contain an easement controlled by the irrigation district) and provide for its maintenance by the associated subdivision’s homeowners’ association.
 - d. Obtain a License Agreement from the appropriate Irrigation District in order to fence inside the water lateral’s easement and consequently have all or a portion of the land included as part of the private building lots adjoining the waterways. If any land remains between the fence and the bank of the waterways, then it must be maintained as provided for in options (a) or (b) above. Cause any maintenance easement associated

with the waterway to be vacated and the land once within the easement to be deeded to the adjoining property owner for their use and maintenance.

- e. Introduce one or more gaps in the fencing to facilitate individual property owners or homeowners' association representatives or hired contractors to access the easement areas.

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

The Planning Commission also recommended that the Development Agreement for the Project contain a stipulation to enforce the applicants' representation that they would fence the entire perimeter of the Subdivision, and the interior.

Motion carried with Gunstream, Keim, Kehoe, and Sellman in favor and Kropp, Myers and Rodriguez opposed.

Chairman McGrath proceeded to public testimony regarding the Preliminary Plat for Silver Star Subdivision.

Becky McKay of Engineering Solutions, 1029 N Rosario, Meridian – representing the applicant:

- Ms McKay stated the applicant had indicated he would remove one of the lots adjacent to Silver Spur Subdivision and widen the proposed lots to match the width of the existing Silver Spur Ranch lots.

Julie Van Beek – no address given – indicated they were in favor of the plat but did not wish to speak.

John Van Beek - no address given – indicated they were in favor of the plat but did not wish to speak.

Karl Keeler of 4905 Bronze Spur Dr, Nampa – stated he was opposed but did not wish to speak again.

Doug Franolich of 4868 Golden Spur Dr, Nampa – stated he was opposed but did not wish to speak again.

Paul Turnbull of 4924 Golden Spur Dr, Nampa – stated he was opposed but did not wish to speak again.

Joel Whitt of 4844 Golden Spur Dr, Nampa – stated he was opposed but did not wish to speak.

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

Keim motioned and Kehoe seconded to approve the Preliminary Plat for Silver Star Subdivision (240 Single Family Residential Lots on 85.07 acres, 2.82 dwelling units per acre – a portion of the NW ¼ of Section 5 T3N R1W BM) on the east side of Star Rd, for Engineering Solutions, LLP representing Star Development, Inc, subject to:

1. Applicant(s) shall comply with all applicable requirements [including obtaining proper permits – like a Building Permit, etc] as may be imposed by City agencies appropriately involved in the review of the request (e.g. Nampa Fire, Building,, Planning and Zoning and Engineering Departments/Divisions) as the entitlements granted by virtue of the City's approvals of the requested Annexation, Zoning and Preliminary Plat do not, and shall not, have the effect of abrogating requirements from those agencies in connection with entitlement of the Property.
2. That the Applicant, as Owner/Developer, [shall] enter into a Development Agreement with the City of Nampa. The Agreement shall contain such conditions (e.g. Project perimeter fencing) and terms, restrictions, representations, exhibits, acknowledgments and timelines as necessary to facilitate development of the Property as contemplated by the Applicant and agreed to and conditioned by the City through its Council or executive departments or outside agencies properly involved in the review of the Applicant's requests for entitlement approval to develop the Property as proposed by said Applicant(s). Inclusive, the Agreement shall contain any/the concept development plan pages (copies hereto attached) proposed by virtue of this application submittal as accepted, or accepted with required changes, by the City's Council.
3. The Developer/Development shall comply with all requirements imposed by City agencies involved in the review of the matter including, specifically the following.
 - a. The Developer/Development shall comply with requirements listed in the January 12, 2016 memorandum from the Nampa Engineering Division authored by Daniel Badger.
 - b. The Developer/Development shall comply with requirements listed in the December 2, 2015 e-mail printout from the Nampa Forestry Department authored by Tanya Gaona.

4. The water system for the Development shall be completely installed and able to deliver water prior to any Building Permits being issued within the development. The water shall be sufficient in volume and pressure to provide sufficient adequate fire suppression for the development in accordance with Fire Department policy or International Fire Code requirements as applicable.
5. The side lot lines of Lots 1-11 of block 6 shall be adjusted to align with side lot lines of properties in Silver Spur Ranch Subdivision to the south of, and abutting to, the Project. Further, one building lot among the row of Lots 1-11 shall be eliminated to facilitate upsizing of the remainder of the lots in order to more closely match [the] lot sizes in Silver Spur Ranch Subdivision.
6. Developer's engineer shall correct any spelling, grammar, punctuation and/or and numbering errors that may be evident on the plat face and/or in the proposed Plat development notes and include said corrections in a revised preliminary plat.
7. Emplace a 6 ft high chain link fence, along both sides of the Safford Lateral wherever said waterway adjoins or traverses any part of the Project. Specifically, the fencing is required along the afore-mentioned waterway's easement edge and along the entire length of that channel where it traverses Silver Star Subdivision, and, where any part of that waterway will be left exposed or open to/for access. To provide for maintenance (e.g. weed control) of the area of land between the fencing and the waterway, it is suggested the Developer follow one of the follow methodologies:
 - a. Provide for a gate for each lot having the 6 ft chain link fencing abutting their rear property line to access the land.
 - b. Provide one or more gaps in the fencing allow multiple people to access the area between the Subdivision fence and the top of bank of the waterway(s) being screened.
 - c. Designate the land between the Subdivision fence and the top of bank of the waterway(s) being screened as a common lot (though it may contain an easement controlled by the irrigation district) and provide for its maintenance by the associated subdivision's homeowners' association.
 - d. Obtain a License Agreement from the appropriate Irrigation District in order to fence inside the water lateral's easement and consequently have all or a portion of the land included as part of the private building lots adjoining the waterways. If any land remains between the fence and the bank of the waterways, then it must be maintained as provided for in options (a) or (b) above.
 - e. Cause any maintenance easement associated with the waterway to be vacated and the land once within the easement to be deeded to the adjoining property owner for their use and maintenance.
 - f. Introduce one or more gaps in the fencing to facilitate individual property owners or homeowners' association representatives or hired contractors to access the easement areas.
8. Any exceptions to City adopted subdivision design standards shall/will require separate design [exception] approval from the City Council.

The Planning Commission also recommended the Development Agreement for the Project contain a stipulation to enforce the applicants' representation that they would fence the entire perimeter of the Subdivision, and the interior, as well as aligning the lots on the south side of Silver Star Subdivision with the northerly lots of Silver Spur Ranch.

Motion carried with Gunstream, Keim, Kehoe, Myers, Rodriguez and Sellman in favor and Kropp opposed.

Modification of Annexation/Zoning Development Agreement between Don Brandt, Brandt Properties, LLC and the City of Nampa, recorded 12/17/2003 AS Instrument No. 200377065 – Amending the provisions and stipulations of Section 4 to incorporate a new Preliminary Plat, the Park MOU and agreed upon site specific conditions of approval by the city of Nampa; Planned Unit development Permit; and Preliminary Development Plan/Preliminary Plat Approval for Franklin Village Subdivision in a proposed RS-6 (PUD) zoning district at the SE Corner of E Cherry Lane and N Franklin Blvd for a 129.8 acre portion of the NW ¼ of Section 11 T3N R2W BM (420 Single family Residential Lots on 129.8 acres, 3.24

dwelling units per acre) for Taunton Group representing Franklin Village Development, LLC (ANN 2067-15, PUD2066-15 and SUB 661-15).

Chairman McGrath proceeded to public hearing.

Bob Taunton of the Taunton Group, of 2724 S Palmatier Way, Boise – representing the applicants:

- Mr Taunton presented the application for the Modification of Development Agreement, the Planned Unit Development Permit, and Preliminary Development Plan/Plat Approval for Franklin Village Subdivision.
- The Preliminary Plat, advised Mr Taunton, would be located on just under 130 acres, for a total of 464 lots, with 420 single family lots, 33 common lots, 11 shared drives, and 1 large future City park on 28.2 acres.
- The land for the park, added Mr Taunton, would be donated by the property owner and there would be a Memorandum of Understanding regarding how each party would participate in developing the park.
- According to Mr Taunton, the property was actually annexed into the City and zoned RS-6 in 2003.
- At that time, continued Mr Taunton, there was a Preliminary Plat and PUD approved and over the years that plat lapsed.
- Mr Taunton noted the density in the RS-6 zoning district is 7.26 dwelling units per acre, and with the PUD option there would be an additional 10 percent bonus density.
- The proposed Franklin Village Subdivision would have a gross density of 3.24 dwelling units per acre, which would include the park. Without the park, the gross density would be 5.61 dwelling units per acre.
- The proposed plan, added Mr Taunton, was predicated on creating a healthy community – active, walkable and connected.
- A diversity in housing designs, continued Mr Taunton, was also considered to be important, from an architectural standpoint, as well as size and price points.
- Community gathering places, both large and small were also important, stated Mr Taunton.
- According to Mr Taunton, a neighborhood meeting had been arranged for September 16th at Birch Elementary School and over 18 people attended, with questions regarding the park, traffic, and the irrigation system.
- Mr Taunton indicated the location of the subject development, at the southeast corner of Cherry Ln and Franklin Blvd, with three entry points, from N Franklin Blvd, south off Cherry Ln, and one off Birch Ln.
- All three of the entryways would be landscaped, added Mr Taunton.
- Mr Taunton explained the main entry to be a parkway – with a collector/standard roadway, no residential lot direct frontage, terminating at a roundabout.
- Mr Taunton indicated the 100 ft Idaho Power easement runs through the property, as well as the adjacent subdivision.
- The Grimes Drain, along the western boundary of the subdivision, stated Mr Taunton, had a 50 ft easement.
- The Park plan, continued Mr Taunton, was a concept plan that had been received from the City.
- Mr Taunton explained there would be a five ft paved trail all along the Grimes Drain which would connect to existing trails.
- The Idaho Power easement, explained Mr Taunton, would be grassed and improved.
- Thirty percent of the lots in the proposed subdivision, stated Mr Taunton, would either front or back on to the park, or back on to open space. There were also a number of mini parks within the proposed Franklin Village Subdivision that would provide for informal recreational use.
- Mr Taunton noted the Tot Lot, as well as a work-out station for older children and adults.
- There would be wrought iron fencing along the Idaho Power easement stated Mr Taunton, as well as along the park and along the Grimes Drain.
- According to Mr Taunton, their Traffic Impact Study had been completed by Thompson Engineering.
- Mr Taunton noted the Transportation Improvement Plan adopted by the City identifying specific improvements that would take place over time.
- Mr Taunton discussed the multiple lot sizes proposed for blocks within the development varying from 50 ft, 60 ft and 70 ft wide occurring within one block, making for a good variety of housing within each block.
- Mr Taunton indicated the conceptual phasing plan, with the project developing over 8 to 10 years.
- The first phase, added Mr Taunton, would be off of N Franklin Blvd, with the last phases in the southeast corner.
- **Kropp** noted the location of the park adjacent two busy streets.

- **Mr Taunton** reported the same location for the park in the previous plat which had expired and considered the location between N Franklin Blvd and Cherry Ln would improve access to the park.
- **Kehoe** noted the benefit of the developer donating the land for the park, putting in the athletic facilities and tot lot.
- **Kehoe** considered the proposed roundabout within the subdivision would be a great advantage.

Assistant Planning Director Hobbs:

- Hobbs reviewed the Staff Report and recommended conditions of approval, which included the request for consideration for Modification of the Development Agreement, the PUD decision and the Preliminary Plat decision for Franklin Village Subdivision.
- Hobbs reviewed the history of the proposed subdivision, park and PUD.
- Hobbs reviewed the PUD standards.

Chairman McGrath proceeded to public testimony.

Curt Griffiths of 7814 Birch Ln, Nampa – opposed.

- Mr Griffiths spoke in opposition to the requested Modification of the Development Agreement, the PUD Permit, and the Preliminary development Plan/Plat.
- Mr Griffiths stated he resided just to the west side of the Grimes Creek Drain.
- Mr Griffiths reported that during the neighborhood meeting he became aware the applicants had purchased a sewer easement across 7844 Birch Ln and at the very corner of 7928 Birch Ln to cross the Grimes Creek just north of his property, coming down the west side of his property line.
- Mr Griffiths explained he had a line of 6 Norwegian Spruce trees on the west side of his property line that were over 55 years old. The trees, added Mr Griffiths, were aesthetically very pleasing.
- Mr Griffiths stated the sewer easement would be a great detriment to the existing trees and their ability to survive. The City Arborist, added Mr Griffith, had indicated the trees would probably not survive over time if the sewer easement were to be cut through so close to the trees.
- Mr Griffiths considered the proposed development did not have the right to destroy the trees that had been there for over 50 years. Mr Griffiths advised he had not been consulted at any time, and the easement had not been part of the original preliminary plat.
- Mr Griffiths requested the City and the developers reconsider the location of the access to the sewer for the proposed subdivision.
- Mr Griffiths questioned if the developers could gain access to the sewer line from another location.

Staff Engineer Badger:

- Badger explained the sewer line at N Franklin Blvd at W Orah Blvd was too shallow to serve the entire development and was not sized to take the entire capacity.
- The City Master Plan, continued Badger, had the proposed development sewerage out to the line in Birch Ln.
- Badger stated he had verified the subject easement to the Birch Ln sewer line had been dedicated to the City for installation of a sewer line and there would be the legal right to install the sewer through that property.
- In response to a question from **Kehoe**, **Badger** stated it was his understanding there would be no liability to the City for putting a sewer line through an easement that was legally obtained for that purpose.

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

- **Badger** noted when the City actively purchased an easement, the City would pay for the improvements on the subject property. If trees were not located on that easement property and the question was regarding the fact the roots were on the adjacent property and had grown into the adjacent easement property.

Myers motioned and **Gunstream** seconded to recommend to City Council Modification of the Annexation/Zoning Development Agreement between Don Brandt, Brandt Properties, LLC and the City of Nampa, recorded 12/17/03 as Instrument No. 200377065 – Amending the provisions and stipulations of Section 4 to incorporate a new Preliminary Plat, the Park MOU and agreed upon site specific conditions of approval by the City of Nampa; Planned Unit Development Permit; and Preliminary Development Plan/Preliminary Plat Approval for Franklin Village subdivision, subject to:

1. Applicant(s) shall comply with all applicable requirements [including obtaining proper permits – like a building Permit, etc] as may be imposed by City agencies appropriately involved in the review of the request (e.g. Nampa Fire, Building, Planning and Zoning and Engineering Departments/Divisions, etc) as the entitlements granted by virtue of the City’s approvals of the requested Development agreement Modification(s) do not, and shall not have the effect of abrogating requirements from those agencies in connection [re]entitlement of the Property.
2. The Applicant, as Owner/Developer, [shall] enter into a Modified Development Agreement set with the City of Nampa. The Agreement(s) shall contain such conditions, terms, restrictions, representations, exhibits, acknowledgments and timelines as necessary to facilitate development of the Property as contemplated by the Applicant and agreed to and conditioned by the City through its Council or executive departments or outside agencies properly involved in the review of the Applicant’s request for the Property to be reconfigured for residential use in an RS-6 Zone versus its original entitlement(s). Inclusively, the Agreement shall contain any/the concept development plans proposed by virtue of this application submittal as accepted, or accepted with required changes, by the City’s Council

Myers motioned and Kropp seconded to approve the Planned Unit Development Permit for Franklin Village Subdivision for Franklin Village Subdivision subject to:

1. The Development shall comply with all requirements imposed by City agencies involved in the review of the matter including, specifically the following:
 - a. The Developer/Development shall comply with requirements listed in the December 29, 2014 memorandum from the Nampa Engineering Division authored by Daniel Badger. Any corrections to the Preliminary Plat’s layout or designed based on Engineering Division comments shall be incorporated into/upon [the] relevant final plat(s). Further, Developer/Development shall be bound by the Memorandum of Understanding crafted by the City Engineering and Parks Division/Department.
 - b. The Developer/Development shall comply with requirements listed in the November 24, 2015 e-mail printout from the Nampa Parks Department authored by Cody Swander.
 - c. The Developer/Development shall comply with requirements listed in the December 2, 2015 e-mail printout from the Nampa Forestry Department authored by Tanya Gaona.
 - d. The Developer/Development shall comply with requirements listed in the December 8, 2015 memorandum from the Nampa Planning Department authored by Karla Nelson.
2. The water system for the development shall be completely installed and able to deliver water prior to any Building Permits being issued within the development. The water shall be sufficient in volume and pressure to provide sufficient adequate fire suppression for the development in accordance with Fire Department policy or International Fire Code requirements as applicable.
3. Developer’s engineer shall correct any spelling, grammar, punctuation and/or and numbering errors that may be evident on the plat face and/or in the proposed plat development notes and include said corrections in a revised preliminary plat.
4. Any exceptions to City adopted subdivision design standards (not covered by PUD allowances) shall/will require separate design [exception] approval from the City Council (e.g. block length, counting of otherwise non-eligible open space lots towards satisfying the 15% PUD open space rule, etc.

Motion carried.

Myers motioned and Gunstream seconded to approve the Preliminary Plat for Franklin Village Subdivision located at the SE Corner of Cherry Lane and N Franklin Blvd for 420 Single Family Residential Lots on 129.8 acres, 3.24 dwelling units per acre for Franklin Village Development, LLC, subject to:

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

- a. The Developer/Development shall comply with requirements listed in the December 29, 2014 memorandum from the Nampa Engineering Division authored by Daniel Badger. Any corrections to the Preliminary Plat's layout or designed based on Engineering Division comments shall be incorporated into/upon [the] relevant final plat(s). Further, Developer/Development shall be bound by the Memorandum of Understanding crafted by the City Engineering and Parks Division/Department.
 - b. The Developer/Development shall comply with requirements listed in the November 24, 2015 e-mail printout from the Nampa Parks Department authored by Cody Swander.
 - c. The Developer/Development shall comply with requirements listed in the December 2, 2015 e-mail printout from the Nampa Forestry Department authored by Tanya Gaona.
 - d. The Developer/Development shall comply with requirements listed in the December 8, 2015 memorandum from the Nampa Planning Department authored by Karla Nelson.
2. The water system for the development shall be completely installed and able to deliver water prior to any Building Permits being issued within the development. The water shall be sufficient in volume and pressure to provide sufficient adequate fire suppression for the development in accordance with Fire Department policy or International Fire Code requirements as applicable.
 3. Developer's engineer shall correct any spelling, grammar, punctuation and/or and numbering errors that may be evident on the plat face and/or in the proposed plat development notes and include said corrections in a revised preliminary plat.
 4. Any exceptions to City adopted subdivision design standards (not covered by PUD allowances) shall/will require separate design [exception] approval from the City Council (e.g. block length, counting of otherwise non-eligible open space lots towards satisfying the 15% PUD open space rule, etc.
- Motion carried.

Preliminary and Final Plat (Short Plat) Approval for Karcher Middleton Commercial Subdivision in a BC (Community Business) zoning district at the SW corner of W Karcher Rd and N Middleton Rd (4 Commercial Lots on 2.56 acres, 4.56 lots per acre – A portion of the NE ¼ of Section 18 T3N R2W BM) for Karcher Clinic, LLC (SUB 663-15/SUB664-15.

Chairman McGrath proceeded to public hearing.

Jon Seel of 1199 Capitol Blvd, Boise – representing the applicant:

- Mr Seel presented the application for approval of the Preliminary Plat and Final Plat (Short Plat) for 4 commercial lots.
- Mr Seel noted the two approaches to the development, one on Karcher Rd and one on N Middleton Blvd.
- The sewer and water was already into the site, stated Mr Seel, and noted the landscaping had already been completed.
- The pressurized irrigation, continued Mr Seel, had been brought from the east side of the project to the west side of the project.
- The applicants, stated Mr Seel, now had some surplus land they would like to subdivide into an additional three lots to be developed in the future.

Assistant Planning Director Hobbs:

- Hobbs reviewed the Staff Report and recommended conditions of approval.

Chairman McGrath proceeded to public testimony.

No public comment forthcoming.

Kropp motioned and Rodriguez seconded to close public hearing. Motion carried.

Gunstream motioned and Kehoe seconded to approve the Preliminary and Final Plat (short plat) for Karcher Middleton Commercial Subdivision in a BC zoning district at the SW Corner of W Karcher Rd and N Middleton Rd (4 commercial lots on 2.56 acres, 1.56 lots per acre, subject to:

- 1. The water system for the development shall be completely installed and able to deliver water prior to any Building Permits being issued within the development. The water shall be sufficient in volume and pressure to provide sufficient adequate fire suppression for the development in accordance with Fire Department policy or International fire Code requirements as applicable.**
- 2. Developer's engineer shall correct any spelling, grammar, punctuation and/or and numbering errors that may be evident on the plat face and/or in the proposed plat development notes and include said corrections in a revised preliminary plat.**
- 3. Any exceptions to City adopted subdivision design standards shall/will require separate design [exception] approval from the City Council.**

Motion carried.

Annexation and Zoning to RS-6 for 2214 Sunny Ridge Rd. (A .275 acre or 11,989 acre portion of SE ¼ Section 34 T3N R2W, for Charles Collier (ANN 2069-15).

Chairman McGrath proceeded to public hearing.

The applicant was not present.

Planning Director Holm:

- Holm presented the Staff Report.
- Holm noted the subject property had previously been connected to City sewer and the applicant was now following up with the requested annexation.
- Holm indicated the location of the subject property and noted it backed on to the existing City limits.

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

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

Gunstream motioned and Keim seconded to recommend to City Council approval of the annexation and RS-6 zoning for 2214 Sunny Ridge Rd, for Charles Collier.
Motion carried.

Annexation and Zoning to IL for 4305 Airport Road, 0 Airport road, and 4321 Airport road. (A 5.003 acre portion of the NE ¼ Section 24 T3N R2W BM) for Lanco, Inc, representing Mission Aviation Fellowship (ANN 2073-15).

Chairman McGrath proceeded to public hearing.

David Bills of 3400 S Montego Way, Nampa – representing the applicant:

- Mr Bills presented the application for the annexation and zoning to IL for the three properties.
- According to Mr Bills, he had been assisting MAF for the past four months and acquiring and re-assembling the subject parcels.
- Mission Aviation Fellowship, added Mr Bills, was currently working on its Master Plan for extending the campus.
- Mr Bills stated Mission Aviation Fellowship had now decided it was time for expansion and to re-work the Master Plan for the campus.
- The subject properties, stated Mr Bills, were adjacent to the airport but were currently in disrepair.

- With the annexation, added Mr Bills, Mission Aviation Fellowship would be in the process of planning the improvements.
- Mr Bills stated Oak St was currently before the Nampa Highway District for Vacation of Right Of Way.
- In response to a question from Kehoe, Mr Bills stated the property on Pilatus Way with the spools and semi-trucks had all been cleared.

Planning Director Holm:

- Holm reviewed the Staff report and recommended conditions of approval.

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

Kropp motioned and Keim seconded to close public hearing. Motion carried.

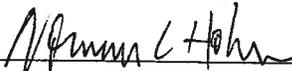
Gunstream motioned to recommend to City Council annexation and IL zoning for the three parcels addressed as 4305 Airport Road, "0" Airport Road, and 4321 Airport Rd for Mission Aviation Fellowship subject to:

1. **Right of Way dedication for Airport Road shall be fifty (50) feet as half of a future one hundred (100) foot right-of-way as Airport Road's functional classification is an arterial.**
2. **At time of development of the site, the developer shall extend all public utilities to and through the site in accord with current City Policy and Master Plans.**
 - Sewer
 - Water
 - Pressure Irrigation
 - Curb, gutter and sidewalk
 - Landscaping as required
 - Storm drainage – both on and off site
 - Gravity Irrigation – Either continued delivery to, or wastewater from adjacent properties.
 - Pavement widening and striping as required.

Motion carried.

Meeting adjourned at 9:40 p.m.

Norman L Holm, Planning Director
:sm



CONSENT TO BID FY 16 STORM DRAIN INSPECTION

- The Environmental Compliance Division has budgeted to have the storm drain lines in asset management zone C inspected in order to identify the condition of the lines and prioritize repairs.
- The approved budget for the project is \$150,000. The bid is written so that we will inspect the lines based on size, starting with the largest lines. It is not anticipated the budget will allow all lines within the zone will be able to be inspected.
- Engineering Division recommends authorization of this bid process.

REQUEST: Council authorize Engineering Division to proceed with the formal bid process for the FY 16 Storm Drain Inspection project.

CONSENT TO BID Pump Maintenance Projects (FY16)

- Each year as part of the City’s Asset Management program the Waterworks Division identifies pumps and motors for preventative maintenance.
- For fiscal year 2016 (FY16) the Waterworks Division has identified ten (10) irrigation pumps and one (1) domestic water pump for preventative maintenance (see Exhibit A).
- Three of the stations need electrical upgrades to alleviate overheating of various components. Additionally the Idaho Power meters at all three stations are obsolete and need to be replaced. A portion of this work must be done by Idaho Power and will be in addition to the construction costs.
- The electrical work will be bid as added alternates due to budget limitations. Any electrical work that cannot be accommodated by the available budget will be held off until FY17.
- SPF Water Engineering (SPF) has completed the design and specifications for the project. Construction is anticipated to last 45 days and be completed by early June 2016.
- The Pump Maintenance Projects (FY16) are funded by the Water Division out of operational funds. There is approximately \$183,000 available to accomplish this project.

Design & Testing	\$ 28,700
<i>Observation Estimate</i>	\$ 12,000
Idaho Power	\$ 22,750
<i>Electrical Estimate</i>	\$ 40,600
<i>Construction Estimate</i>	\$ 129,400
Total	\$ 233,450

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

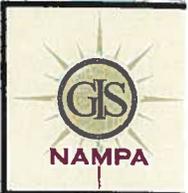
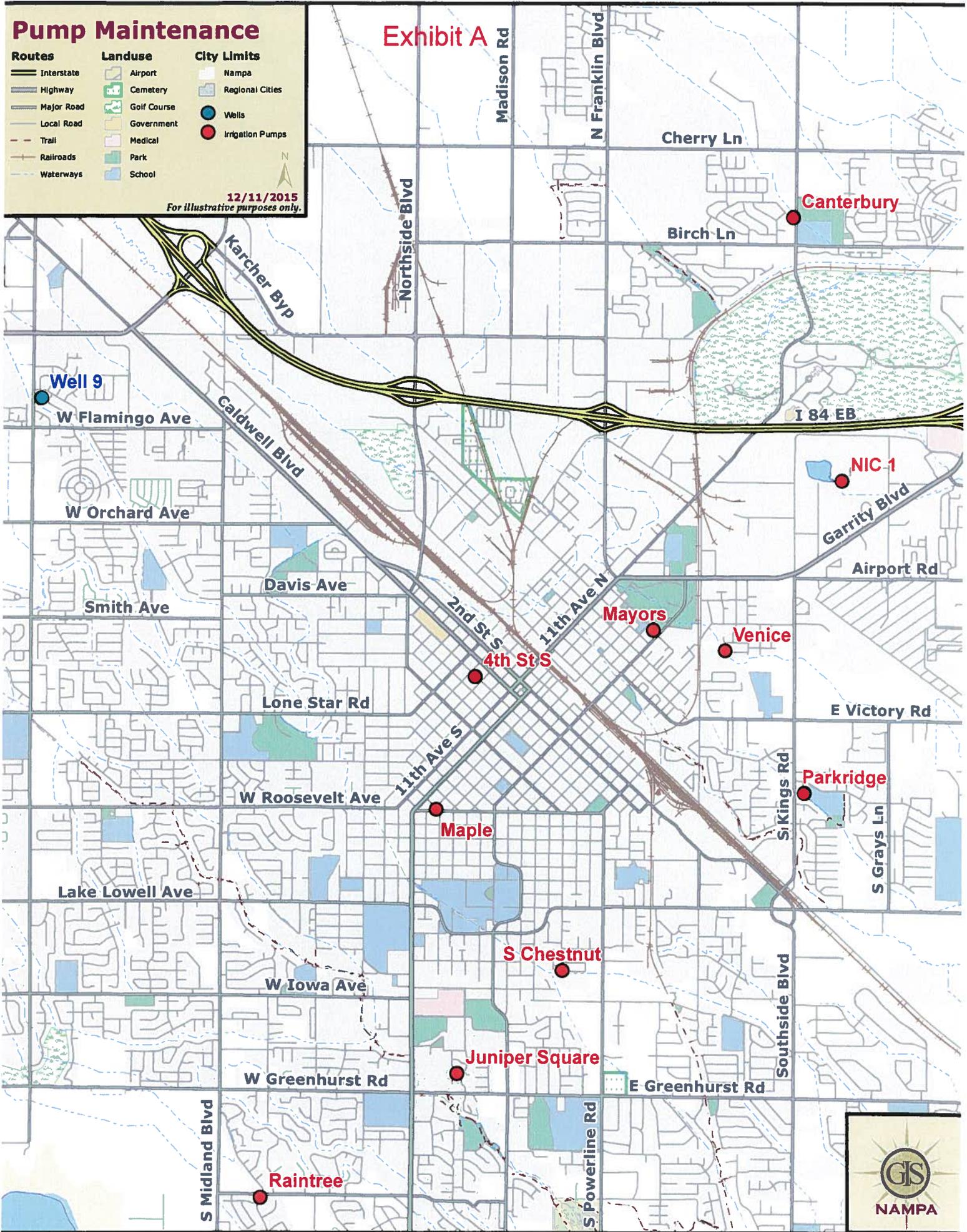
REQUEST: Authorize the Engineering Division to proceed with the formal bidding process for the Pump Maintenance Projects (FY16).

Pump Maintenance

Routes	Landuse	City Limits
Interstate	Airport	Nampa
Highway	Cemetery	Regional Cities
Major Road	Golf Course	Wells
Local Road	Government	Irrigation Pumps
Trail	Medical	
Railroads	Park	
Waterways	School	

12/11/2015
For illustrative purposes only.

Exhibit A



COMMUNICATION ITEM

ITD PRESENTATION OF THE 12TH AVE. & LOCUST LN.

ROAD SAFETY AUDIT

- Recent serious accidents at the intersection of 12th Avenue & Locust Lane prompted the Mayor to send a letter to ITD requesting safety analysis of the intersection. In response ITD coordinated a Road Safety Audit (RSA). The RSA team was made up of professionals from Nampa Highway District, ITD, FHWA and the City. Erika Bowen, District 3 Traffic Engineer will be summarizing the ITD report and action items.

CITY OF NAMPA
REGULAR COUNCIL
FEBRUARY 1, 2016
STAFF REPORT BY PUBLIC WORKS DEPARTMENT
MICHAEL FUSS, P.E., PUBLIC WORKS DIRECTOR

Sewer Leak Report

Staff is pleased to report the sewer leak that resulted in the Council declaring an emergency has been fixed! Repair began late Friday evening January 22nd and finished early Saturday morning January 23rd. Contractor and Staff rose to the challenge of the task and completed the repair in 3 hours 18 minutes from pump off to pump on with no customer's service affected.

During this relatively short interval, the City's largest lift station was off while a 30" main trunk line was plugged. Approximately 220,000 gallons of sewage was pumped by Rain for Rent to temporary holding tanks. Seven Vector and sludge trucks from wastewater, Streets and Pipeline Inspection Services hauled approximately 90,000 gallons of sewage from the 200,000 gallons of storage provided by Rain for Rent to a manhole on a different lift station to be pumped back to the wastewater treatment plant.

Knife River performed the actual repair and expedited the activity by having the repair parts assembled in advance and delivered to the site. Immediately upon the lift station shut down, Knife River pumped the pipe dry, jack hammered the existing concrete off the leaking fitting, cut the fitting out and installed the new restrained joint and coupled it with the existing 18" pressure pipe with long pattern repair sleeves.

Knife River secured the new fitting in place by chaining four (4) large concrete blocks (each nearly 1 cy) to the fitting for the evening and returned Saturday to encase the fitting and the concrete blocks in another 8 cubic yards of concrete effecting what we all believe to be a long term fix for the City's largest pressure sewer line.

In addition to the staff and contractors mentioned above, Water provided valve operating expertise and assistance, ECD executed erosion permitting and neighborhood contacts, Engineering assisted with permitting and Street Staff provided traffic control coordination and NHD and ITD permitting, Specialty Construction Supply provided construction traffic control and signage.

We appreciate the patience and understanding of adjacent property owners that were inconvenienced during the staging and the late night execution of the repair. We also want to express a big thank you to RSVP for allowing the City to use its property for staging and construction throughout the process. After three team planning meetings and two days of staging, all permits were obtained and the project was a quick success. The successful repair was a true team effort, the community, public works Staff, and contractor team. Great job by all!

Street Division Snow Removal Update

Street Division Staff continues their efforts maintaining City streets. Crews have been applying sand and Magnesium Chloride. Temperatures have been too low for the most part to apply magnesium chloride as it will refreeze and cause more issues when below 25 F. When temperatures have allowed we have applied accordingly. The following highlights man hours and material expenditures.

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	
MgC12		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	
MgC12		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			
MgC12		9,450	
Sand			149.0

Snow/Water Event No. 4**Report for January 14-18, 2016**

Task and/or Material	Hours	Gallons	Yards
Overtime	27.75		
Regular Hours	41.5		
Total Hours	69.25		
Water Issues			
Mag Chloride		3670	
Sand			75

Fiscal Year 2016 TOTALS**November 23, 2015 – January 18, 2016**

Task and/or Material	Hours	Gallons	Yards
Overtime	176.2		
Regular Hours	142.5		
Total Hours	318.70		
Water Issues		18,000	
MgC12		21,885	
Sand			427.5

City Council Direction on Northeast Nampa Specific Area Plan Future Land Use

- 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.
- Plan elements developed by the TAC, including, the plan vision, key issues and potential future land use map changes were shared with the broader public during August and September of 2015. A summary of the public comment period is attached as Exhibit A.
- Future land use designations are meant to provide a vision of how we expect and would like the city to develop over time. In contrast to zoning, future land uses provide a policy framework but are not tied to specific regulations.
- During the public comment period opposition was expressed for three of the proposed future land uses. A map of the proposed and opposed future land uses is attached as Exhibit B.
 - 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 General Commercial.
 - 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. In order to provide a buffer around existing industrial land staff does not propose changing any existing industrial future land use designations with the exception of land recently annexed and zoned by TMCO.
- The planning process is not yet complete and additional future land use map changes may still be suggested. When the final plan is ready for adoption there will be a formal public hearing process and all nearby property owners will be notified of any proposed future land use map changes.

Plan Considerations:

1. Should Southwest Idaho Treatment Center (SWITC) land be included in the Northeast Nampa Specific Area Plan?

Reason for Inclusion:

Idaho Department of Health and Welfare has developed a conceptual master plan for SWITC. 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 at SWITC 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 overall.

The Land Group has been representing the Department of Health in Welfare on the Northeast Nampa Specific Area Plan Technical Advisory Committee and would prefer to keep SWITC in the Plan. That being said, they are also not opposed to being removed from the planning area if City Council decides to look at the area separately.

Reason for Exclusion:

Public comments received in August and September of 2015 strongly disapprove of the Community Mixed Use designation for the SWITC property. Concerns in part focused on traffic impacts. The Department of Health and Welfare has made some initial traffic evaluations and has developed a list of items to include in their development agreement to address traffic concerns. The Department of Health and Welfare will likely be better prepared than city of Nampa staff to address traffic concerns and would be in a position to address the concerns when they bring forward their rezone and comprehensive plan map amendment applications.

In addition, the detailed master plan developed for SWITC 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. Looking at the area separately would allow the City to focus on consistent goals and action steps for the remainder of the planning area.

REQUEST 1: City Council vote to determine if Southwest Idaho Treatment Center land should be included in the Northeast Nampa Specific Area Plan or if it should be considered separately with applications brought forward at the discretion of the Department of Health and Welfare.

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. The 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.

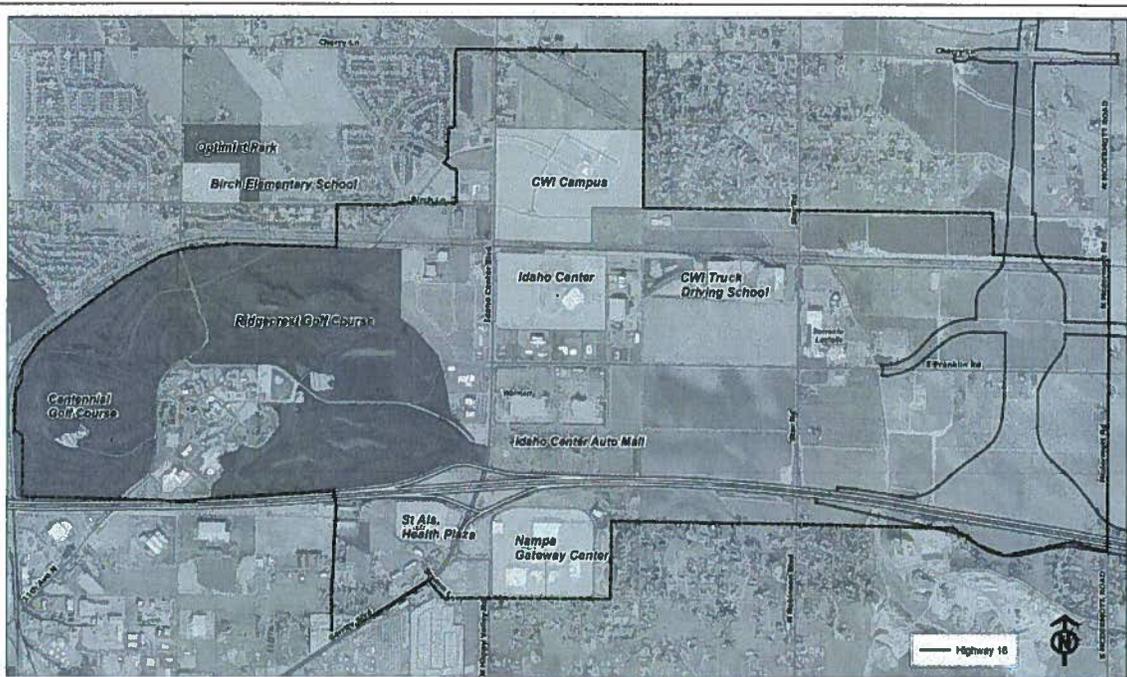
REQUEST 2: City Council vote to determine if there should be a proposed future land use change in the Northeast Nampa Plan from High Density Residential to General Commercial at the east end of Nampa Gateway Center.

Exhibit A

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 #	The proposed vision for this Specific Area Plan is <i>“An attractive, well planned and unique are of Nampa that draws people throughout the valley for entertainment, education, shopping and employment opportunities.”</i> Do you agree with the vision?	Nampa Planning Staff Response
1	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 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.
15OH	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.
16OH	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; it will be shared with the Department of Health and Welfare for consideration in their master plan.
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 and for the work that your family has put into Centennial Golf Course.
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.	

#	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 Ridgecrest 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 Ridgecrest 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 Als 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>
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>	<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>
10	<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>	<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>
11	<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>	<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>

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>

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

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>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:

- o *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>	
<p>22P</p>	<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>#</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.
16OH	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.
17OH	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.

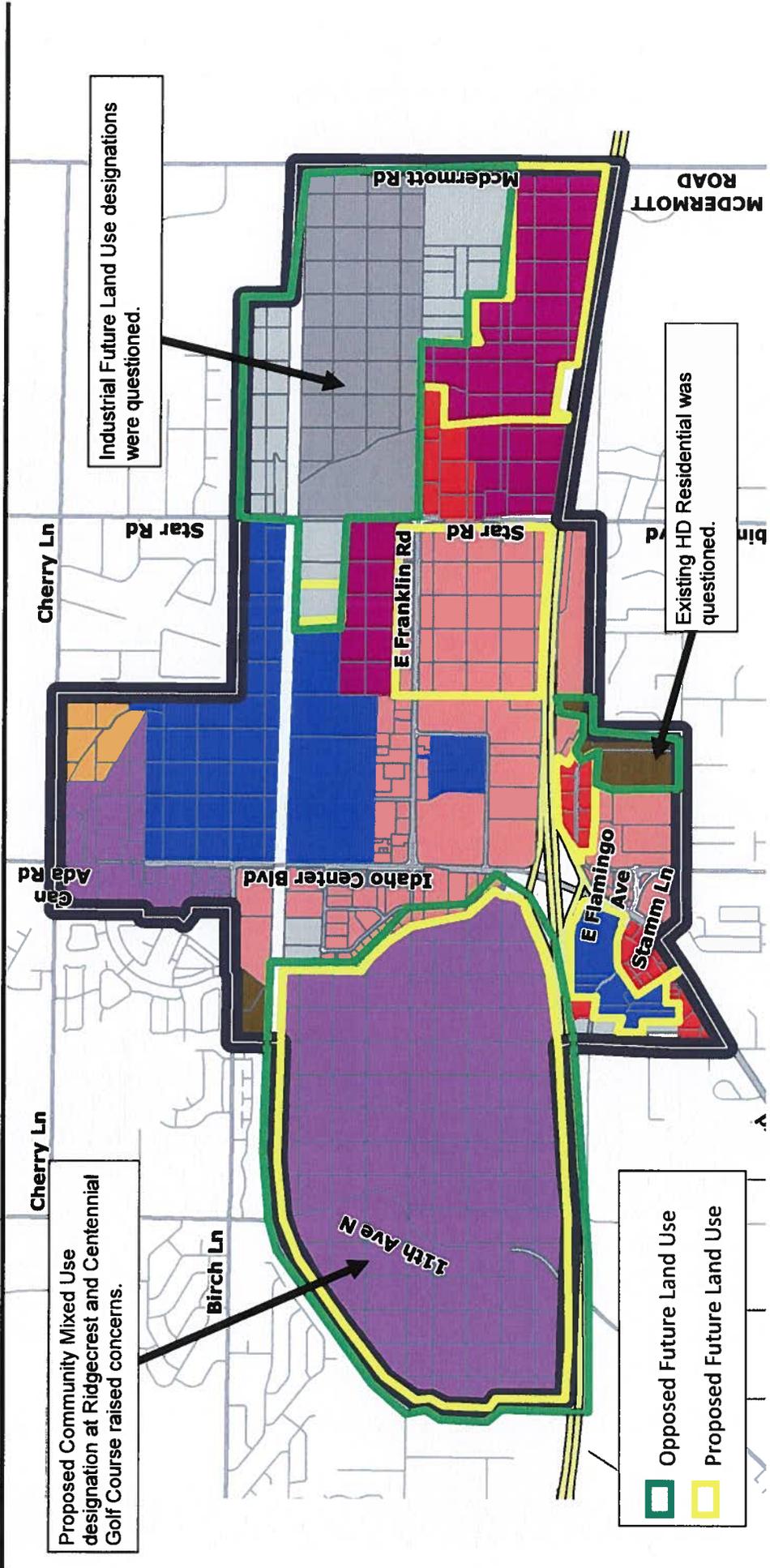
	<p>over 17 years, but not for us. Every mayor since Maxine Horn (including her) has made us broken promises. They have had irrigation water run down Port into sewer lines. The intersection at Port & Kings road is dangerous and unsightly.</p>	
19L	<p>What do people see when they drive by on the interstate 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>	Thank you for your comment.
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:

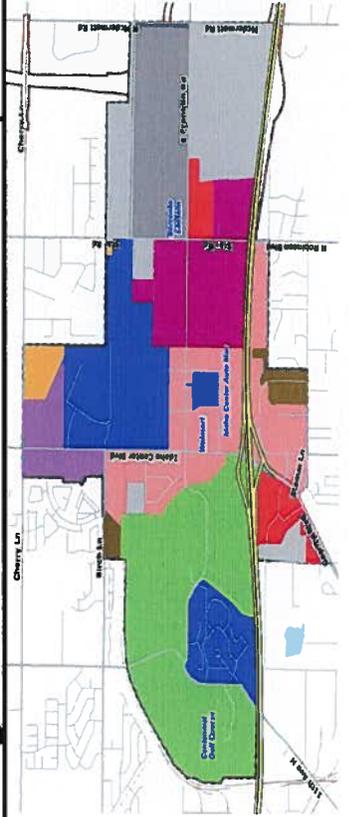
- Open House Display Boards

Proposed Future Land Use

Exhibit B



Existing Future Land Use Map



N o r t h e a s t N a m p a S P E C I F I C A R E A P L A N



Vision

An attractive, well planned and unique area of Nampa that draws people throughout the valley for entertainment, education, shopping and employment opportunities.

Plan Goals

- Identify compatible and appropriate future land uses.
- Align city plans with other area master plans.
- Facilitate communication between area stakeholders.
- Provide clear guidance and predictability for development.
- Provide a vision for the district, policy priorities and strategies to guide growth, investment and development.

Key Issues

Traffic

- Signal Timing
- Increased Capacity
- Increased access/ connectivity
- Sidewalks, Bike Facilities, Public Transportation

Housing

- Incompatible with industrial land use
- Necessary to support active mixed use development
- Can be incorporated in western edge of the boundary

District Identity

- Create a sense of place -- Unique identity
- Attract visitors and serve Nampa residents
- Attractive gateway landscaping
- Consider a theme

Infrastructure

- Not all areas are currently served
- Parcels closer to water and sewer lines will develop sooner
- Not many developable parcels on high traffic roadways that would support hotels, high end bars or restaurants

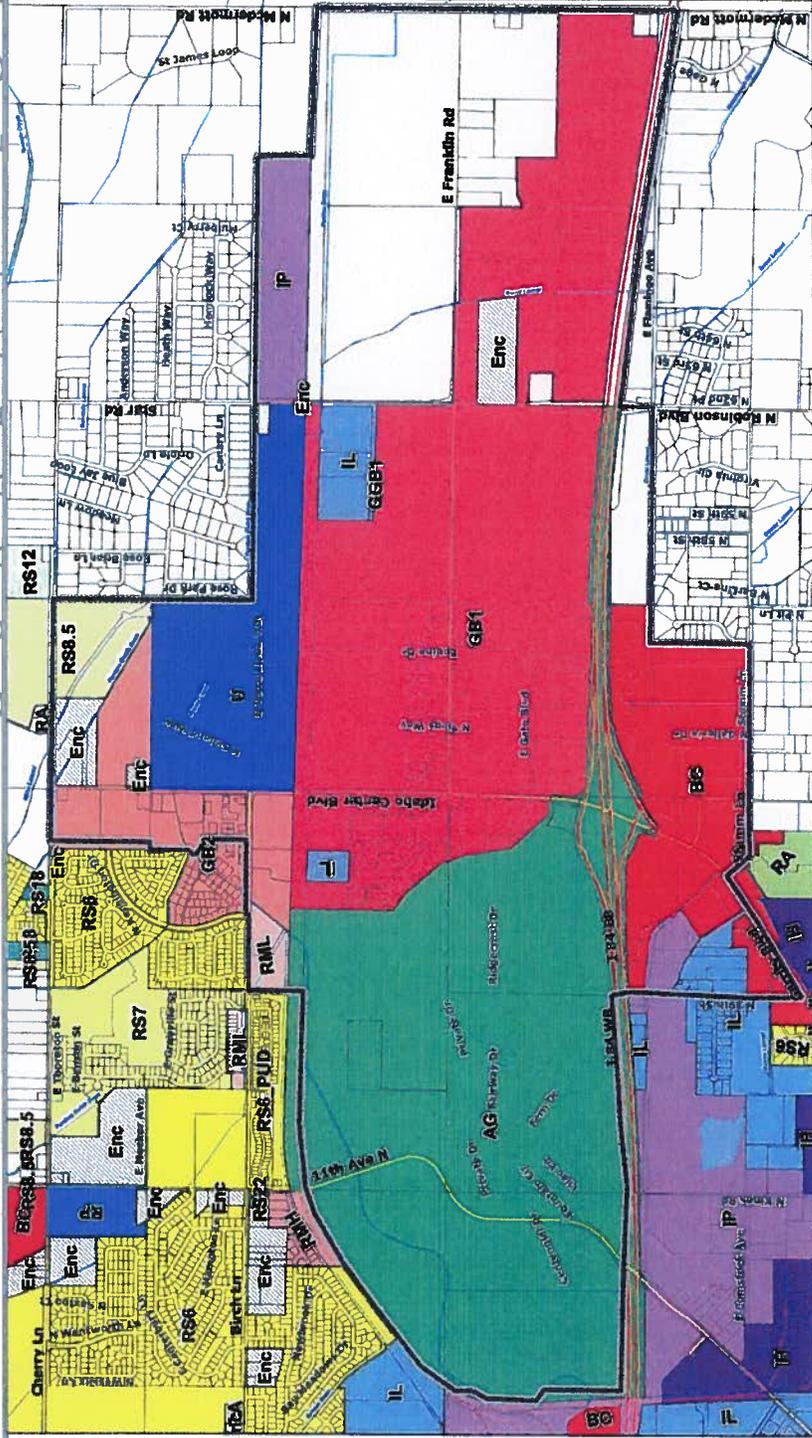


S T R E N G T H S	W E A K N E S S E S
<ul style="list-style-type: none"> High visibility and access from interstate Major industry and job providers in the area College of Western Idaho – continued student growth and investment in the area Idaho Center Horse Park growth attracts a great number of out of town visitors. Agricultural feel - open spaces - green space – <i>in some ways this is a threat or a weakness for development</i> 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* <i>Customized training through CWI</i> <i>Sense of Place - Rural in nature</i> <i>Auto Center Mall – Major employer</i> <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. <i>Replacement needed at the horse park to maintain competitive edge</i> <i>Limited Labor force</i> <i>Signal timing</i>
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 <i>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</i> <i>Attracting a brewery could provide a good transition from industrial land</i> <i>Higher development standards to help create an experience that draws people to the district</i> 	<ul style="list-style-type: none"> Traffic congestion Inadequate infrastructure - roads, water, sewer and irrigation Overdevelopment Incompatible land uses – <i>Ammonia – Anhydrous, noise and odors prevent residential near Sorrento Lactalis</i> Disrepair and appearance of private property Taxes Community buy-in to proceed Unaffordable housing - especially for students and young families <i>Development competition in other jurisdictions – local and regional</i> <i>Signal at Ustick is congested and will likely get worse</i>

**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

C U R R E N T Z O N I N G



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)

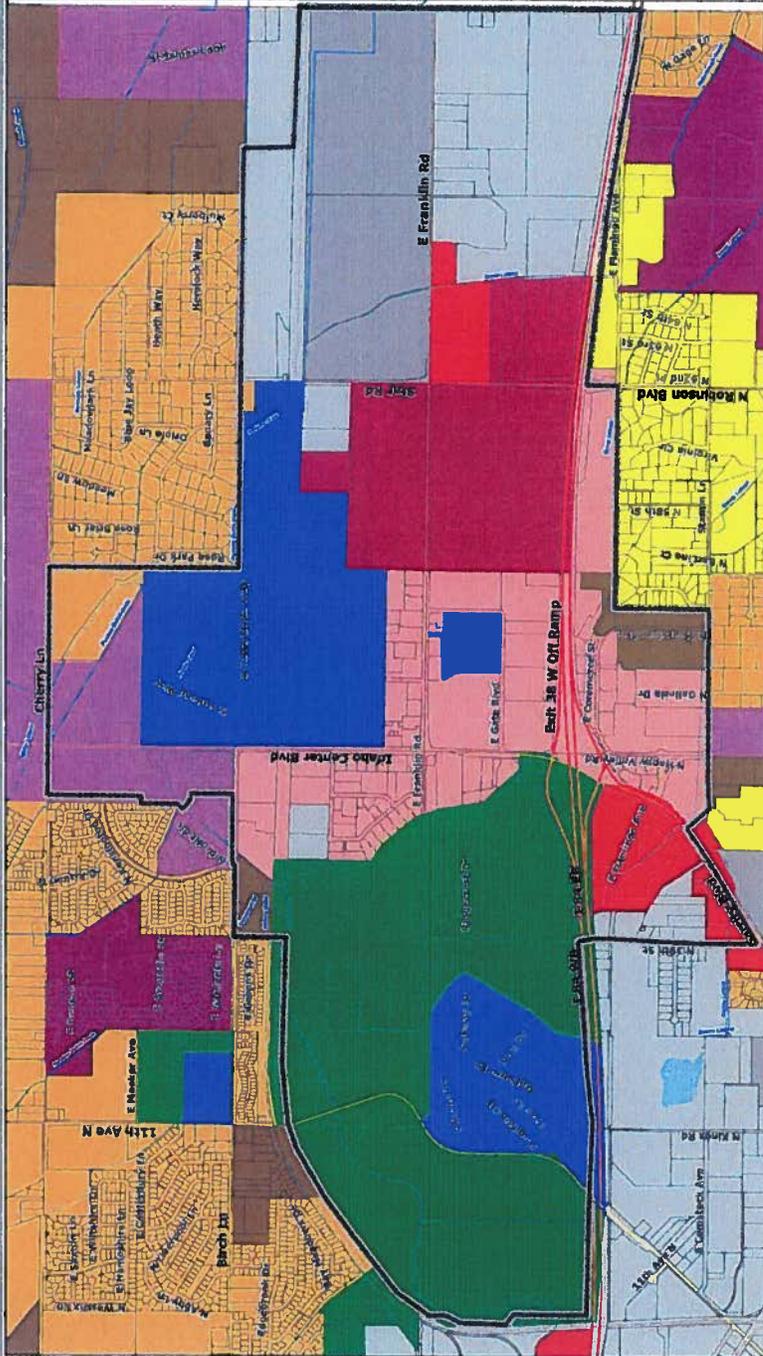
IL - Light industrial district is intended to create, preserve and enhance areas containing a wide range of manufacturing and related establishments, and is typically appropriate to areas providing a wide variety of sites with good rail or highway access. (Ord. 2140)

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)
- G81 - 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 compatible in nature and appearance and are encouraged to feature high standards of architecture, landscaping and site planning. G81 is specifically intended for mixed use, primarily commercial development with flexible development standards. (Ord. 3450, 5-23-2005)
- G82 - Gateway business district** is similar to G81. The G82 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



Light Industrial 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.

General Commercial 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.

Community Mixed Use 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 connections with adjacent residential areas would be encouraged.

Highway Commercial 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.

Business Park - Comprehensive Plan Subcommittees 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

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

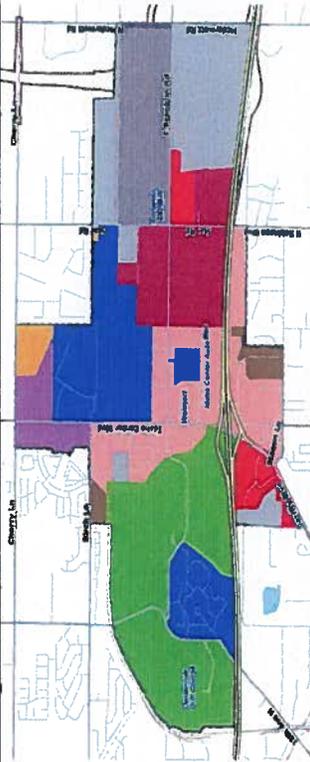
MD - Medium density residential 4-9 units per acre; can be developed as manufactured homes, attached and detached residences, single family attached homes, patio homes, townhomes/row houses, low density apartments, duplexes and condominiums.

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

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



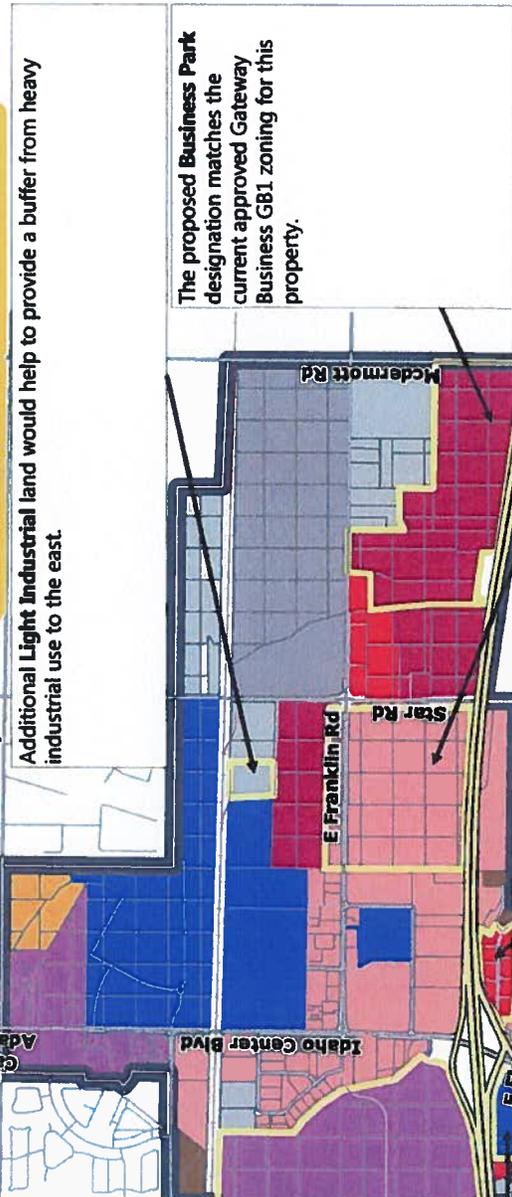
- Community Mixed Use
- Neighborhood Commercial
- Highway Commercial
- General Commercial
- Business Park
- Parks
- Public

- Ag
- LD_Res
- MD_Res
- HD_Res
- Residential Mixed Use
- Employment Center
- Light Industrial
- Heavy Industrial

Potential Future Land Use Changes

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

Idaho Department of Health and Welfare has developed a master plan for its land in Northeast Nampa. The **Community Mixed Use** designation is most appropriate for its future vision.



Additional **Light Industrial** land would help to provide a buffer from heavy industrial use to the east.

The proposed **Business Park** designation matches the current approved Gateway Business GB1 zoning for this property.

Saint Alphonsus has plans to expand its Medical Center, the **Public** designation may be most appropriate.

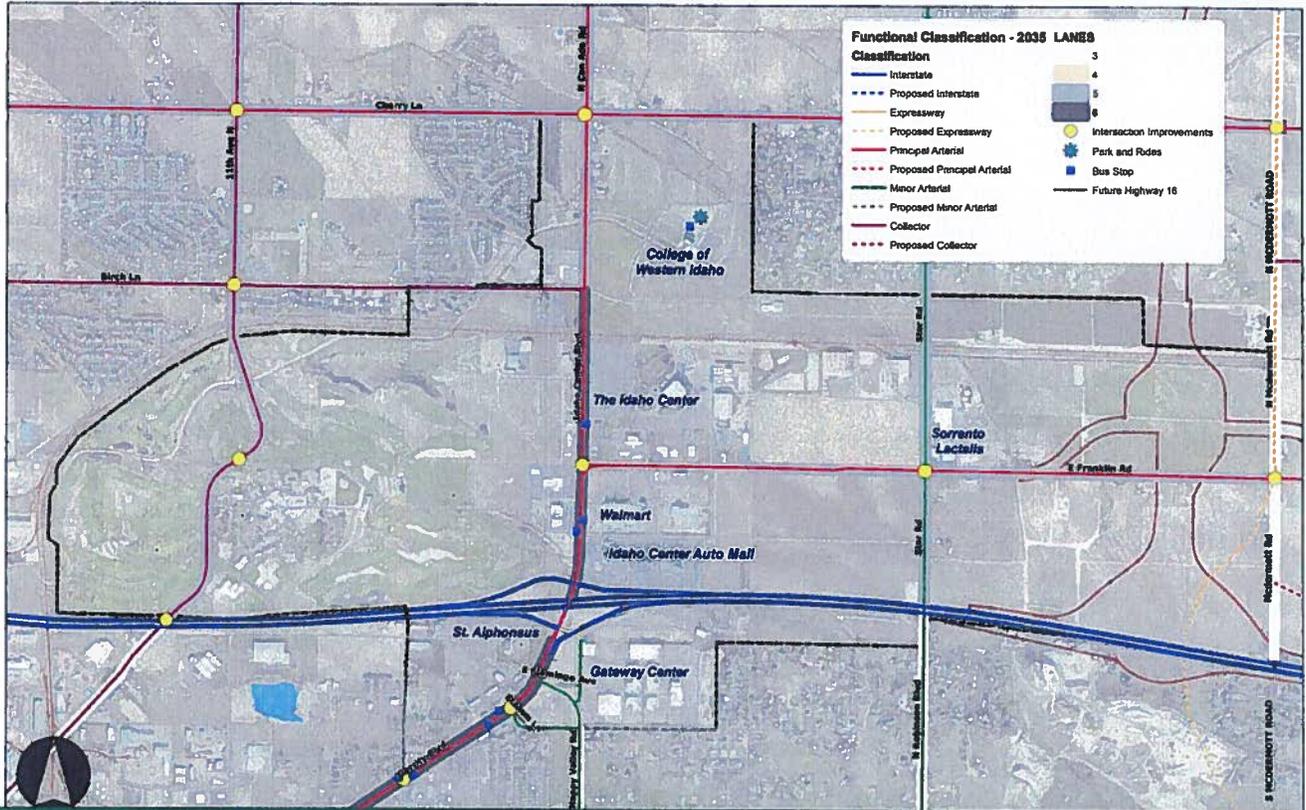
Additional **General Commercial** was suggested around the Nampa Gateway.

Freeway visibility and the future Highway 16 interchange on the eastern boundary of the planning area prompted a desire to see more **Highway Commercial**.

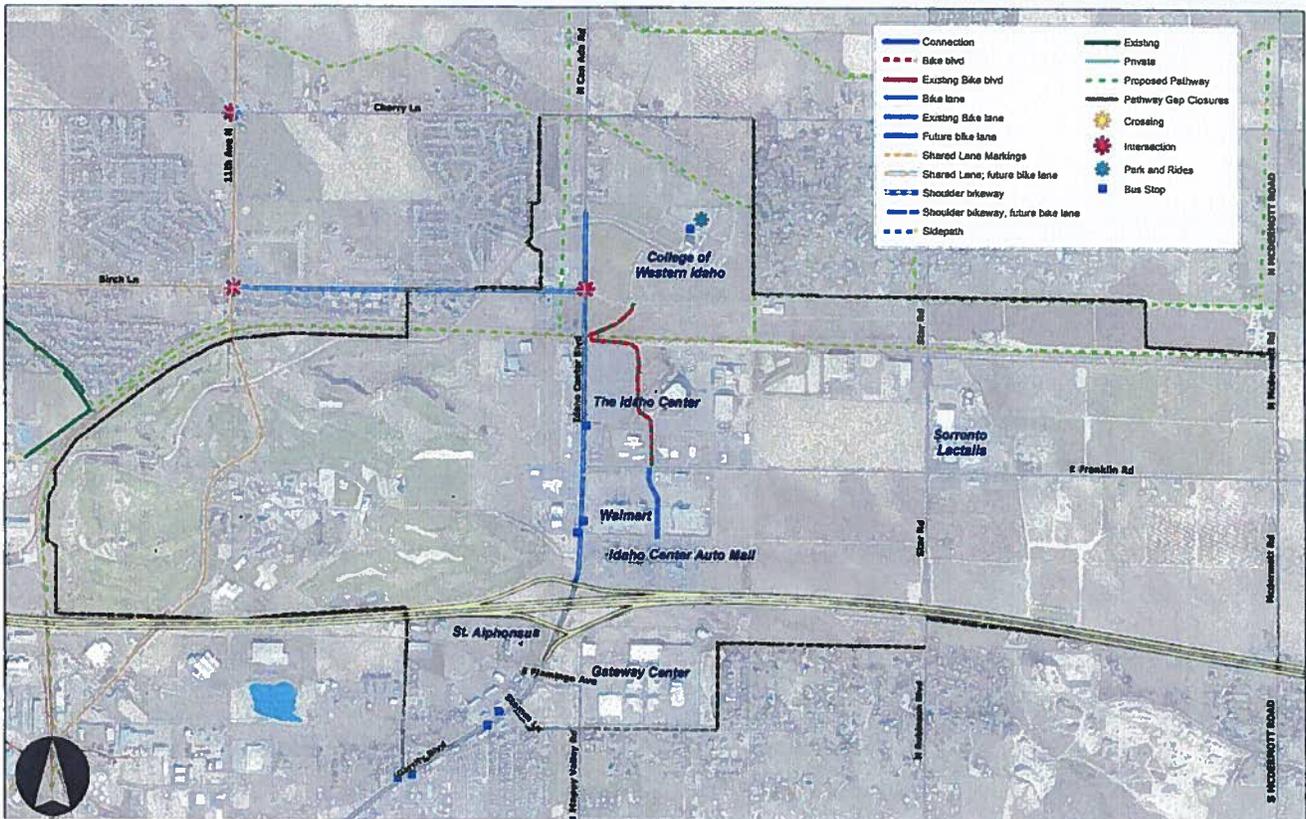
*** Technical Advisory Committee (TAC) members suggested the above revisions to the Future Land Use Map. Not all members were in agreement with all of the highlighted changes and some may not end up in the final plan. Your input on these potential changes and any other land use changes in the planning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

SPECIFIC AREA PLAN

FUTURE ROADWAY CLASSIFICATION



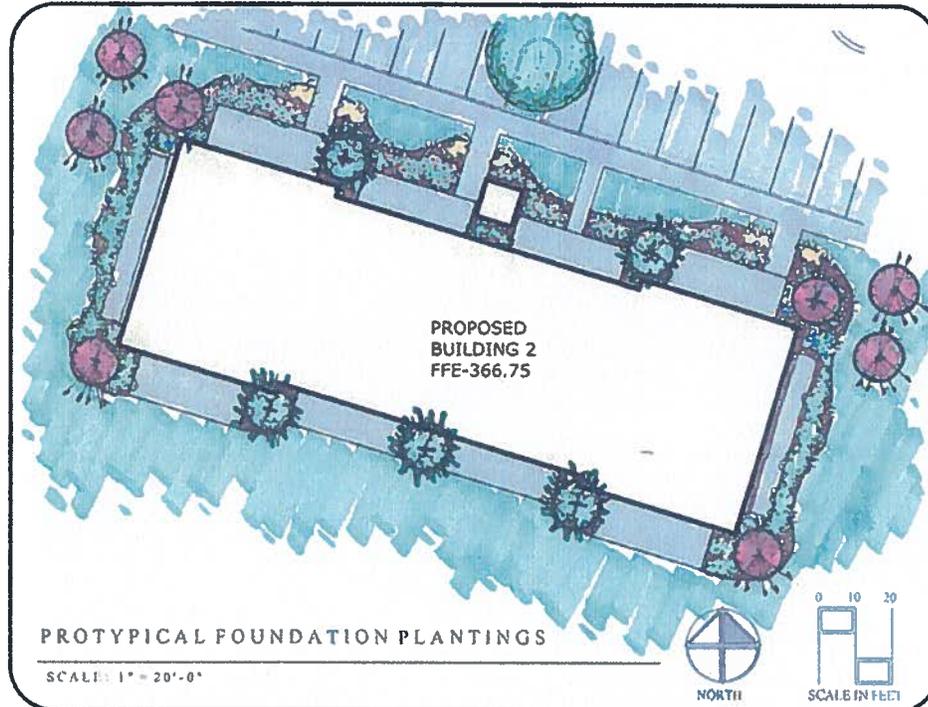
BICYCLE & PEDESTRIAN IMPROVEMENTS



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.

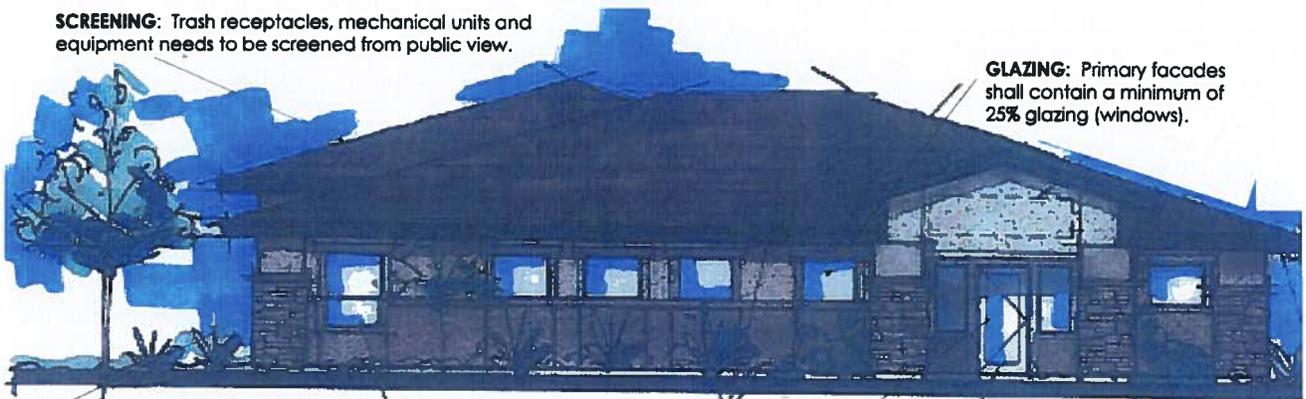
PARKING: Interior parking lot planters shall be located at intervals not to exceed 90' except for parking located immediately in front of the building.

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 Florida Specific Area Plan.

NO - Existing design requirements for BC and CB zones are not sufficient for the Northeast Florida Specific Area Plan.

RESOLUTION NO. _____

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

WHEREAS, 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 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 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 1st day of February, 2016.

Approved:

MAYOR ROBERT HENRY

ATTEST:

City Clerk

**CITY OF NAMPA
DEPARTMENT PROPERTY DISPOSAL REQUEST**

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

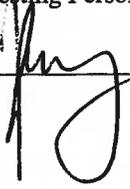
Disposal Method Code	Use Category	Qty.	Description of Item	Cond. Code	Estimated Value
05	NPD	1	Sony Bravia LCD TV-burned out power supply	U	0

Disposal Method Codes:

Condition 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: _____

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

Requesting Department: Nampa Police Department		Received By: <i>Doris Hayward-Roland</i>	
Requesting Person Name (Print): Joe Ramirez		Date Received: <i>January 25, 2016</i>	
Requesting Person Signature: 	Date: <i>1/5/16</i>		

PROFESSIONAL SERVICES AGREEMENT Zone B Pipe Repairs-CIPP

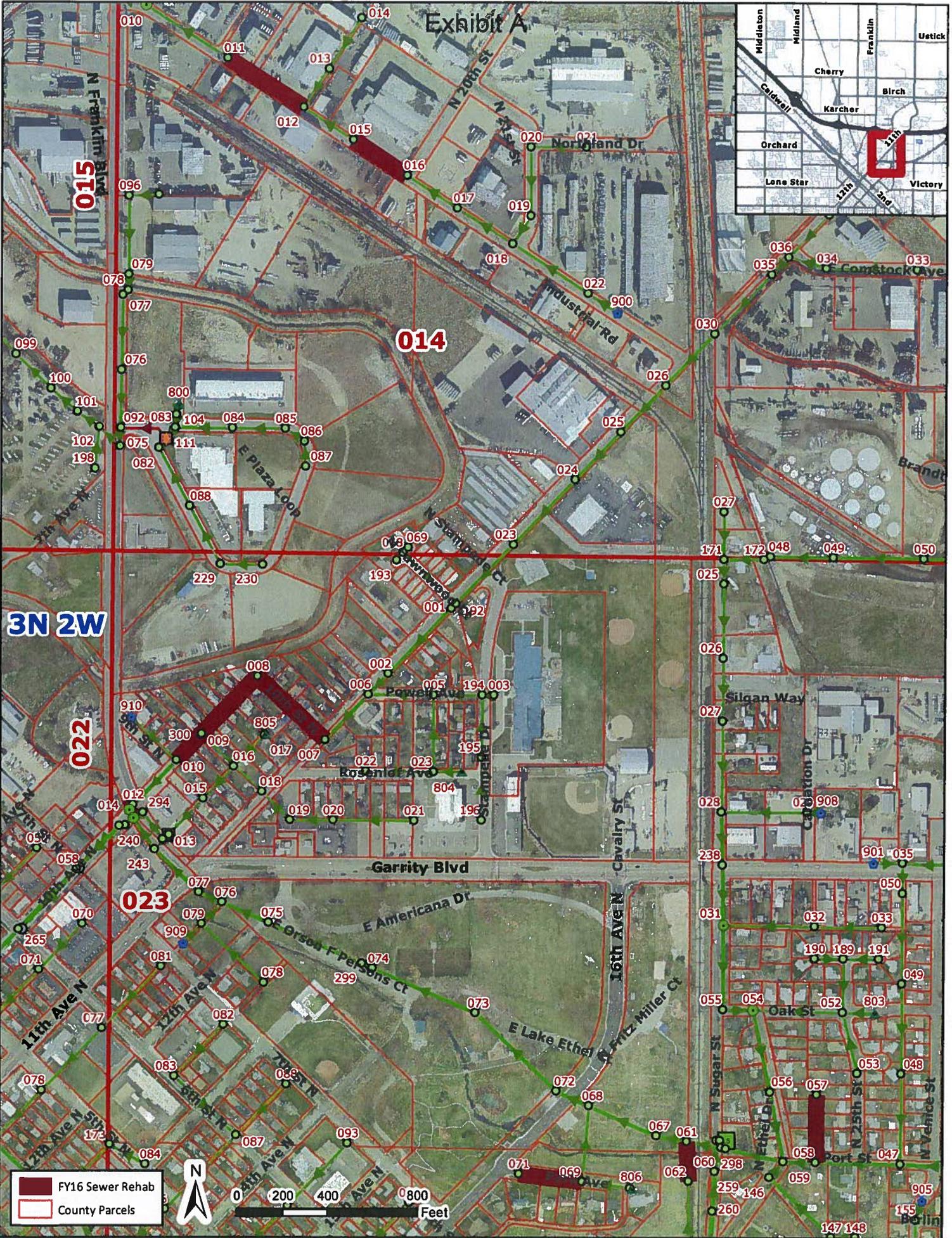
- Each year as part of the City's Asset Management program the Wastewater Division identifies sanitary sewer lines and infrastructure that are in need of rehabilitation or replacement.
- For FY16 the Wastewater Division identified 2,400 feet (0.45 miles) sanitary sewer line in need of rehabilitation (Exhibit A). The rehabilitation method used for this project is Cured-in-place pipe (CIPP). CIPP is a specialized form of rehabilitation that is cost effective while reducing construction impacts.
- The discharge manhole for the Birch lift station has significant concrete deterioration and corrosion (Exhibit B). When the Purdam lift station comes on-line in the summer of 2016 it will also discharge into the manhole. The additional discharge will only accelerate the deterioration and corrosion and eventually cause the manhole to collapse. An in-place structural retrofit is needed to ensure the manhole remains functional.
- JUB Engineers, Inc. has been selected by interview to design the project and assist with bidding and construction requests for information.
- The Zone B Pipe Repairs-CIPP project has an approved FY16 Wastewater Division budget of \$300,000. The current project estimate exceeds available budget due to the addition of a discharge manhole retrofit.
- The Purdam pressure line discharges into an existing manhole. The existing manhole has significantly degraded. It will be much easier to replace the manhole now before the Purdam is in operation.

Engineering	\$ 49,799
<i>Construction Observation Estimate</i>	\$ 32,000
<i>Construction Estimate</i>	\$ 320,000
Total	\$ 401,799

- JUB Engineers, Inc. has provided an initial Scope of Work and Labor Estimate to provide design, survey and construction support services for \$49,799 (Exhibit C).

REQUEST: Authorize Mayor and Public Works Director to sign Task Order and Contract with JUB Engineers, Inc. to provide design and construction support services for the Zone B Pipe Repairs-CIPP project in the amount of \$49,799 (T&M N.T.E.).

Exhibit A

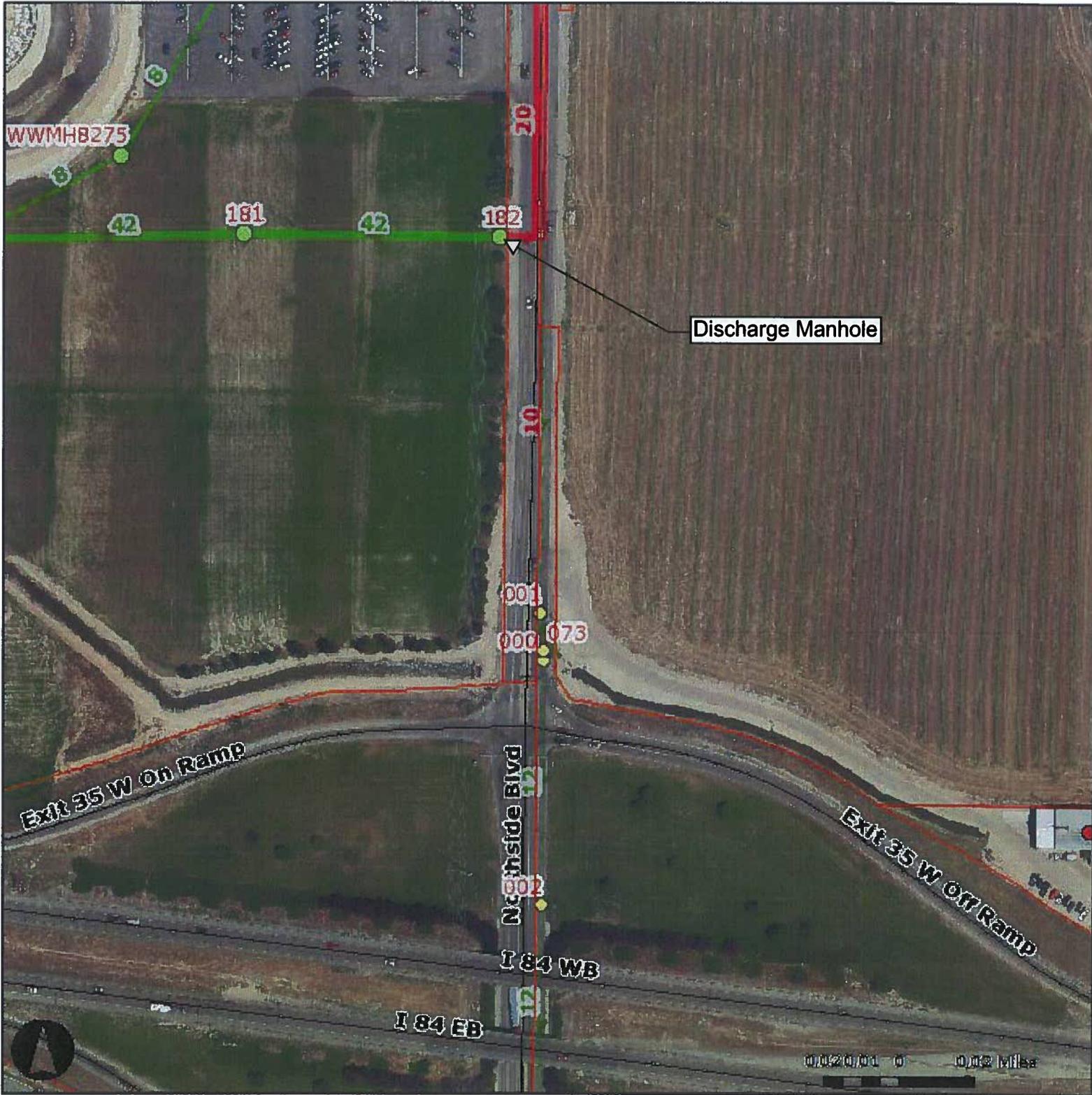


3N 2W

 FY16 Sewer Rehab
 County Parcels



Exhibit B





J-U-B ENGINEERS, Inc.
Scope of Professional Services, Schedule and Fee Basis
FOR
City of Nampa, Idaho (“CITY”)
2016 Sewer Rehabilitation Project

SECTION 1 - PROJECT UNDERSTANDING

The project objective is to replace the deteriorated Purdam Discharge Structure located near Northside Boulevard and Karcher Road and rehabilitate approximately 2,400 linear feet of collection sewer in the FY2016 asset management zone using trenchless rehabilitation techniques. A summary of the collection sewer rehabilitation pipeline project locations is provided in the table below.

Description	Location	Approx. Length (FT)
Section 14	MH 012 to MH 011	403
Section 14	MH 016 to MH 015	289
Section 23	MH 007 to MH 008	417
Section 23	MH 008 to MH 009	359
Section 23	MH 300 to MH 010	137
Section 23	MH 012 to MH 014	21
Section 23	MH 071 to MH 069	289
Section 23	MH 062 to MH 061	185
Section 23	MH 057 to MH 058	300
TOTAL		2400

The CITY has completed an initial review of the CCTV inspection of the sewer reaches to be rehabilitated and reviewed these for suitability of cured-in-place (CIPP) rehabilitation. The approach is to confirm the suitability CIPP to provide a structurally independent pipe. Service lateral rehabilitation is not intended. Generally, the approach will include the following tasks:

- Task 1 - Project Management and Meetings
- Task 2 - Purdam Discharge Box Preliminary and Final Design
- Task 3 - FY2016 Zone B CIPP Rehabilitation Evaluation and Design
- Task 4 - Bidding Assistance
- Task 5 - Construction Assistance

The project is intended to be substantially constructed by the end of September 2016 with duration of project close out services potentially extending into October 2016. The CITY's goal is to incorporate flexibility in the construction contract start dates to allow lining Contractors to mobilize at optimal time periods.

SECTION 2 – ITEMS TO BE PROVIDED BY THE CITY TO J-U-B AND PROJECT ASSUMPTIONS

- 1) The CITY will provide J-U-B with the following for the design phase of the project:
 - A. Existing easement agreements in the project areas.
 - B. Liaison with private and public entities for site access, construction coordination, etc.
 - C. A geotechnical report is not available and an investigation will not be performed. Conservative assumptions will be taken in the structural design.
 - D. Provide pipe CCTV tapes, record drawings, locations of all service connections, and maintenance information about the subject sewers. CCTV tape quality shall be of



sufficient quality to accurately evaluate the condition of the pipe, service line locations and establish pipe joint deflection or offsets. CCTV inspection during low flows or while by-pass pumping is encouraged.

- E. Dye testing and additional CCTV inspection may be required to identify service laterals which are active or inactive as mutually agreed between the CITY and J-U-B.
 - F. GIS shape files showing sewers and other utilities, rights-of-ways, property lines, addresses, ownership, and recent high resolution aerial mapping. This data will be used to develop base mapping for the project.
 - G. Field survey data of manholes in the rehabilitation area, including rim and invert elevations, pipe sizes, X,Y coordinates on CITY datum and compatible with CITY GIS data.
 - H. Secure and pay for final permits, easements, agency approvals, and agreements required for the project. J-U-B shall provide assistance to the CITY as outlined in subsequent tasks.
 - I. Assist J-U-B in field visits.
- 2) The CITY will provide J-U-B with the following during the bidding and construction phases:
- A. Distribute all bidding documents, addenda and other correspondence to plan holders.
 - B. Provide administration to bid the project.
 - C. Provide J-U-B access to software that may be used for transmitting RFI's, shop drawings and other correspondence.
- 3) Assumptions:
- A. SWPPP will not be required, as it is anticipated that this project will result in a land disturbance of less than one acre. The Contractor will be required to provide an Erosion and Sediment Control (ESC) plan per the Technical Specifications developed by J-U-B if excavation is required.
 - B. It is assumed that no research or land surveys are required to establish public right-of-ways, easements, or property unless specifically listed in this Scope of Services. City/County GIS data will be used. City will secure additional temporary construction easements if necessary for construction of the work.
 - C. The J-U-B will serve as the engineer of record as a consultant to the CITY during construction as defined by these Scope of Services. The CITY will employ others to serve as the "Engineer" during construction and "Resident Project Representative" (RPR) for the roles of the Engineer and RPR during construction shall be defined in ISPWC Division 100, Standard General Conditions, and as modified by the CITY's Standard Supplementary Conditions provided with the Project Manual. J-U-B will be afforded the projections as the Engineer under the before mentioned documents.
 - D. The CITY agrees that the Contractor shall be solely responsible for jobsite safety per the Construction Contract Documents. The CITY agrees that the CITY and J-U-B shall be indemnified by the Contractor per the Contract Document General Conditions.
 - E. J-U-B shall not be responsible for the acts or omissions of any Contractor(s), suppliers, or any individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
 - F. No pre-bid meetings are required.
- 4) The CITY will:
- A. The CITY will provide QLPE review and DEQ coordination if required.
 - B. During construction of the Project, the CITY shall promptly notify J-U-B of issues related to the Contractor's performance of the work.
 - C. Attend pre-construction conferences, construction progress meetings, Substantial completion and final project close-out meetings.



- D. Give prompt written notice to J-U-B whenever the CITY observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's services, or any defect or non-conformance in J-U-B's services or in the Work of any Contractor.
 - E. Provide legal services as the CITY may require.
 - F. Render all final decisions related to: 1) Changes or modifications to the terms of the contraction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
- 5) The Construction Contractor retained by the CITY will:
- A. Be required to provide a Traffic Control Plan as necessary per the Technical Specifications developed by J-U-B.
 - B. Supply a detailed construction schedule and submittal log at or prior to the pre-construction conference.

SECTION 3 – SERVICES TO BE PERFORMED BY J-U-B

J-U-B's scope of services is specifically limited to the following:

Task 1 – Project Management and Meetings

- 1.1 **Kickoff Meeting:** J-U-B will prepare and conduct a kick-off meeting with CITY staff for the purpose of discussing the project approach and obtaining information that may be available from the CITY, reviewing project schedule, etc.
- 1.2 **Progress Meetings:** Attend progress meetings with the CITY staff as needed to discuss project status, provide task order status summaries, present deliverables, and receive direction from the CITY. It is anticipated that four (4) progress meetings will be held during completion of Task 2 and Task 3, primarily in the design phase of the project. Bidding or construction meetings are provided as specifically listed in the relative tasks.
- 1.3 **Project Management, Administration and Tracking:** Prepare monthly project updates with invoices, project management, and coordination with the project team and Public Works staff. Project updates shall include a summary percent completed work and fee expended. Monitor team progress, action item lists, task deadlines, items needed from CITY; provide documentation, permitting milestones, and critical path items as needed. This subtask will extend through the Bidding and Construction Phases.

Deliverables:

- 1. Kickoff meeting minutes.
- 2. Progress reports and meeting summaries as applicable.

Task 2 – Purdam Discharge Box Evaluation and Design (Priority #1 Repair)

- 2.1 **Base Map Update:** J-U-B order a title report and research available records of survey at the project site. Easements identified in the title report shall be reviewed and placed on the base drawings for the Purdam Sewer Improvements - Schedule A project.
- 2.2 **Concept Design:** Two concepts will be developed for replacement of the discharge box and involve either precast structures or site built cast-in-place (CIP) concrete structure. Conceptual layouts of the two alternatives will be prepared and submitted to the City for review.
- 2.3 **Final Design:** J-U-B will complete final design of the preferred concept alternative. Geometry and layout will consider ultimate flow conditions into the discharge box. Consideration will be taken to include provisions for possible future odor control with the



assumption of a passive venting into a bio-swale or filter. Vent sizing will be made accordingly. Structural design and detailing of the discharge box shall be completed. Plans and details will be prepared on 11"x17" sheets.

- 2.4 Project Manual and Technical Specifications:** J-U-B will prepare special provisions to the 2012 ISPWC and the CITY's standard specifications. A Project Manual will be prepared using ISPWC front-end documents and CITY requirements as applicable.
- 2.5 Review Submittals:** J-U-B will prepare a 90% review submittal to the City to include Plans and the Project Manual. City review comments will be addressed as applicable into the final 100% complete deliverables. Opinions of probable construction costs will be prepared for each submittal package.

Deliverables:

1. Electronic pdf copies of Discharge Box Conceptual Layouts.
2. Four (4) copies of the 90% submittal package with opinion of probable construction cost. Electronic pdf version is included.
3. Four (4) copies of the 100% submittal package with final opinion of probable construction cost. Electronic pdf version is included.

Task 3 - CIPP Rehabilitation Evaluation and Design (Priority #2 Repairs)

- 3.1 Review Existing Information:** J-U-B will review information provided by the CITY in regard to the existing sewer system including:
- a. Record drawings if available.
 - b. J-U-B shall review CCTV inspection video to verify the applicability of CIPP for each sewer segment. to generally determine pipe and pipe joint condition as applicable to CIPP rehabilitation, broken pipe sections, joint condition, ovality, service lateral locations and connections, significant grade breaks, protrusions into the pipe, and offset joints that are visible from the CCTV and other factors that could potentially affect CIPP lining performance. It may be recommended for the CITY to perform additional inspection videos if sections of the sewer that may not be clearly visible in the existing CCTV. The evaluation will be done in close coordination with CITY staff.
- 3.2 Manhole Condition Assessment:** J-U-B will inspect each manhole with the assistance from the CITY, along the proposed rehabilitation alignment to visually assess the general condition of the manhole. The manhole assessment will be conducted from the ground surface without entering the manholes. Documentation of the manhole condition assessment will be summarized on manhole inspection forms.
- 3.3 Prepare Preliminary CIPP Rehabilitation Summary Schedules and Base Mapping:** Based on information collected and reviewed, and hydraulic design flow, J-U-B shall evaluate.
- a. J-U-B shall review each rehabilitation alternative and prepare draft rehabilitation schedules that will be used in final design. The schedules shall be prepared for each sewer segment tabulating service locations, protruding services, broken pipe sections, offset joints and other pertinent data to the CIPP design. J-U-B shall review each rehabilitation segment area and prepare a list of project issues to be provided to the CITY.
 - b. Preliminary calculations will be prepared for each rehabilitation segment to estimate material thickness and preliminary opinions of construction cost shall be prepared for each method.
 - c. Concept hydraulic analysis and bypass pumping requirements for sewers larger than 8-inch.



- d. J-U-B shall review the CITY's provided GIS information and prepare GIS map sheets for the rehabilitation segments. The map book will include 11'x17" figures such as: an overall site vicinity key map, section map showing sewer rehabilitation segment, sewer size, length, manhole ID #, etc. Service locations will not be shown. Scale will be 1"=200', color with available CITY aerial mapping background. Street address will be added to the adjoining residents and businesses.
- e. A preliminary opinion of probable construction cost will be prepared for the rehabilitation work.
- f. An internal QC review will be performed by a senior engineer on the CIPP evaluation and deliverables of this Task. J-U-B shall submit these deliverables and meet with the CITY to review CITY comments. Review comments will be addressed in Task 3 Final Design.

Deliverables:

1. Four (4) hard copies of the Manhole Inspection Forms, Rehabilitation Schedules, Mapping Sheets, and Cost Estimate.

3.4 Resident/Business Coordination for Design Phase : J-U-B shall assist the City with landowner coordination on the project during preliminary design which will include the following:

- a. Creation of a project flyer which will be mailed by the CITY. The flyer will have J-U-B and City contact information that interested parties can call for additional information.
- b. J-U-B will conduct door to door meetings with residents and business owners along the project segments to address any initial comments received from the project flyer. A project tracking log will be kept to summarize discussions and feedback.

Deliverables:

1. Project informational flyer and tracking log summarizing comments received.

3.5 90% Final Design Package: J-U-B shall complete final design and prepare construction documents for the sewer rehabilitation and related work elements as listed below. Design will be based on the CITY's proposed adopted version of the 2012 ISPWC as modified by the Nampa's Construction Standards and will include the following:

- a. Complete final design calculations of the liner thickness for each rehabilitation sewer.
- b. Prepare final rehabilitation schedules for each sewer segment (MH to MH) delineating information developed from subtask 3.3. Services to be reinstated and other information will be tabulated from distance measured in the CCTV inspections.
- c. Prepare final GIS map plan view sheets to include MH survey, ID #, length, sewer size, flow direction and GIS base mapping on 11"x17" sheets to be bound in the project manual.
- d. Prepare draft Project Manual using ISPWC front-end and CITY requirements.
- e. Supplemental Technical Specifications for the project including the preferred rehabilitation method, or HDPE specifications, performance based bypass pumping, public notification requirements, traffic control requirements, and others deemed necessary for the project.
- f. Opinion of probable construction cost using the draft bid schedule.
- g. A senior engineer will perform a QC of the liner calculations, plans and technical specifications.



- h. J-U-B will submit four (4) copies of the 90% review package to the CITY for review and comment. J-U-B will meet with the CITY to review submittal package and receive comments and direction from Public Works staff on the project.

3.6 100% Final Design and Project Manual Package (Bid Ready): J-U-B will incorporate the CITY's review comments (as applicable) and perform final design tasks of the sewer rehabilitation and prepare a Project Manual in accordance with CITY's requirements (Advertisement, Bidding Documents, Contract Documents, technical specifications, as well as plans, and details):

- a. Incorporate applicable CITY review comments into the plans and technical specifications.
- b. Prepare 100% complete design calculations, rehabilitation schedules and GIS mapping sheets.
- c. Prepare Project Manual in accordance with CITY's requirements (Advertisement, Bidding Documents, Contract Documents, technical specifications, as well as plans, and details for items that are not covered or are in addition (clarification) to the ISPWC and CON's Standard Construction Specifications.
- d. Complete an internal QC review with a senior J-U-B engineer
- e. Opinion of probable construction cost and preliminary bid schedule.
- f. J-U-B will submit six (6) copies of the 100 % (Bid Ready) submittal package

Deliverables:

- 1. Four (4) copies of the 90% Project Manual, draft opinion of probable construction cost.
- 2. Six (6) copies of the Final (100% Bid Ready) Project Manual, final opinion of probable construction cost.
- 3. Electronic pdf version of the 100% Plans and Project Manual.

Task 4 – Bidding Assistance

4.1 Bid Administration Services: J-U-B will assist the CITY during the bidding phases of the Task 2 and Task 3 projects as described below or specifically requested by the CITY:

- a. J-U-B will provide and additional (10) sets of the Project Manual and Plans for bidding purposes if necessary for each project;
- b. Respond to Bidders' questions and prepare and/or advise the CITY in the issuing addenda;
- c. Assist with the bid review as requested by the CITY and issue a summary of bids and recommendation for award if requested.

Task 5 – Construction Assistance

5.1 Construction Assistance: J-U-B's project manager/engineer will be available during construction to assist the CITY as described below:

- a. Preconstruction Conference: J-U-B will attend pre-construction conferences with the contractor, CITY, CITY retained Construction Engineer and agencies.
- b. Shop Drawing and Product Data Reviews: J-U-B will review shop drawing and product data submittals for compliance with the design and technical specifications.



- c. Construction Questions/RFIs: As requested by the CITY, J-U-B will assist the CITY in review of RFIs, and construction questions.
- d. Review Testing Data: J-U-B will review post-CIPP CCTV inspection video and other CIPP testing data.

TIME OF PERFORMANCE

Task Number	Task Name	Schedule/Milestone*
Task 1	Project Management and Meetings	On-going throughout other tasks
Task 2	Purdam Discharge Box	Completed within 60 calendar days of Notice to Proceed.
Task 3	FY 2016 CIPP Rehabilitation Evaluation and Final Design	Completed within 60 calendar days of CITY's approval of Task 2 deliverables.
Task 4	Bidding Assistance	Completed as required by CITY's bidding and contract award schedules
Task 5	Construction Assistance	On-going throughout construction

*Does not include time for review and approval of the CITY, easement acquisition, and agency approvals.

COMPENSATION

The CITY will pay J-U-B for its services and reimbursable expenses on a not to exceed basis of the total listed below.

Task Number	Task Name	Fee Type	Amount
Tasks 1 - 3	Project Management and Meetings, Purdam Discharge Box, FY2016 CIPP Rehabilitation Evaluation and Design		\$ 36,477
Task 4	Bidding Assistance		\$ 5,434
Task 5	Construction Assistance		\$ 7,888
		TOTAL (T&M N.T.E.)	\$ 49,799

Revision Date:

TASK NO.	Approximate Billable Hourly Rate	Senior PM/QC	Structural Engineer	EIT	PE	Survey Tech	CADD	PLS	Survey Crew	GPS	Subconsultant or Equipment Expense	Task Totals*
Task 1 - Project Management and Meetings												
1.1	Kickoff Meeting	2		2								\$550
1.2	Progress Meetings (4) Assumed	6		2								\$1,334
1.3	Project Management, Administration and Tracking	8										\$1,568
Task 1 Total:		16	0	4	0	0	0	0	0	0	\$0	\$3,452
Task 2 - Purdum Discharge Box Evaluation and Design												
2.1	Base Mapping Update	1				4					\$300	\$1,209
2.2	Concept Design	4	8	8			8					\$3,024
2.3	Final Design	2	2	4								\$960
	General Layout, Hydraulics		12									\$1,512
	Structural Design	4	16				12					\$3,700
	Plan Details	2	8	12								\$2,348
2.4	Technical Specifications, Cost Estimate	4	2	6								\$1,510
	Prepare Project Manual	2	8	4								\$2,016
2.5	Review Submittals and Revisions per City Comments	2	8	4								\$2,016
Task 2 Total:		19	56	34	0	4	24	3	0	0	\$300	\$16,279
Task 3 - FY2016 Zone B CIPP Rehabilitation Evaluation and Design												
3.1	Review Existing Information	4		12								\$1,861
3.2	Manhole Condition Assessment, Documentation	4		8								\$1,416
3.3	Prepare CIPP Rehabilitation Summary Schedules, Base Mapping	1		10								\$1,115
	Prepare Rehabilitation Schedules	1		2								\$354
	Preliminary Liner Calcs	1		2								\$1,270
	Prepare Base GIS Mapping Sheets	1		2			10					\$2,377
	Coordination with Contractors and Quote, Costs	2		3								\$392
3.4	Initial Resident/Business Coordination	2										\$0
A	Develop base map with landowner, business contact information	1		2			2					\$308
	Develop informational flyer	1		2								\$354
8	Design Phase Meetings (door to door) [8 contacts @ 1. Inv/EA]	2		8								\$1,024
3.5	90% Final Design Package											
	Final Design Liner			3		1						\$366
	Prepare GIS base vicinity sheet			4			2					\$150
	Develop GIS base sheets, repair schedules for project manual			4			6					\$962
	Project Manual, Technical Specs, Cost Est.			20		1						\$3,277
	QC Review			4								\$908
3.6	100% Final Design, Project Manual Package (Bid Ready)											
	Incorporate City Comments, Revisions			4								\$512
	Final Design Tasks, Revise Schedules and Mapping Sheets			4			2					\$662
	Project Manual Revisions			6								\$866
	QC Final Deliverables			1		4						\$712
Task 3 Total:		32	0	90	12	2	22	0	0	0	\$0	\$16,746
Task 4 - Bidding Support Services												
4.1	Bidding Services (Task 2 and 3 Separate Bid)											
	Publish Bidding Documents			4								\$316
	Bid Administration		6	16								\$4,372
	Bid Award Assistance		3	2								\$746
Task 4 Total		15	6	22	0	0	0	0	0	0	\$0	\$5,434
Task 5 - Construction Assistance												
5.1	Construction Assistance											
	Attend Preconstruction Conference		2	8								\$1,036
	Shop Drawing and Product Data Review		2	6								\$1,780
	Construction Questions, RFIs		12	10								\$4,560
	Post CIPP Testing Data Review		1	4								\$512
Task 5 Total		19	18	24	0	0	0	0	0	0	\$0	\$7,888
Task 1 - Project Management and Meetings Task 2 - Purdum Discharge Box Evaluation and Design Task 3 - FY2016 Zone B CIPP Rehabilitation Evaluation and Design Task 4 - Bidding Support Services Task 5 - Construction Assistance Total (T&M NTE)												\$3,452 \$16,279 \$16,746 \$5,434 \$7,888 \$49,799

**RESOLUTION OF INTENT TO CREATE LOCAL
IMPROVEMENT DISTRICT (LID)
2016 LID 161
City Utility Extensions and Connections**

- This LID is voluntary and provides 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.
- This LID is voluntary and is implemented upon homeowner's request, at which time an agreement is executed
- The LID is for the cost of extensions and connection fees for City irrigation, domestic water, and sewer hookup fees
- Property owners will be assessed the cost of extensions and connection fees in accordance with standard City irrigation, water, and sewer hookup fees
- \$100,000 is the total estimated cost for the creation of the Local Improvement District 161

REQUEST: Council approval of Resolution (Exhibit A) and authorization for Public Hearing (Exhibit B)

RESOLUTION NO. _____

A RESOLUTION DECLARING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, IDAHO, FOR CITY UTILITY EXTENSIONS AND CONNECTIONS WITHIN SAID CITY; TO CREATE LOCAL IMPROVEMENT DISTRICT NO. 161 FOR NAMPA, IDAHO, FOR THE PURPOSE OF MAKING SAID IMPROVEMENTS BY SPECIAL ASSESSMENTS TO BE LEVIED AND ASSESSED UPON THE PROPERTY BENEFITED BY SUCH IMPROVEMENTS; DECLARING SAID IMPROVEMENTS TO BE FURTHER AND ADDITIONAL IMPROVEMENTS; STATING THE ESTIMATED TOTAL COST OF SUCH IMPROVEMENTS AND THE KIND OF CHARACTER THEREOF; FIXING A TIME IN WHICH PROTESTS AGAINST THE PROPOSED IMPROVEMENTS OF THE CREATION OF SUCH DISTRICT MAY BE FILED IN THE OFFICE OF THE CITY CLERK; FIXING A TIME WHEN SUCH PROTESTS SHALL BE HEARD AND CONSIDERED BY THE COUNCIL; AND DIRECTING NOTICE THEREOF TO BE GIVEN.

WHEREAS, the City Council of the City of Nampa, Idaho, deems it to be in the best interests of the City to create "Local Improvement District No. 161 for City Utility Extensions and Connections" for the purpose of extending City services and making utility connections within the corporate limits of the City; and

WHEREAS, the estimated total cost of said improvements is the sum of \$100,000.00.

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

The City of Nampa does hereby declare its intention to extend City services and make utility connections within the corporate limits of the City of Nampa, to be known as "Local Improvement District No. 161 for City Utility Extensions and Connections".

The City intends to extend City services and make utility connections within the corporate limits of the City at the total estimated cost of \$100,000.00. Property owners's lots and lands specifically benefited by such improvements will be assessed the cost of extensions and the connection fees in accordance with standard irrigation, water, and sewer hookup fee policies adopted by the City of Nampa.

Said extensions and connections are to be at various locations throughout the corporate limits of the City.

Protests against said proposed improvements for the creating of such district may be filed in the office of the city clerk, in writing, on or before the 7th day of March, 2016, at 5:00 p.m. At 7:30 p.m. on said day in the Council Chambers of the City Hall, 411 3rd Street South, Nampa, Idaho, such protests shall be heard and considered by the City Council.

The city clerk is hereby directed to give notice of the passage of this Resolution and of the time within which protests may be filed and the date when such protests will be heard and considered by the Council and the estimated total cost thereof and shall therein refer to this Resolution on file in her office for further information in regard thereto. Said notice shall be published in the official newspaper of the City of Nampa. The clerk shall cause the last publication to be made at least ten days before said 7th day of March, 2016, which is the date set for the expiration of filing of protests. She shall file in her office proof of publication of said notice.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 1st DAY OF FEBRUARY, 2016.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 1st DAY OF FEBRUARY, 2016.

APPROVED:

BY _____
Mayor

ATTEST:

BY _____
City Clerk

NOTICE OF PUBLIC HEARING TO CREATE
LOCAL IMPROVEMENT DISTRICT NO. 161
FOR CITY UTILITY EXTENSIONS AND CONNECTIONS

NOTICE is hereby given that the City Council of Nampa, Idaho, has adopted Resolution No. _____ to declare their intention to create Local Improvement District No. 161 for City Utility Extensions and Connections and that a public hearing will be held the 7th day of March, 2016, at 7:30 p.m., in the Council Chambers of the City Hall, 411 3rd Street So., Nampa, Idaho. All interested persons are invited to attend said public hearing or submit written comments to the city clerk prior to the hearing.

Dated this 1st day of February, 2016.

CITY OF NAMPA, Deborah Bishop, City Clerk

Publish: February 8, 9 and 10, 2016

**RESOLUTION AND STATE LOCAL
AGREEMENT FOR CONSTRUCTION
East Greenhurst Road Signals
Project (Key No. 13959)**

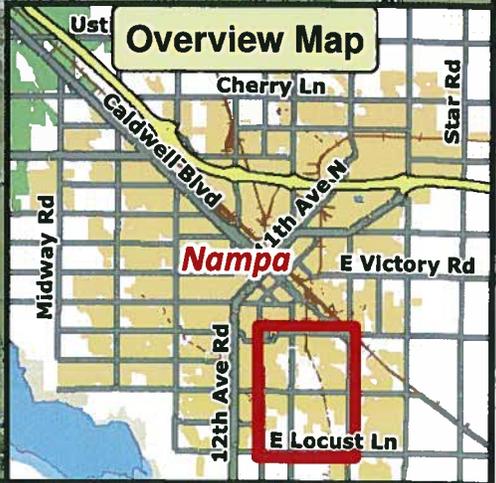
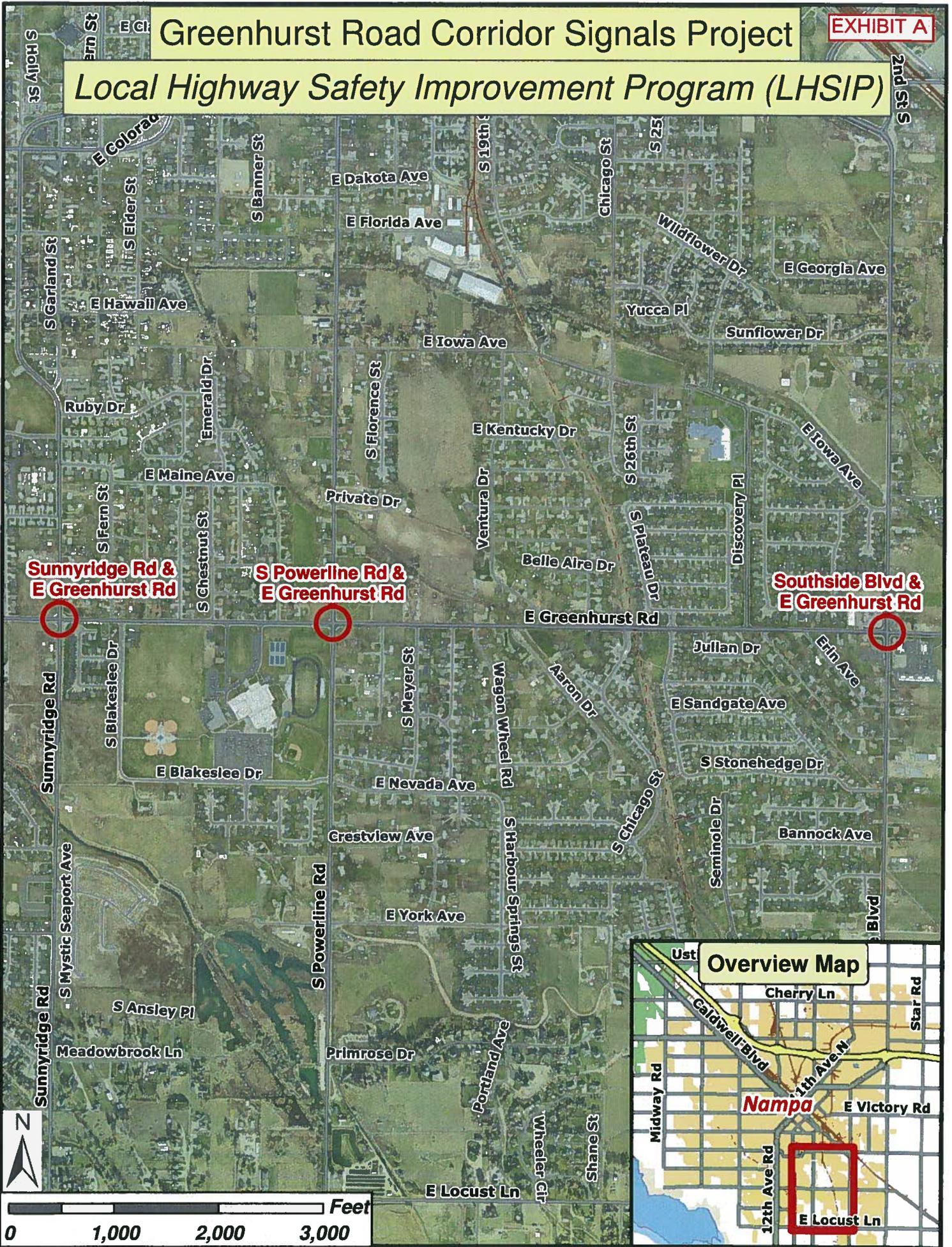
- Based on a demonstrated need for safety improvements, the City was awarded Local Highway Safety Improvement Program (LHSIP) funding to install signal upgrades on Greenhurst Road at the intersections of Sunnyridge Road, Powerline Road and Southside Boulevard (Exhibit A).
- LHSIP is funded by the state's Highway Safety Program through the Federal Transportation Act SAFETE-LU and is aimed at improving safety at high accident locations.
- Crash data showed the Greenhurst intersections to be high on the LHSIP ranking system due to multiple injury accidents within the last 5 years.
- The project will install crash reduction countermeasures to improve the overall traffic flow and protect turning movements. Improvements include Flashing Yellow Turn Arrow (FYLTA) signal heads, pedestrian signal upgrades, enhanced lighting and new signal control equipment.
- Total estimated project cost is \$378,000. Estimated federal allocation is \$351,000 (92.66%), and the City's match portion is \$27,000 (7.34%).
- Funding for local match is from FY16 Streets budget.
- The State Local Agreement for Project Development (design) with ITD was approved by the City Council in January of 2015.
- A Local Professional Services (design) Agreement was approved in April 2015 with Precision Engineering in the amount of \$34,500.00 (NTE).
- Project design is underway and construction is anticipated in the summer of 2016.
- Engineering recommends authorization of this agreement.

REQUEST: Authorize Mayor to sign State Local Agreement for Construction with ITD for the East Greenhurst Road Signals Project (Exhibit B) by Resolution (Exhibit C).

Greenhurst Road Corridor Signals Project

EXHIBIT A

Local Highway Safety Improvement Program (LHSIP)



STATE/LOCAL AGREEMENT
(CONSTRUCTION)
PROJECT NO. A013(959)
GREENHURST RD SIGNALS, NAMPA
CANYON COUNTY
KEY NO. 13959

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION BOARD by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF NAMPA, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested federal participation in the costs of installing crash reduction countermeasures at three intersections along East Greenhurst Road within the City's limits, which has been designated as Project No. A013(959). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

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

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313.23, CFR §635.410, and 28 CFR Part II.

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
5. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated April 10, 2014.
7. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.
2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.

3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.
4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.
5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.
6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise and inspect construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders, and submit all change orders to the Sponsor for their concurrence. If the Sponsor's share of any change order exceeds \$1,000.00, the State will submit a statement to the Sponsor indicating the amount owed by the Sponsor.
7. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.
8. Notify the Sponsor when construction engineering and inspection (CE&I) costs have reached approximately 85% of the estimated cost for CE&I.
9. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
10. Upon completion of the project, after all costs have been accumulated and the final voucher paid by the Federal Highway Administration, provide a statement to

the Sponsor summarizing the estimated and actual costs, indicating an adjustment for or against the Sponsor. Any excess funds transmitted by the Sponsor and not required for the project will be applied to any outstanding balance the Sponsor may have on a previously completed project. If no such outstanding balance exists, the excess funds will be returned to the Sponsor.

SECTION III. That the Sponsor shall:

1. Pay to the State before the advertisement for bids, the amount of **TWENTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY-SIX DOLLARS (\$24,776)**, which is the Sponsor's estimated share of the cost for construction plus preliminary engineering, and construction engineering & inspection (CE&I), and after deducting credit for the Sponsor's previous deposit as applies to Preliminary Engineering and the Sponsor's match for the consulting agreement. These costs and the Sponsor's match are detailed in the attached *Worksheet for State/Local Construction Agreements* marked Exhibit A. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering and contingencies will be approximately 27.5% of the total construction cost.
2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, transmit to the State the Sponsor's portion of such excess cost.
3. Authorize the State to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the Sponsor will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specifications to such a degree that the costs will be increased or the nature of the completed work will be significantly changed.

4. Designate an authorized representative to act on the Sponsor's behalf regarding action on change orders. That authorized representative's name is _____, Phone No. _____.
5. When change orders are submitted by the State for approval pursuant to Section II, Paragraph 6, the Sponsor or its authorized representative shall give approval of same as soon as possible, but no later than ten (10) calendar days after receipt of the change order. If approval is delayed, any claims due to that delay shall be the responsibility of the Sponsor.
6. Upon receipt of any statement referred to in Section II, Paragraphs 6 and 10, indicating an adjustment in cost against the Sponsor, promptly remit that amount to the State.
7. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
8. To the extent provided by the Idaho Tort Claims Act, indemnify, save harmless, and defend, regardless of outcome the State from expenses of, and against suits, actions, claims, or losses of every kind, nature, and description, including costs, expenses, and attorney fees that may be incurred by reason of any negligence of the Sponsor in the work which is the subject of this Agreement.

EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Nampa.

IDAHO TRANSPORTATION DEPARTMENT

Engineering Services
Division Administrator

ATTEST:

CITY OF NAMPA

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

Reviewed by FS:  12/31/15

hm:13959 SLAConst.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF NAMPA**, hereafter called the **CITY**, for construction of Greenhurst Road Signals; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A013(959) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

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

(Seal)

City Clerk

WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS

Key No: 13959
 Project No: A013(959)
 Project Name: Greenhurst Rd Signals
 Sponsor: City of Nampa
 Description of work: This project will install Crash Reduction Countermeasures at three intersections along East Greenhurst Road.

Date of State/Local Agreement for Project Development: 4/10/2014

TOTAL ESTIMATED COST OF CONSTRUCTION Includes E&C	\$343,169		
APPROVED FORCE ACCOUNT WORK	\$0		
PLUS PE BY STATE (from 2101)	\$1,000		
PLUS PC BY LHTAC (from 2101)	\$7,000		
PLUS PC (from PC Agreements)	\$34,500		
MINUS ALL NON-PARTICIPATING PARTICIPATING TOTAL	\$385,669		
MATCH PERCENTAGES		FEDERAL	LOCAL
PERCENTAGE AMOUNTS		92.66%	7.34%
MINUS FEDERAL MAXIMUM		\$357,360.90	\$28,308.10
ADD OVERAGE (If Any To Local)		\$0	
LOCAL SHARE OF CONSTRUCTION AMOUNT		357,361	\$0
			\$28,308

ADJUSTMENTS

PLUS ALL NON-PARTICIPATING (From above if work by contract)	\$0
MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE (from PD Agreement)	\$1,000
MINUS APPROVED FORCE ACCOUNT WORK (From above)	\$0
MINUS PRELIMINARY ENGINEERING PAID BY LOCAL	\$2,532
<i>(If LPA has not rec'd reimbursement, use actual PC dollars paid by LPA)</i>	
<i>(If LPA has rec'd reimbursement, use local match % of actual PC dollars paid by LPA)</i>	
<i>(Amounts must be supported by District Records Inspector Audit)</i>	
CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS	\$24,776

Comments:
 Revised by HM 12-23-15

PREPARED BY: | Heather Parker | Date: 12/21/2015

Approval of Task Order for Construction Program Management Services

- In fiscal year 2014, the City of Nampa Public Works Department began a program management model to execute the various capital projects throughout the department.
- Since that time staffing has changed little and through the demonstrated effectiveness of the Public Works Asset Management program and the support of City Council the amount of much needed capital projects has increased.
- The current limiting factor in the overall program is management of the construction program.
- In an effort to continue to build an efficient and effective construction management program, the Public Works Department solicited request for proposals from consulting firms to provide program assistance and further develop the construction program and program management software evaluation.
- Staff evaluated the firms, selected a firm, and City Council accepted staff's recommendation of HDR _____ and authorized Staff to begin negotiations on _____.
- Staff has completed negotiations with HDR and proposed the attached scope of services for Construction Program Management.
- The proposed scope of services is for the development of the program and includes the following:
 1. Visioning Statement
 2. Program and Project Management Procedures – Establishes a Work Breakdown Structure (WBS) for accounting, scheduling, measuring, and reporting.
 3. Project Controls – Identifies Program Management Information System (PMIS) and establishes project reporting requirements.
 4. Communications Plan – Establishes communication procedures, decision-making and approval authorities, and organization chart.
 5. Document Management Plan – Establishes documentation filing, distribution, retrieval and management system.
 6. Risk Management Plan – Establishes methods to identify, quantify and manage uncertainties and constraints that effect delivery of program.
 7. Quality Management Plan – Establishes quality assurance and quality processes to confirm work meeting needs and requirements.
 8. Schedule Management Plan – Establishes means and processes to manage program schedule.
 9. Cost Management Plan – Establishes means and processes to manage program costs, including budgeting, cash flow, payment and financial change management.

10. Change Management Procedures – Establishes procedures to manage changes to schedule and costs.
11. Construction Management Plan – Defines processes and procedures to manage construction contracts on individual projects.
12. Health and Safety Plan – Identifies hazards that may adversely affect HDR employees conducting project assignments.

- The program is proposed to be paid for from the various capital projects planned for the year and spread according to the total estimated project value.
- Staff and HDR have completed their negotiations and recommend approval.
- Additional task orders are expected on a project by project basis for actual construction observation and contract management services to be submitted for Council approval.

REQUEST: Authorize Mayor and Public Works Director to sign Task Order with HDR Engineers, Inc. for Construction Program Management Services in the amount of \$356,492.00 (T&M NTE).

APPROVE NEW LEASE AT NAMPA MUNICIPAL AIRPORT FOR LOTS 2010, 2012, 2014, 2016

- On July 17, 2015, Mad River, LLC (Tim and Julie Schelhorn) submitted a lease application / lot reservation and paid associated processing fees for lots 2010, 2012, 2014 and 2016 for new construction
- On December 14, 2015 Mad River, LLC submitted their building and drainage plans to the Airport Commission.
 - The Airport Commission approved and stamped the building plans (this is required before the building department will accept airport plans)
- On January 25, 2016, Julie Schelhorn signed and returned the notarized Land Lease Agreements for lots 2010, 2012, 2014 and 2016
- On January 25, 2016, the Nampa Airport Commission moved to recommend that City Council authorize the Mayor to sign the new Nampa Municipal Airport Land Lease Agreements (see Attachment A) with Mad River, LLC effective January 21, 2016, for Lots 2010, 2012, 2014 and 2016

REQUEST: The Nampa Airport Commission requests the following:

- 1) Authorize Mayor to sign Nampa Municipal Airport Land Lease Agreement with Mad River, LLC effective January 21, 2016, for Lot 2010, and
- 2) Authorize Mayor to sign Nampa Municipal Airport Land Lease Agreement with Mad River, LLC effective January 21, 2016, for Lot 2012, and
- 3) Authorize Mayor to sign Nampa Municipal Airport Land Lease Agreement with Mad River, LLC effective January 21, 2016, for Lot 2014, and
- 4) Authorize Mayor to sign Nampa Municipal Airport Land Lease Agreement with Mad River, LLC effective January 21, 2016, for Lot 2016, and

NAMPA MUNICIPAL AIRPORT LAND LEASE AGREEMENT

STORAGE HANGAR LOT #2010

LESSEE:
MAD RIVER, LLC
9135 SKY RANCH ROAD
NAMPA, ID 83686

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

EFFECTIVE TERM:
JANUARY 21, 2016 – JANUARY 31, 2036

Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2010

This lease agreement (the "Agreement") is entered into this 1th day of February, 2016 by and between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor"), and **MAD RIVER, LLC** ("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 21, 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
MAD RIVER, LLC
LOT #2010**

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
MAD RIVER, LLC
LOT #2010**

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 a transfer upon identical terms.

Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2010

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.

- 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.

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2010**

- 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 **JULIE SCHELHORN** 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 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.

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2010**

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 \$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

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2010**

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

MAD RIVER, LLC

Julie Schelhorn

9135 Sky Ranch Rd

Nampa, ID 83686

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; 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

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2010**

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:

Mad River, LLC

By:

Julie Schelhorn, Member

By:

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2010**

Personal Guarantee.

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

By: _____ Date _____
Julie Schelhorn

By: _____ Date _____

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2010**

Notarizations

State of Idaho)

: ss

County of _____)

On this _____ day of _____ in the year of 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared **Julie Schelhorn**, known or identified to me to be a **Member** of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

(Seal)

Notary Public for Idaho
My Commission Expires: _____

State of Idaho)

: ss

County of Canyon)

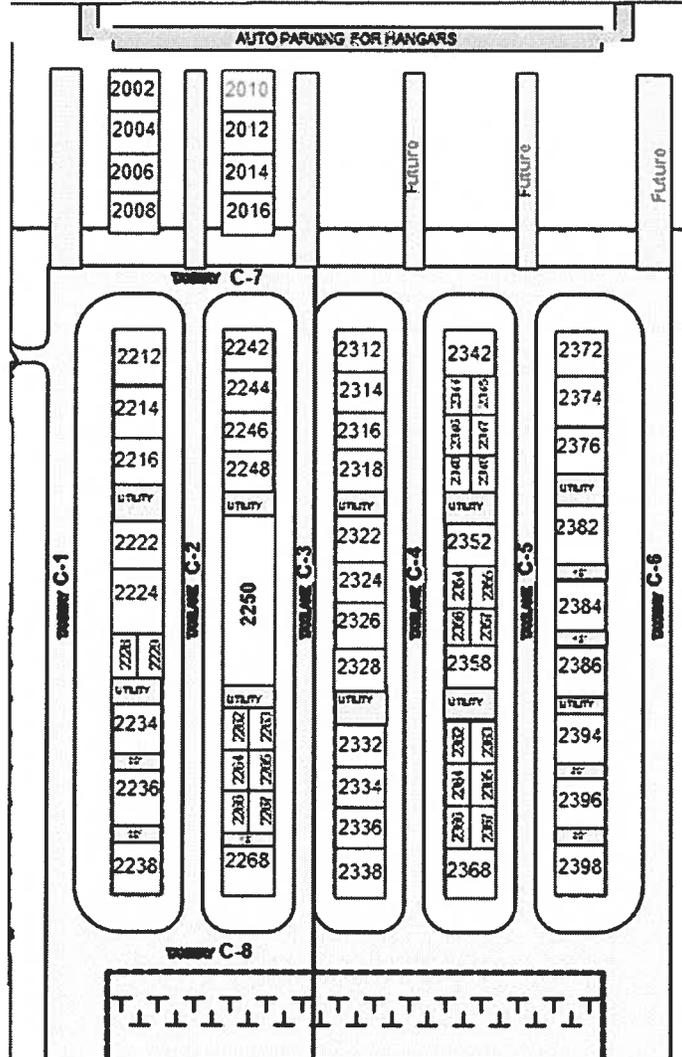
On this _____ day of _____, in the year of 2016, before me, the undersigned, personally appeared **Robert L. Henry, Deborah Bishop, and Monte Hasl**, Mayor, City Clerk, and Airport Superintendent, respectively, of the City of Nampa, known to me or identified to me to be the persons whose names are subscribed 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
MAD RIVER, LLC
LOT #2010**

Exhibit A



Airport Lot #2010: 50' wide x 60' deep = 3000 square feet at **\$0.254** per square foot = \$762.00 per year (rounded).

Payment for 2016 will be prorated. Payment due for 2016 = \$720.00 (rounded)

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2010**

PARCEL DESCRIPTION

Date: November 30, 2012

**Nampa Municipal Airport
Lease Parcel 2010**

A parcel of land located in the SW1/4 NE1/4 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 C1/4 corner of said Section 24, monumented by a 5/8" rebar (Corner Record No. 200401450), from which the E1/4 corner of said Section 24, monumented by a 5/8" rebar (Corner Record No. 9635850), bears South 89°27'56" East, a distance of 2642.07 feet;

Thence North 21°47'03" East, a distance of 1301.72 feet to the **POINT OF BEGINNING**;

Thence North 90°00'00" East, a distance of 60.00 feet;

Thence South 00°00'00" East, a distance of 50.00 feet;

Thence South 90°00'00" West, a distance of 60.00 feet;

Thence North 00°00'00" East, a distance of 50.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains 3,030 square feet or 0.069 acres, more or less.

Together with and subject to covenants, easements, and restrictions of record.

The basis of bearings for this parcel is Grid North, Idaho State Plane Coordinate System.

Kevin M. Borah, P.L.S.
End of Description



License No. 10561

NAMPA MUNICIPAL AIRPORT LAND LEASE AGREEMENT

STORAGE HANGAR LOT #2012

LESSEE:
MAD RIVER, LLC
9135 SKY RANCH ROAD
NAMPA, ID 83686

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

EFFECTIVE TERM:
JANUARY 21, 2016 – JANUARY 31, 2036

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2012**

This lease agreement (the "Agreement") is entered into this 1th day of February, 2016 by and between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor"), and **MAD RIVER, LLC** ("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 21, 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
MAD RIVER, LLC
LOT #2012**

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
MAD RIVER, LLC
LOT #2012**

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 a transfer upon identical terms.

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2012**

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.

- 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.

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2012**

- 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 **JULIE SCHELHORN** 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 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.

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2012**

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 \$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

**Nampa Municipal Airport Land Lease Agreement
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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

MAD RIVER, LLC

Julie Schelhorn

9135 Sky Ranch Rd

Nampa, ID 83686

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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.

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

**Nampa Municipal Airport Land Lease Agreement
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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:

Mad River, LLC

By: _____

Julie Schelhorn, Member

By: _____

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2012**

Personal Guarantee.

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

By: _____ Date _____
Julie Schelhorn

By: _____ Date _____

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2012**

Notarizations

State of Idaho)

: ss

County of _____)

On this _____ day of _____ in the year of 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared **Julie Schelhorn**, known or identified to me to be a **Member** of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

(Seal)

Notary Public for Idaho
My Commission Expires: _____

State of Idaho)

: ss

County of Canyon)

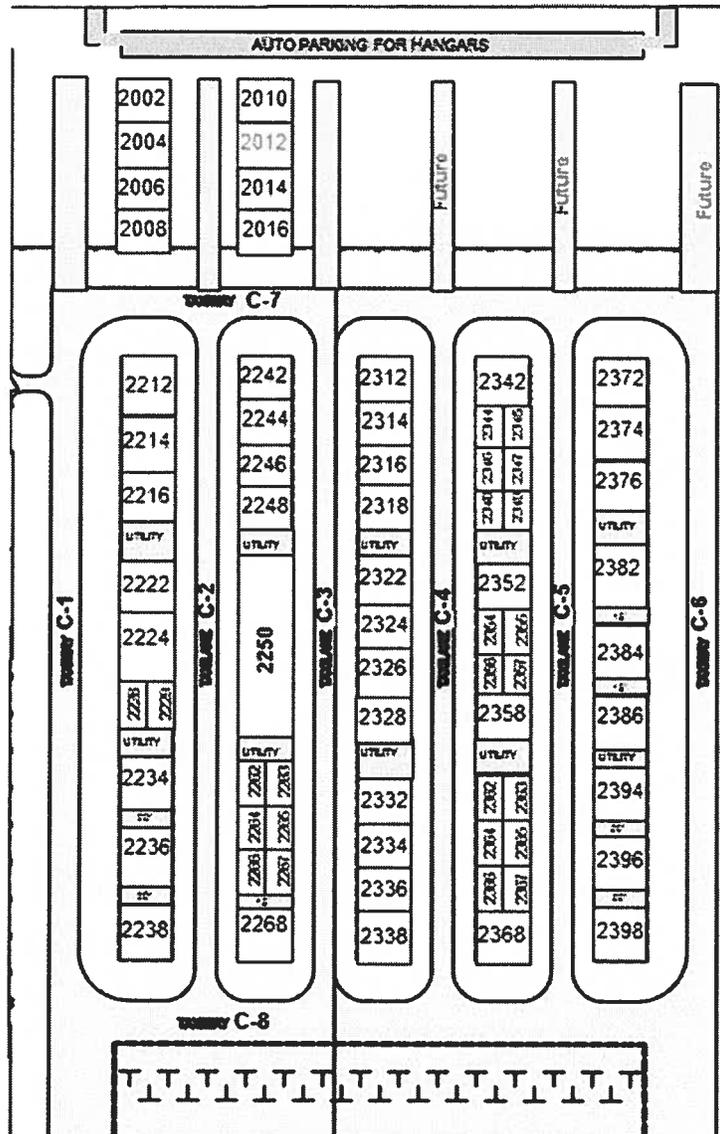
On this _____ day of _____, in the year of 2016, before me, the undersigned, personally appeared **Robert L. Henry, Deborah Bishop, and Monte Hasl**, Mayor, City Clerk, and Airport Superintendent, respectively, of the City of Nampa, known to me or identified to me to be the persons whose names are subscribed 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
MAD RIVER, LLC
LOT #2012**

Exhibit A



Airport Lot #2012: 50' wide x 60' deep = 3000 square feet at \$0.254 per square foot = \$762.00 per year (rounded).

Payment for 2016 will be prorated. Payment due for 2016 = \$720.00 (rounded)

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2012**

PARCEL DESCRIPTION

Date: November 30, 2012

**Nampa Municipal Airport
Lease Parcel 2012**

A parcel of land located in the SW1/4 NE1/4 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 C1/4 corner of said Section 24, monumented by a 5/8" rebar (Corner Record No. 200404450), from which the E1/4 corner of said Section 24, monumented by a 5/8" rebar (Corner Record No. 9635830), bears South 89°27'56" East, a distance of 2642.07 feet;

Thence North 21°47'03" East, a distance of 1301.73 feet;

Thence South 00°00'00" East, a distance of 50.00 feet to the **POINT OF BEGINNING**;

Thence North 90°00'00" East, a distance of 60.00 feet;

Thence South 00°00'00" East, a distance of 50.00 feet;

Thence South 90°00'00" West, a distance of 60.00 feet;

Thence North 00°00'00" East, a distance of 50.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains 3,000 square feet or 0.069 acres, more or less.

Together with and subject to covenants, easements, and restrictions of record.

The basis of bearings for this parcel is Grid North, Idaho State Plane Coordinate System.

Kevin M. Borah, P.L.S.
End of Description



License No. 10561

NAMPA MUNICIPAL AIRPORT LAND LEASE AGREEMENT

STORAGE HANGAR LOT #2014

LESSEE:
MAD RIVER, LLC
9135 SKY RANCH ROAD
NAMPA, ID 83686

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

EFFECTIVE TERM:
JANUARY 21, 2016 – JANUARY 31, 2036

Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2014

This lease agreement (the "Agreement") is entered into this 1th day of February, 2016 by and between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor"), and **MAD RIVER, LLC** ("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 21, 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
MAD RIVER, LLC
LOT #2014**

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
MAD RIVER, LLC
LOT #2014**

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 a transfer upon identical terms.

Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2014

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.

- 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.

Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2014

- 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 JULIE SCHELHORN 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 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.

Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2014

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 \$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

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2014**

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

MAD RIVER, LLC

Julie Schelhorn

9135 Sky Ranch Rd

Nampa, ID 83686

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; 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

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2014**

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:

Mad River, LLC

By:
Julie Schelhorn, Member

By:

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2014**

Personal Guarantee.

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

By: _____ Date _____
Julie Schelhorn

By: _____ Date _____

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2014**

Notarizations

State of Idaho)

: ss

County of _____)

On this _____ day of _____ in the year of 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared **Julie Schelhorn**, known or identified to me to be a **Member** of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

(Seal)

Notary Public for Idaho
My Commission Expires: _____

State of Idaho)

: ss

County of Canyon)

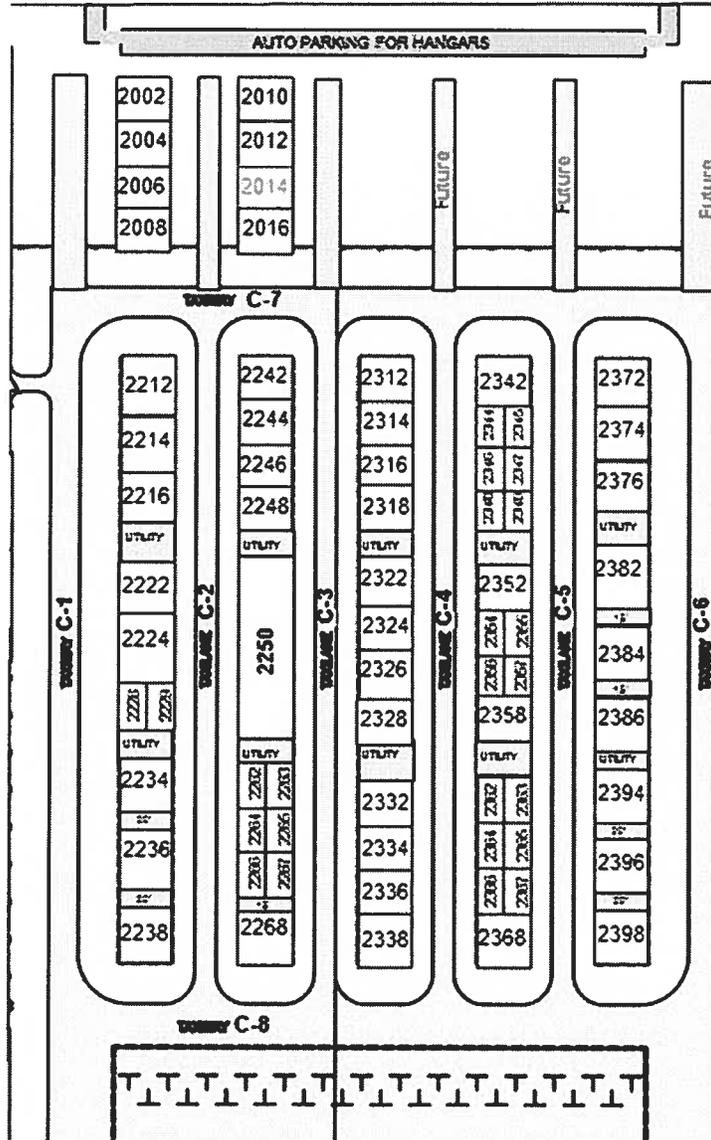
On this _____ day of _____, in the year of 2016, before me, the undersigned, personally appeared **Robert L. Henry, Deborah Bishop, and Monte Hasl**, Mayor, City Clerk, and Airport Superintendent, respectively, of the City of Nampa, known to me or identified to me to be the persons whose names are subscribed 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
MAD RIVER, LLC
LOT #2014**

Exhibit A



Airport Lot #2014: 50' wide x 60' deep = 3000 square feet at **\$0.254** per square foot = \$762.00 per year (rounded).

Payment for 2016 will be prorated. Payment due for 2016 = \$720.00 (rounded)

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2014**

PARCEL DESCRIPTION

Date: November 30, 2012

**Nampa Municipal Airport
Lease Parcel 2014**

A parcel of land located in the SW1/4 NE1/4 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 NW1/4 corner of said Section 24, monumented by a 5/8" rebar (Corner Record No. 20040450), from which the E1/4 corner of said Section 24, monumented by a 5/8" rebar (Corner Record No. 9635850), bears South 89°27'56" East, a distance of 2642.07 feet;

Thence North 21°47'03" East, a distance of 1301.73 feet;

Thence South 00°00'00" East, a distance of 100.00 feet to the **POINT OF BEGINNING**;

Thence North 90°00'00" East, a distance of 60.00 feet;

Thence South 00°00'00" East, a distance of 50.00 feet;

Thence South 90°00'00" West, a distance of 60.00 feet;

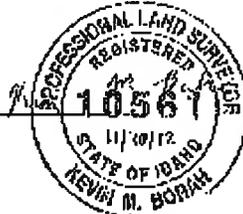
Thence North 00°00'00" East, a distance of 50.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains 3,000 square feet or 0.069 acres, more or less.

Together with and subject to covenants, easements, and restrictions of record.

The basis of bearings for this parcel is Grid North, Idaho State Plane Coordinate System.

Kevin M. Borah, P.L.S.,
End of Description



License No. 10561

NAMPA MUNICIPAL AIRPORT LAND LEASE AGREEMENT

STORAGE HANGAR LOT #2016

LESSEE:
MAD RIVER, LLC
9135 SKY RANCH ROAD
NAMPA, ID 83686

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

EFFECTIVE TERM:
JANUARY 21, 2016 – JANUARY 31, 2036

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2016**

This lease agreement (the "Agreement") is entered into this 1th day of February, 2016 by and between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor"), and **MAD RIVER, LLC** ("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 21, 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
MAD RIVER, LLC
LOT #2016**

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
MAD RIVER, LLC
LOT #2016**

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 a transfer upon identical terms.

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2016**

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.

- 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.

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
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- 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 **JULIE SCHELHORN** 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 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.

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2016**

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 \$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

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
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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

MAD RIVER, LLC

Julie Schelhorn

9135 Sky Ranch Rd

Nampa, ID 83686

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; 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

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
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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:

Mad River, LLC

By: _____

Julie Schelhorn, Member

By: _____

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2016**

Personal Guarantee.

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

By: _____ Date _____
Julie Schelhorn

By: _____ Date _____

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2016**

Notarizations

State of Idaho)

: ss

County of _____)

On this _____ day of _____ in the year of 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared **Julie Schelhorn**, known or identified to me to be a **Member** of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

(Seal)

Notary Public for Idaho
My Commission Expires: _____

State of Idaho)

: ss

County of Canyon)

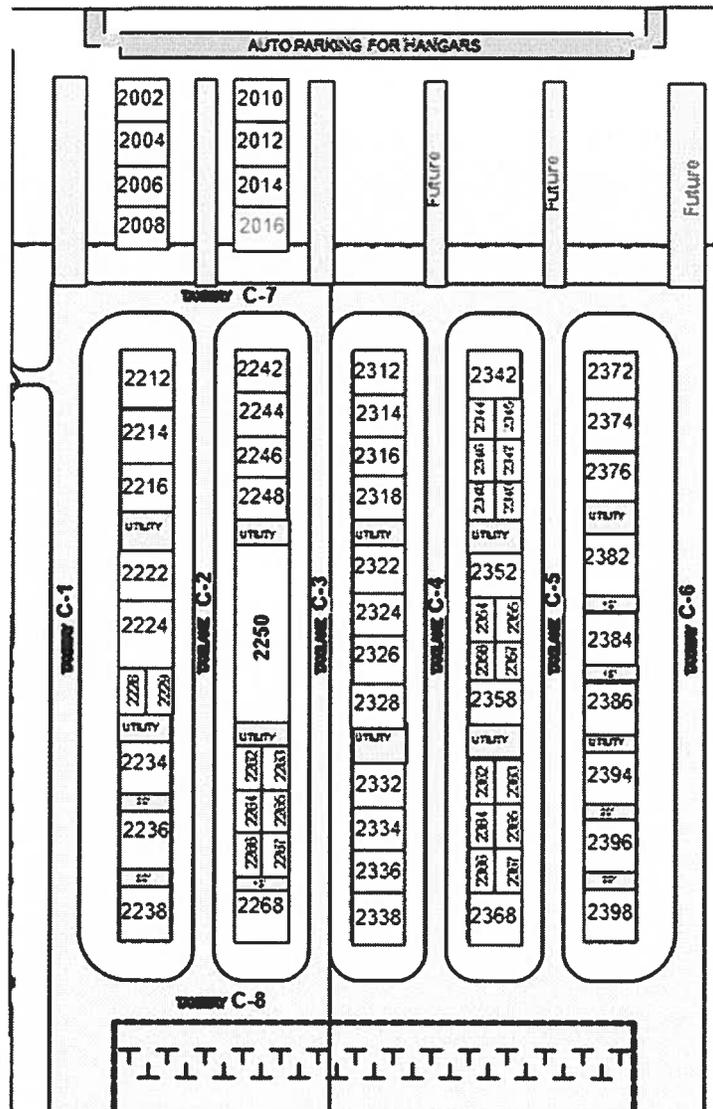
On this _____ day of _____, in the year of 2016, before me, the undersigned, personally appeared **Robert L. Henry, Deborah Bishop, and Monte Hasl**, Mayor, City Clerk, and Airport Superintendent, respectively, of the City of Nampa, known to me or identified to me to be the persons whose names are subscribed 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
MAD RIVER, LLC
LOT #2016**

Exhibit A



Airport Lot #2016: 50' wide x 60' deep = 3000 square feet at **\$0.254** per square foot = \$762.00 per year (rounded).

Payment for 2016 will be prorated. Payment due for 2016 = \$720.00 (rounded)

**Nampa Municipal Airport Land Lease Agreement
MAD RIVER, LLC
LOT #2016**

PARCEL DESCRIPTION

Date: November 30, 2012

**Nampa Municipal Airport
Lease Parcel 2016**

A parcel of land located in the SW1/4 NE1/4 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 NE1/4 corner of said Section 24, monumented by a 5/8" rebar (Corner Record No. 200404450), from which the NE1/4 corner of said Section 24, monumented by a 5/8" rebar (Corner Record No. 9035850), bears South 89°27'56" East, a distance of 2647.07 feet;

Thence North 21°47'03" East, a distance of 1301.73 feet;

Thence South 00°00'00" East, a distance of 150.00 feet to the **POINT OF BEGINNING**;

Thence North 90°00'00" East, a distance of 60.00 feet;

Thence South 00°00'00" East, a distance of 50.00 feet;

Thence South 90°00'00" West, a distance of 60.00 feet;

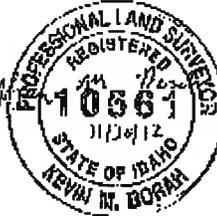
Thence North 00°00'00" East, a distance of 50.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains 3,000 square feet or 0.069 acres, more or less.

Together with and subject to covenants, easements, and restrictions of record.

The basis of bearings for this parcel is Grid North, Idaho State Plane Coordinate System.

Kevin M. Borah, P.L.S.
End of Description



License No. 10561



MEMORANDUM

TO: Mayor Henry and Nampa City Council
FROM: Darrin Johnson, Parks and Recreation Director
RE: Purchase Fitness Equipment for Nampa Recreation Center
DATE: February 1, 2016

For FY 2015 the Nampa Recreation Center received City Council approval for the amount of \$300,000 to upgrade fitness equipment at the Nampa Recreation Center. We are rolling the funding forward to FY 2016 and are now prepared to purchase the fitness equipment.

Much work went into researching the type of fitness equipment that would work best for our facility and patrons. Our Fitness Supervisor sought customer feedback, researched other fitness facilities and did demonstrations. This research allowed for testing a variety of equipment and brands.

With a focus on the type of equipment that would best meet the satisfaction of our user group, Nampa Parks and Recreation identified equipment specification and conducted a sealed bid process as required by Idaho Code. Four different companies submitted bid proposals. No individual company was able to supply all of the equipment specified. Bids received were partial bids or bids listed with alternates. Not one company, that submitted bids, has the ability to provide all specified equipment we seek to procure.

Attached is the Bid Tabulation Sheet and the equipment trade in information. Because no bids received meet specifications staff recommends Nampa City Council reject all bids and pass a resolution declaring the fitness equipment can be procured more economically on the open market. Staff has consulted with our City attorney's office and they have looked at this issue and suggest rejecting all bids would be allowed under Idaho Code 67-2806.

Nampa Rec Center Fitness Equipment Bid Tabulation 2016

New Equipment To Purchase

Quantity	Make	Model	Gym Outfitters	Boise Fitness Equipment	Life Fitness	Pro Maxima
2	Matrix	Upright Bike U5x		\$4,708.00		
11	Matrix	Upright Bike U5x w/ 15" Integrated TV & bracket		\$36,850.00		
2	Matrix	T7xe Treadmill w/ 15" Integrated Touch Screen TV & Virtual Active Package 110v		\$13,826.00		
2	Sci Fit	Upper Body adjustable cranks premium seat (Pro 1000) UBE	\$8,700.00		\$8,938.00	\$10,430.00
2	Octane	xR6000 Seated Elliptical 15"LCD HD TV/entertainment bundle	\$9,560.00			
2	Octane	xR6000 Seated Elliptical	\$7,450.00			
3	LifeFitness	Discover SE Domestic Silver Tread Base/19" Integrated Console Combo ATSC WiFi 110v			\$21,360.00	
3	Precor	RBK 815 Recumbent Bike w/ P10 Console	\$9,000.00			
3	Precor	EFX 835 Moving Handlebar w/ P30 Console & 15" PVS	\$21,525.00			
1	Precor	EFX 835 Moving Handlebar w/P30 Console	\$5,900.00			
2	Precor	AMT 833 Fixed HT P30 Console	\$13,600.00			
5	Precor	AMT 833 Fixed HT P30 Console w/15" PVS	\$40,500.00			
1	Precor	TRM 835 Treadmill P30 Console 110v	\$6,900.00			
1	Precor	TRM 835 Treadmill P30 Console w/15" PVS 110v	\$7,950.00			
1	Precor	DSL208 Tricep Extension Discovery Series Selectorized	\$3,550.00			
1	Precor	DSL204 Bicep Curl Discovery Series Selectorized	\$3,550.00			
2	Precor	DSL310 Seated Row Discovery Series Selectorized	\$7,100.00			
1	Precor	DSL 504 Lateral Raise Discovery Series Selectorized	\$3,850.00			
1	Precor	DSL414 Converging Chest Press Selectorized	\$4,550.00			
1	Precor	DSL515 Converging Shoulder Press Selectorized	\$4,050.00			
1	Precor	DSL714 Abdominal Discovery Series Selectorized	\$4,000.00			
1	Precor	DSL602 Leg Press Discovery Series Selectorized	\$5,460.00			
1	Precor	C008ES Inner/outer Thigh Vitality Series Selectorized	\$3,150.00			
1	Precor	Olympic Decline Bench 411	\$1,200.00			
1	Tuff Stuff	XPT Rack	\$5,720.00			
Total Cost for New Equipment						

Nampa Rec Center Fitness Equipment Bid Tabulation 2016

New Equipment To Trade In

Quantity	Make	Model	Gym Outfitters	Boise Fitness Equipment	Life Fitness	Pro Maxima
2	Star Trac	Elliptical Plus	\$100.00			
2	Star Trac	Elliptical Natural Runner	\$100.00			
1	Star Trac	Elliptical Edge	\$0.00			
6	Star Trac	Treadmill TR 4500 220v	\$600.00			
2	Star Trac	Treadmill TR 4500 110v	\$800.00	\$700.00		
13	Star Trac	Upright Bike Pro	\$3,250.00	\$2,600.00		
1	Star Trac	Recumbent Bike Pro	\$300.00			
5	Precor	Elliptical 546	\$2,000.00			
2	Precor	Recumbent Bike C846i	\$700.00			
1	StairMaster	Stepper 4000 PT	\$200.00			
2	Schwinn	Airdyne Bike	\$150.00			
1	Schwinn	UBE Wind Jammer	\$150.00			
1	Cybex	Chest Press 4015	\$200.00			\$50.00
1	Cybex	Abductor/Adductor Galileo	\$250.00			
2	Cybex	Rowing 4010	\$400.00			\$100.00
2	Cybex	Shoulder Press 4025	\$400.00			\$100.00
2	Cybex	Lateral Raise 4031	\$400.00			\$100.00
1	Cybex	Bicep Curl 4040	\$200.00			\$50.00
1	Cybex	Smith Machine 5341	\$500.00			\$50.00
1	Cybex	Olympic Decline Bench	\$100.00			
1	Cybex	UBE	\$100.00			
2	Cybex	Adjustable bench	\$200.00			
3	Cybex	Flat bench	\$225.00			
2	Cybex	Decline bench	\$150.00			
3	Cybex	Olympic Flat Bench	\$375.00			
1	Nautilus	Tricep Extension Nitro	\$250.00			
1	Nautilus	Leg Press 2ST	\$250.00			
1	Nautilus	Abdominal 2ST	\$200.00			
1	Hoist	Adjustable bench	\$100.00			
Total Trade In Value			\$12,650.00	\$3,300.00	\$0.00	\$450.00

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, DECLARING THAT FITNESS EQUIPMENT FOR THE NAMPA RECREATION CENTER CAN BE PROCURED MORE ECONOMICALLY AND EFFICIENTLY BY PURCHASING SPECIFIED GOODS ON THE OPEN MARKET; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the City of Nampa has publicly bid the Nampa Recreation Center Fitness Equipment Procurement, and rejected all bids because they did not meet the required specifications for each piece of equipment needing to be acquired; and

WHEREAS, City has received price estimates from separate companies that can each provide particular pieces of equipment that meet the required specifications, but no one company can provide all pieces of equipment with the required specifications; and

WHEREAS, City may procure all needed equipment, with the correct specifications, economically and efficiently through separate companies on the open market; and

WHEREAS, Idaho Code 67-2805(3)(a)(viii) permits the City Council, after finding it to be a fact, pass a resolution declaring that the procurement sought to be accomplished by the expenditure can be fulfilled more economically by purchasing goods on the open market.

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

That the City Council does hereby resolve and declare that the Nampa Recreation Center Fitness Equipment Procurement can be performed more economically by purchasing goods on the open market.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 1ST DAY OF FEBRUARY, 2016.

APPROVED BY THE MAYOR AND THE CITY OF NAMPA, IDAHO, THIS 1ST DAY OF FEBRUARY, 2016.

Approved:

Mayor

Attest:

City Clerk