

**City of Nampa**  
**Regular Council Meeting**  
**February 16, 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 – Bishop Dan Lister of the Church of Jesus Christ Latter Day Saints**

**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 February 1, 2016; Airport Commission Meeting of January 11, 2016 and January 25, 2016; the Nampa Bicycle and Pedestrian Advisory Committee Meeting; the Board of Appraisers Minutes of January 19, 2016; the Planning & Zoning Commission Meeting; the Library Board Meeting; IT Steering Committee Meeting
- 2) Bills
- 3) The City Council Dispenses With the Three (3) Reading Rule of Idaho Code § 50-902 for all Ordinances
- 4) Final Plat Approvals
  - a) NONE
- 5) Authorize Public Hearings
  - a) Rezone from DH to DV for 8 10<sup>th</sup> Ave So, 16 10<sup>th</sup> Ave So, 1012 1<sup>st</sup> St So and 1014 1<sup>st</sup> St So, to allow a Conditional Use Permit for an Auto Alignment Shop for Rubens Auto Body, a Storage Building for Owyhee Sheet Metal and Off Street Parking for the Old Nampa Library for Mike Mussell
- 6) Authorize to Proceed With Bidding Process
  - a) NONE
- 7) Monthly Cash Reports
- 8) Licenses for 2016-2017 (*All Licenses Subject to Police Approval*): **Chapala Mexican Restaurant #7**, 525 Caldwell Blvd., on-premise liquor, beer & wine; **Greenhurst Chevron**, 3030 E. Greenhurst Rd., off-premise beer & wine; **Wing Nutz**, 1228 N Galleria Dr., on-premise liquor, beer & wine; **Ridgecrest Golf Club**, 3730 Ridgecrest Drive, on-premise liquor, beer & wine; **Landmark Café**, 3143 E Greenhurst Rd., on-premise beer & wine;
- 9) Approval of Agenda

**Communications**

**Staff Communications**

Staff Report – Michael Fuss

## **Unfinished Business**

- 1) Adopt and Authorize Mayor to Sign Resolution Implementing Increase in Domestic Water Rates for Outside City Limits, effective March 1, 2016

## **New Business**

- 1) Authorize Submission Of A Grant Application To The Office Of Violence Against Women, ***Improving Criminal Justice Responses Grant Program***, By The City Of Nampa On Behalf Of The Nampa Family Justice Center And Authorize Criselda Delacruz And Lynda Clark To Submit The Grant As The Authorized Organization Representatives For The City Of Nampa
- 2) Authorize Submission Of A Grant Application To The Office Of Violence Against Women, ***Grants For Outreach And Services To Underserved Populations***, By The City Of Nampa On Behalf Of The Nampa Family Justice Center And Authorize Criselda Delacruz And Lynda Clark To Submit The Grant As The Authorized Organization Representatives For The City Of Nampa
- 3) Resolution Allowing Disposal of 2009 & 2010 Accounts Payable for the Clerk's Office
- 4) Discussion/Action On Annexation Of Enclaved Properties With Parcels Under Five Acres, Not In Subdivisions
- 5) Appointment of Roger Volkert and Jerry Smith to the Building & Site Design Standards (BSDS) Committee
- 6) Discussion/Action Lloyd Square Concept
- 7) First Reading of Ordinance Dissolving the Arts Commission and Historic Commission and Combining for One Commission Arts & Historic Preservation Commission
- 8) Authorize Mayor to Sign Contract for Ticketing Software for the Civic Center
- 9) Authorize Mayor to Sign Contract for Event Booking Software for the Civic Center
- 10) Authorize Mayor to Sign Facility Cleaning Contract
- 11) Award Bid and Authorize Public Works Director to sign Contract for Construction of the Madison South of I-84 Domestic Pipeline Project
- 12) Authorize Mayor and Public Works Director to sign Task Order and Contract with HDR Engineering, Inc. for Construction Management and Inspection Services on the Madison South of I-84 Domestic Pipeline
- 13) Authorize Mayor and Public Works Director to sign Task Order and Contract with HDR Engineering, Inc. for Construction Management and Inspection Services on the 6<sup>th</sup> Street North Rebuild and Waterline Project
- 14) First Reading of Ordinance Annexing from Boise Kuna Irrigation District
- 15) Approve Summary of Publication for Preceding Ordinance
- 16) First Reading of Ordinance Annexing from Nampa Meridian Irrigation District
- 17) Approve Summary of Publication for Preceding Ordinance
- 18) First Reading of Ordinance Annexing from Pioneer Irrigation District
- 19) Approve Summary of Publication for Preceding Ordinance
- 20) Authorize the Purchase of Two Mowers for Centennial and Ridgecrest Golf Course
- 21) Resolution Allowing Disposal of Surplus Property Identified by Fleet Services Division
- 22) Resolution Allowing Disposal of October 1998 through September 2010 Accounts Payable Records for Wastewater Division
- 23) Authorize Immediate Piggyback Purchase of Traffic Paint from Sherwin Williams for Street Division
- 24) First Reading of Ordinance Confirming the Assessment Roll for LID 159

## Public Hearings

- 1) **APPLICANT REQUESTED RE-SCHEDULING TO MARCH 7** 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 for Engineering Solutions, LLP Representing Star Development, Inc
- 2) Modification of Annexation/Zoning Development Agreement Between Brandt Properties, LLC and the City of Nampa, Recorded 12/17/03 as Instrument No 200377065 - Amending the Provisions 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 for Franklin Village Subdivision at the SE Corner of E Cherry Lane and N Franklin Blvd for a 129.8 Acre Portion for Taunton Group Representing Franklin Village Development, LLC
- 3) Annexation and Zoning to RS 6 for 2214 Sunny Ridge for Charles Collier
- 4) Annexation and Zoning to IL for 4305 Airport Rd, 0 Airport Rd, and 4321 Airport Rd for Lanco, Inc. Representing Mission Aviation Fellowship
- 5) Local Improvement District (LID) 159 Assessment Roll

## Adjourn

### Next Meeting

◆ *Regular Council at 6:30 p.m. – Monday, March 7, 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.

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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 under a new business item regarding the appointment of Bret Miller to the Planning and Zoning Commission.

**MOVED** by Haverfield and **SECONDED** by White to **approve the Consent Agenda with the above mentioned amendments; Council Minutes of January 19, 2016; and Bicycle and Pedestrian Advisory Committee Minutes; Board of Appraisers Minutes; and Airport Commission Minutes; Planning & Zoning Commission Minutes of January 12, 2016; 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) Red Hawk Ridge Subdivision No. 2 at the northwest corner of the intersection of West Greenhurst Road and South Middleton Road. (A portion of the SE ¼ of Section 31 T3N R2W BM) - 44 single family dwellings on 18.16 acres for 2.42 lots/acre for M3Companies, LLC; 2) Hines Creekside Park No. 1. (A re-subdivision of Lots 3-6 and a portion of Lot 7, Block 1 of Hines Professional Park and a portion of the NE ¼ of Section 33 T3N R2W BM located between Stanford Street and 12th Avenue Road and West Iowa Avenue and the Wilson Drain - 12 Multiple Family Buildings or 48 units on 3.54 acres for 13.56 units/acre) all for Kent Brown representing Hines Investments, LLC; 3) Fall Creek Subdivision No. 1 on the east side of Madison Road. (A portion of Government Lot 2 and a portion of the NE ¼ of Section 3 T3N R2W BM) - 54 single family dwellings on 17.0 acres for 3.17 lots/acre) for JRL Properties, LLC - Trilogy Idaho; and **authorize the following public hearings: 1) 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. (A .15 acre strip of land in the RA - Suburban Residential zoned portion of the NE ¼ of Section 25 T3N R2W BM) for Donald and Darla Larson; Authorization to Proceed with the Bidding Process: 1) Fiscal Year 2016 Storm Drain Inspection; 2) Pump Maintenance Project (FY 2016); and 2015-2016 Licenses: (all licenses subject to police approval): new beer and wine license for Starbucks Located at 1324 12<sup>th</sup> Avenue Road; and Monthly Cash Reports; approval of the agenda.** The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the**

**MOTION CARRIED**

Chief Karl Malott introduced Kirk Carpenter who was promoted to Division Chief.

Chief said the promotion was a big deal. It took 18 years for Carpenter to get to this position and the Fire Department is proud of the work that he has done.

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Mayor Henry did the swearing in of Kirk Carpenter. His wife Nichole pinned his badge on while then his father pinned his collar brass on.

Deputy Chief Davies presented him with his “white hat”.

Division Chief Kirk Carpenter told the men and women of the Nampa Fire Department that he promised to do his very best and to make them proud. He thanked the Mayor, Council and gave the biggest thanks to his friends and family. He said the job could not be done without success at home.

Jeff Barnes introduced Erika Bowen, District 3 Traffic Engineer who presented the 12<sup>th</sup> Avenue Road and Locust Lane Safety Audit. Recent serious accidents at the intersection of 12<sup>th</sup> Avenue & Locust Lane prompted Mayor Henry to send a letter to ITD requesting a 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.

A multi-disciplinary team from multiple agencies was assembled on October 19, 2015 to carry out a road safety audit (RSA) for the intersection of SH-45 and Locust Lane as well as adjacent intersections. The results of the RSA were presented to the Idaho Transportation Department District 3 on October 22<sup>nd</sup>.

At SH-45 and Locust Lane, the predominant traffic movements are vehicles traveling through the intersection on SH-45 in the northbound and southbound directions. About half of the vehicles on Locust Lane turn right onto SH-45 at that intersection.

The posted speed limits appear to be reasonable based on the speed data presented to the RSA team.



Thirty crashes were reported at the intersection between 2005 and 2014. Of those crashes, the majority were angle collisions that occurred in dry and daylight conditions. The predominant contributing circumstances that were reported were failure to yield and inattention. Half of the crashes resulted in reportable injuries while the other half resulted in property damage only.

Overall, the intersection of SH-45 and Locust Lane appears to operate well with compliance to the traffic control devices. The intersection is well signed and a recent project has improved the pavement condition and pavement markings.

On December 9, 2015 representatives from ITD, the City of Nampa and the Nampa Highway District #1 discussed the RSA team's proposed recommendations and agreed upon implementing the following RSA recommendations.

Improvement	Description	Responsible Party	Timeframe
<b>Modified Pavement Markings and Channelized Right Turn Lane</b>	Delineate the right lane on northbound SH-45 just north of the Locust Lane intersection as a dedicated right turn lane. Include striping to define the shoulder limits. Include a thermoplastic stop bar and right turn arrow on westbound Locust Lane to indicate the right-only turning movement from the outside lane.	City of Nampa: Thermoplastic  ITD: Striping	Spring/Summer 2016
<b>Relocate Speed Limit Signs</b>	Verify and relocate the 55mph speed limit signs to match the existing speed minute entry.	ITD	Spring 2016

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Improvement	Description	Responsible Party	Timeframe
<b>"CROSS TRAFFIC DOES NOT STOP" Plaque</b>	Add a "CROSS TRAFFIC DOES NOT STOP" plaque beneath the existing STOP signs at the SH-45 and Locust Lane intersection.	City of Nampa	Spring 2016
<b>Add Retroreflective Material to STOP Sign Support</b>	Add a strip of red retroreflective material to the existing STOP sign supports at the SH-45 and Locust Lane intersection.	City of Nampa	Spring 2016
<b>Increase STOP Sign Size</b>	Replace the existing 36 inch STOP signs at the SH-45 and Locust Lane intersection with larger 48 inch STOP signs.	City of Nampa	Spring 2016
<b>Mark Left Turn Lanes at Dooley Lane</b>	Modify the center lane markings on SH-45 to indicate Dooley Lane as a major cross street.	ITD	Spring/Summer 2016

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<b>Increase Sign Size of Two-Direction Large Arrow Sign at Lewis Lane</b>	Replace existing Two-Direction Large Arrow sign at Lewis Lane with larger 60 inch by 30 inch sign.	City of Nampa	Spring 2016
<b>Move Utility Transformer</b>	Investigate possibility of relocating the utility box located on the northeast corner of SH-45 and Locust Lane to eliminate sight vision obstructions.	ITD	Spring 2016
<b>Eastbound Right Turn Lane</b>	Investigate right-of-way needs and ownership of the southwest corner of SH-45 and Locust Lane for potential future expansion of an eastbound right-turn lane.	City of Nampa	Spring/Summer 2016
<b>Future SH-45 and Locust Lane Intersection Improvements</b>	Ongoing monitoring of the SH-45 and Locust Lane intersection as well as the SH-45 corridor for changing conditions.	City of Nampa ITD Nampa HD #1	Ongoing
<b>Behavioral Modification Education Programs</b>	Work with existing programs in local high schools to promote awareness of safe driver behavior.	ITD	Spring/Fall 2016

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

**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.

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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 one cubic yard) to the fitting for the evening and returned Saturday to encase the fitting and the concrete blocks in another eight 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***

<b>Task and/or Material</b>	<b>Hours</b>	<b>Gallons</b>	<b>Yards</b>
Overtime	31.45		
Regular Hours	16.00		
<b>Total Hours</b>	<b>47.45</b>		
Water Issues		10,000	
MgC12		575	
Sand			8.5

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***Snow/Water Event No. 2***

***Report for December 17-18, 2015***

<b>Task and/or Material</b>	<b>Hours</b>	<b>Gallons</b>	<b>Yards</b>
Overtime	67.0		
Regular Hours	72.0		
<b>Total Hours</b>	<b>139.0</b>		
Water Issues		8,000	
MgC12		8,190	
Sand			195.0

***Snow/Water Event No. 3***

***Report for December 23-25, 2015***

<b>Task and/or Material</b>	<b>Hours</b>	<b>Gallons</b>	<b>Yards</b>
Overtime	50.0		
Regular Hours	13.0		
<b>Total Hours</b>	<b>63.0</b>		
Water Issues			
MgC12		9,450	
Sand			149.0

***Snow/Water Event No. 4***

***Report for January 14-18, 2016***

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

**Fiscal Year 2016 TOTALS**

**November 23, 2015 – January 18, 2016**

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

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The following ordinance was read by title:

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO, TO PROVIDE RD (TWO FAMILY (DUPLEX) RESIDENTIAL) ZONE DESIGNATION FOR CERTAIN LANDS, COMMONLY KNOWN AS 1012 E. GREENHURST ROAD, NAMPA, IDAHO, COMPRISING APPROXIMATELY .53 ACRES, MORE OR LESS; DETERMINING THAT SAID ZONING IS IN THE BEST INTEREST OF THE CITIZENS AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF NAMPA, IDAHO; REZONING SAID PROPERTY FROM RS 12 (SINGLE FAMILY RESIDENTIAL – WITH A “REQUIRED PROPERTY AREA” OF AT LEAST 12,000 SQUARE FEET) TO RD (TWO FAMILY (DUPLEX) RESIDENTIAL); PROVIDING FOR RECORDATION; INSTRUCTING THE CITY ENGINEER AND/OR PLANNING AND ZONING DIRECTOR TO DESIGNATE SAID PROPERTY AS RD (TWO FAMILY (DUPLEX) RESIDENTIAL) ON THE OFFICIAL ZONING MAP AND OTHER AREA MAPS OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE; AND REPEALING ALL ORDINANCES, RULES AND REGULATIONS, AND PARTS THEREOF, IN CONFLICT HEREWITH. (Applicant Jennifer Temple)

The Mayor declared this the first reading.

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

**MOVED** by Haverfield and **SECONDED** by Skaug 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, numbered it **4223** and directed the clerk to record it as required.

The following ordinance was read by title:

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, VACATING THE SOUTHERLY SEVEN (7) FEET OF A CERTAIN TWELVE (12) FOOT PUBLIC UTILITIES, IRRIGATION, AND LOT DRAINAGE EASEMENT, LOCATED ON THE NORTH PROPERTY LINE OF THAT PROPERTY COMMONLY KNOWN AS 13772 SOUTH MORNINGSIDE STREET, NAMPA, IDAHO, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF IN CONFLICT HEREWITH. (Applicant Lowell Rowley representing Value Homes of Idaho, LLC)

The Mayor declared this the first reading.

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

**MOVED** by White and **SECONDED** by Haverfield to **pass** the preceding ordinance under suspension of rules. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the ordinance duly passed, numbered it **4224** and directed the clerk to record it as required.

Mayor Henry presented a request to **appoint Bret Miller to the Planning and Zoning Commission.**

**MOVED** by Haverfield and **SECONDED** by White to **approve the appointment of Bret Miller to the Planning and Zoning Commission.** The Mayor asked all in favor to say aye with all councilmembers voting **AYE**. The Mayor declared the

**MOTION CARRIED**

Mayor Henry presented a request to **change the start time for the public hearings.**

City Attorney Mark Hilty presented a staff report explaining that there have been a couple of instances that the 7:30 start time resulted in some dead time. Many jurisdictions will go ahead and notice up the public hearings for the same time that the City Council Meeting starts and then when you get to them, you can then discuss them.

This is a discussion to try and mitigate the down time in the middle of a meeting in the event that regular business items are finished prior to 7:30 p.m.

This is the Mayor's call. He establishes the agenda. Staff will respond by adjusting the public notices accordingly. In talking with the Mayor you could back this up to 6:30 so that all of the business starts at 6:30. Public hearings could start at 7:00 p.m. We are generally not finished with the general business prior to that time.

There is no legally required or prohibited way for doing this as long as the public hearings are held.

The Mayor stated he liked the 7:00 p.m. time with Councilmembers agreeing with him.

Mayor Henry presented a request for **direction on the Northeast Nampa specific area plan.**

Long Range Planner Karla Nelson presented a staff report explaining that 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

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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 and 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

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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.

Councilmembers were in consensus that it should be kept separated.

**MOVED** by Haverfield and **SECONDED** by Skaug to have the Southwest Idaho Treatment Center land not be included in the Northeast Nampa Specific Area Plan and should be considered separately with applications brought forward at the discretion of the Department of Health and Welfare. The Mayor asked for a roll call vote with all councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

Councilmembers asked about the residential zoning in the area.

**MOVED** by White and **SECONDED** by Raymond to **approve the 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. 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 MAYOR AND CITY COUNCIL OF THE CITY OF NAMPA, A MUNICIPAL CORPORATION OF IDAHO, AUTHORIZING THE DISPOSITION OF CERTAIN CITY PROPERTY. (Police Department)

**MOVED** by Haverfield and **SECONDED** by Skaug 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 **4-2016** and directed the clerk to record it as required

MOTION CARRIED

Mayor Henry presented a request to **authorize the Mayor and Public Works Director to sign a task order and contract** for the **Zone B Pipe repairs** – CIPP project.

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Michael Fuss presented a staff report explaining that each year as part of the City's Asset Management program, the Wastewater Division identifies sanitary sewer lines and infrastructure that are in need of rehabilitation or replacement.

For FY16 the Wastewater Division identified 2,400 feet (0.45 miles) of 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.

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

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

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**MOVED** by Haverfield and **SECONDED** by Raymond to **authorize** the **Mayor and Public Works Director** to **sign a 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 **\$49,799.00** (T&M N.T.E.). The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

The following resolution was presented:

Michael Fuss presented a staff report explaining that this LID is voluntary and provides a mechanism to assist individuals to 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.

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.

**MOVED** by Haverfield and **SECONDED** by Raymond to pass the **resolution** as presented and authorize the public hearing for March 7, 2016. The Mayor asked for a roll call vote with all

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councilmembers present voting **YES**. The Mayor declared the resolution passed, numbered it **5-2016** and directed the clerk to record it as required

MOTION CARRIED

The following resolution was presented:

Michael Fuss presented a staff report explaining that 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 Sunnyside 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 the FY16 Street 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 of 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.

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

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**MOVED** by Haverfield and **SECONDED** by Levi to pass the **resolution** as presented and Authorize the Mayor to sign the State Local Agreement for construction with ITD for the East Greenhurst Road Signals Project. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the resolution passed, numbered it **6-2016** and directed the clerk to record it as required

MOTION CARRIED

Mayor Henry presented a request to **authorize** the **Mayor** and **Public Works Director** to **sign a task order** with **HDR Engineers, Inc.** for construction program management services in the amount of **\$356,492.00** (T & M NTE).

Michael Fuss presented a staff report explaining that 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.

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.

**MOVED** by Raymond and **SECONDED** by Skaug to **authorize** the **Mayor and Public Works Director** to **sign** a **Task Order** with **HDR Engineers, Inc.** for **Construction Program Management Services** in the amount of **\$356,492.00** (T&M NTE). 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 land lease agreements** with **Mad River LLC** for storage hangar lots **#2010, 2012, 2014, and 2016** at the Napa Municipal Airport.

Michael Fuss presented a staff report explaining that 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.

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- o 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.

**MOVED** by Haverfield and **SECONDED** by Bruner to **authorize the Mayor to sign land lease agreements with Mad River LLC for storage hangar lots #2010, 2012, 2014, and 2016 at the Nampa Municipal Airport. The Mayor asked for a roll call vote with all councilmembers voting YES. The Mayor declared**

MOTION CARRIED

Mayor Henry presented a request for **council to reject all bids** that were received for **upgrades to fitness equipment for the Nampa Recreation Center.**

Parks and Recreation Director Darrin Johnson presented a staff report explaining that 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. The 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 are the bid tabulation sheets and the equipment trade in information. Because no bids received met 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

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market. Staff has consulted with the City attorney's office and they have looked at this issue and suggest rejecting all bids would be allowed under Idaho Code 67-2806.

Councilmembers asked about getting better pricing on the open market. Questions were asked about if it was a sealed bid with bid bond.

Mark Hilty stated that a bid bond is ever required and it is not certainly for acquisition of personal property the statue is discretionary as to whether the political subdivision wants to do that.

This was an unusual situation. He has lots of good reasons specified particular equipment that was wanted to provide for a variety of different types of machines for their customers. He talked to customer and seen what they wanted and the problem that we have from the legal side is when you spec a particular type of equipment that does not mesh well with a low bidding process that is typically provided for.

We did advise him that bidding was required because it exceeds \$50,000 acquisition of personal property. What Darrin really wanted to do from the start was to break this out into multiple bids and every time that I hear that I kind of have a red flag going off because it looks like you are not being transparent. That you are taking a lump sum that you are going to spend for a particular type of property and break it down into little bits and sometimes that gets you below the bidding thresholds and if you look at that from the outside it looks like you maybe did that on purpose to avoid some bidding requirements.

That was the challenge that was presented to us. Our advice to him was, I would much prefer to publish exactly what it is that your department wants to do and see what you get and then if you don't get something that we can use, which is what happened and we kind of thought it would. We can then bring it to Council and explain the situation.

We advertised to the whole world precisely what the City intended to do, we did not get back any responses to that advertisement that complied with the bid specs because these companies, the manufactures have local retailers with exclusive rights and so you can't find one retailer that sells all these different types of equipment.

Moving forward the Council does have the right to reject all bids, I think that perhaps you are required to do because you don't have a bid that complies with the advertisement. Then if you find that the equipment can be acquired more economically on the open market you reject all bids and authorize Darrin to do that. As long as we establish that this is an upper limit for what he would pay for the individual pieces of equipment that he needs then we have complied with the notion that it can be achieved more economically.

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Councilmembers ask about the equipment purchased is it beyond what we have.

**MOVED** by Haverfield and **SECONDED** by Skaug to **reject all bids** that were received for **upgrades to fitness equipment**. The Mayor asked all in favor say aye with all Councilmembers voting **AYE**. 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, 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.

**MOVED** by Haverfield and **SECONDED** by Bruner 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 **7-2016** and directed the clerk to record it as required

MOTION CARRIED

**MOVED** by Haverfield and **SECONDED** by Skaug to **adjourn** into **Executive Session** at 7:46 p.m. pursuant **Idaho Code 74-206 (1) (c)** to acquire an Interest in Real Property Which is not Owned by a Public Agency. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

**MOVED** by Haverfield and **SECONDED** by Skaug to **conclude** the **Executive Session** at 8:02 p.m. during which discussion was held regarding acquiring an Interest in Real Property Which is not Owned by a Public Agency pursuant **Idaho Code 74-206 (1) (c)**. The Mayor asked all in favor to say aye with all Councilmembers saying **AYE**. The Mayor declared the

MOTION CARRIED

The Mayor adjourned the meeting at 8:03 p.m.

Passed this 16<sup>th</sup> day of February, 2016.

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MAYOR

ATTEST:

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CITY CLERK

DRAFT

**REGULAR NAMPA AIRPORT COMMISSION  
JANUARY 11, 2016**

The meeting was called to order at 5:31 pm by Chairman Brent Ross

Roll Call:

- Members Present: Russ Sperry, Gene Clark, Brent Ross
- Council Liaison: None
- Members Absent: Tom Howard

Proposed amendments to the agenda; None

Election of 2016 Chairman and Vice Chairman- The Commission discussed the election. Due to only three members in attendance the decision was made to postpone the election until the next regular Commission Meeting.

MOVED by Ross, and seconded by Sperry to approve the minutes for the Regular meeting of December 14, 2015.

**MOTION CARRIED**

**Staff Report:**

**Monte Hasl, Airport Superintendent**, presented the following staff report:

- Open Units; Wait List: Fuel Report.
- Airfield Conditions; RWY/TWY & Apron in good shape; RWY/TWY lighting systems operating normally; PAPI, operating normally; AWOS operating normally,
- The East Hangar Lot Catex – Diane Stilson with the FAA is still reviewing.
- The East Hangar Gas Line Easement – Waiting on line location for the easement
- Miscellaneous; Eastside waterline abandonment – Coordinating with the developer and Nampa City Water Department; Winter Operations, snow event Dec 24-26; Weed/Rodent Control is ongoing; No unauthorized vehicles; NOTAMS, crane west of airfield.
- Upcoming Conferences
  - FAA Northwest Mountain Region Airports Conference 2016 - March 28-30 Seattle.
  - Idaho Airport Management Association – April 18-19 Sun Valley.

**Grant Report:**

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

AIP-026 – No update for January.

AIP-27 (Anticipated) - Tom Lemenager, J.U.B. Engineers, also updated the Commission on our next AIP project; Planning for the Environmental Assessment for the Land Purchase in the runway 11 RPZ. The FAA has reviewed the Scope for the planning portion of this project. The next step is to obtain an independent fee estimate.

**AIRPORT BUSINESS**

Request from Larry Harpe; has received an offer to purchase the hangar improvements on Lot #2262 from Brian Hill; Agreement to Terminate Lease with Larry Harpe for Lot #2262 dated 10-01-05; contingent on sale of hangar and lease approval for Brian Hill effective January 19, 2016;

**REGULAR NAMPA AIRPORT COMMISSION  
JANUARY 11, 2016**

Approve new Standard Land Lease and Memorandum of Lease with Brian Hill for Lot #2262 for a 50'w x 30'd hangar; term of agreement 01-19-2016 to 01-31-2036. – The Airport Superintendent presented the request. The Commission discussed the price of the hangar and determined at this time they waive the first right of refusal.

MOVED by Clark and seconded by Sperry;

*The Airport Commission hereby recommends to the City Council that they authorize the Mayor to sign the Agreement to Waive First Right of Refusal and Terminate Lease with Larry Harpe dated 10-01-05 and sign a new Standard Land Lease with Brian Hill effective January 19, 2016.*

**MOTION CARRIED**

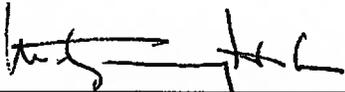
Chairman Ross recognized the Boy Scouts in the audience. The Scouts in attendance are working on their citizen merit badge.

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

**MOTION CARRIED**

**Chairman Brent Ross adjourned the meeting at 5:50 PM**

Passed this 8<sup>th</sup> day of February, 2016



**AIRPORT SUPERINTENDENT, SECRETARY**



**COMMISSION CHAIRMAN**

**SPECIAL NAMPA AIRPORT COMMISSION  
JANUARY 25, 2016**

The meeting was called to order at 12:03 pm by Vice Chairman Tom Howard  
Roll Call:

- Members Present: Tom Howard, Russ Sperry, Mark Miller
- Members Absent: Gene Clark, Brent Ross

**AIRPORT BUSINESS**

Request from Mad River LLC:

Approve new Standard Land Lease Mad River LLC for;

Lot #2010 for a 50'w x 60'd hangar; term of agreement 01-21-2016 to 01-31-2036.

Lot #2012 for a 50'w x 60'd hangar; term of agreement 01-21-2016 to 01-31-2036.

Lot #2014 for a 50'w x 60'd hangar; term of agreement 01-21-2016 to 01-31-2036.

Lot #2016 for a 50'w x 60'd hangar; term of agreement 01-21-2016 to 01-31-2036.

The Airport Superintendent presented the request.

MOVED by Miller and seconded by Sperry;

*The Airport Commission hereby recommends to the City Council that they authorize the Mayor to sign a new Standard Land Lease with Mad River, LLC for lots 2010, 2012, 2014 and 2016 effective January 21, 2016.*

**MOTION CARRIED**

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

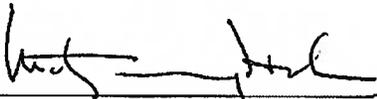
**MOTION CARRIED**

Vice Chairman Tom Howard adjourned the meeting at 12:05 PM

Passed this 8<sup>th</sup> day of February, 2016



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COMMISSION CHAIRMAN



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AIRPORT SUPERINTENDENT, SECRETARY

**SUMMARY**  
**Board of Appraisers Meeting Agenda**  
**Tuesday, January 19, 2016, 10:30 a.m. to 12:00 p.m.**  
**Nampa City Hall, Mayor's Conference Room**

<b>Topic</b>
<p><b>Welcome and Roll Call</b> <b>Mayor Henry, Vikki Chandler, Deborah Spille, Keith Begay, Nate Runyan, Daniel Badger, Hubert Osborne, Andy Zimmerman, David Peterson, City Attorney Mark Hilty, Michael Fuss, and Sheri Murray</b> <b>City Engineer represented by Daniel Badger</b> <b>Absent Seat: Environmental Compliance Superintendent</b> <b>Keith Begay left early due to another commitment</b></p>
<p><b>Proposed Amendments to Agenda</b> Any items added less than 48 hours prior to the meeting are added by BOA motion at this time</p> <ul style="list-style-type: none"><li>• <b>No amendments were made to the agenda</b></li></ul>
<p><b>Report of Landowner Irrigation Tax Exclusion and/or No Benefit Rate Requests</b> <i>Michael Fuss, P.E., Public Works Director</i></p> <ul style="list-style-type: none"><li>• <b>There were no objections to the report</b></li></ul>
<p><b>Update of Industrial Incentive Policy</b> <i>Nate Runyan, P.E., Deputy Public Works Director</i></p> <ul style="list-style-type: none"><li>• <b>Follow-up to November 2, 2015, BOA request pertaining to:</b><ul style="list-style-type: none"><li>○ <b>Lease of Wastewater System Capacity, and other industrial policy schedules (Section 6: Incentives)</b><ul style="list-style-type: none"><li>▪ <b>Number of days for response and/or action from City Attorney and/or City Council is vague</b></li><li>▪ <b>Direction given to Staff to review and provide clarification to the policy at next BOA meeting</b></li></ul></li></ul></li><li>• <b>A timeline of the Incentive Petition Process was presented</b></li><li>• <b>Staff will actively pursue completion of petition process. However, working with industrial customers requests, staff requests flexibility as needed</b></li><li>• <b>Motion made, seconded, with no abstention, to</b><ul style="list-style-type: none"><li>○ <b>Add the word "Estimated" to Incentive Petition Process, and</b></li><li>○ <b>Project a timeline of 35 days, until presentation to City Council for final determination can be made</b></li></ul></li></ul>

**J.R. Simplot Company COFee Discussion**

*Nate Runyan, P.E., Deputy Public Works Director*

- **Negotiations with J.R. Simplot Company pertaining to their Capacity Optimization Fee (COFee) presented**
  - **Motion made, seconded, with no abstention, to approve payment extension to April 18, 2016, for Simplot Company's COFee**

**Purge Parcels from Nampa Municipal Irrigation System**

1. County Owned
2. Exempt from Property Tax Assessments
3. Not Serviced with Nampa Municipal Pressurized Irrigation

*Deborah Spille, City Treasurer*

- **Deborah gave a brief report on eight properties, within the Nampa Municipal Irrigation System roll, owned by the County at zero value and not taxed. The proposal was made to not assess irrigation as well**
- **Motion made, seconded, with no abstention, to purge the eight parcels, and subsequent properties with a Canyon County total assessed value of \$0.00, from Nampa Municipal Irrigation System roll**

**Update of GIS/SpringBrook Irrigation Reconciliation**

*Deborah Spille, City Treasurer*

- **Deborah gave a brief update of GIS/SpringBrook irrigation reconciliation activities**

**MEETING MINUTES  
BOARD OF APPRAISERS  
January 19, 2016**

The roll of the Board of Appraisers (BOA) for the City of Nampa was taken with Bob Henry, Mayor; Michael Fuss, Public Works Director; Vicki Chandler, Finance Director; Deborah Spille, City Treasurer; Nate Runyan, Deputy Public Works Director; Keith Begay, Water Superintendent; Daniel Badger, Staff Engineer, representing City Engineer; Hubert Osborne, Citizen at Large; Andy Zimmerman, Wastewater Superintendent; Dave Peterson, Citizen at Large; Mark Hilty, City Attorney; and Sheri Murray, Executive Assistant, present. Keith Begay left early due to other commitment.

Michael welcomed meeting attendees, thanked them for participating and introduced the agenda (*see Attachment A*).

Michael asked the attendees if there were any proposed amendments to the agenda. No amendments were made to the agenda.

**Report of Landowner Irrigation Tax Exclusion and/or No Benefit Rate Requests**  
*Michael Fuss, P.E., Public Works Director*

Twelve requests have been received from Nampa Meridian Irrigation District (NMID) customers for exclusion from water rights and irrigation assessment (*see Attachment B*). All property owners that requested exclusion do not have service readily available. If within City limits and utilities are available, annexation of property into the Nampa Municipal Irrigation System can occur upon owner request and payment of fees.

Staff has provided written comment opposing the NMID's customers' requests. If these properties become adjacent or annexed into the City, and they are excluded, we should not be serving them from the City's irrigation system. This is the reason why staff recommends customer requests from underlying districts for exclusion not be granted. But as of now, unless there is any opposition, I would like to ask the BOA to affirm staff's actions.

**The BOA had no objections to staff's recommendation to oppose the twelve requests for irrigation tax exclusion.**

**Update of Wastewater Industrial Incentive Policy**  
*Nate Runyan, P.E., Deputy Public Works Director*

At the BOA meeting in November, we discussed the petition Materne had filed to utilize the incentives within this Wastewater Industrial Incentive Policy (Policy). Materne was the first industrial customer to file such a petition, in which they were successful in purchasing capacity from Simplot. Once Materne purchased capacity from Simplot, the City executed new permits for both of these industrial customers without having to sell any capacity that is currently available at the wastewater treatment plant. So the Policy is working.

During that meeting, a BOA member raised a question about the timeline for filing and approving an incentive petition. Staff has put together a flowchart (*see Attachment C*), which is in your packet of materials, outlining the petition process and timeline for one of the incentive policies. This timeline is for a loan of capacity, but there are actually four different types of incentives: a loan, a lease, a transfer in which a company can exchange capacity within their own facilities, and an exchange from one customer to another. An exchange between customers is the incentive that occurred when Simplot sold its capacity to Materne.

The Policy defines the internal staff timeline as follows: First, the customer completes and submits a petition to the City's Public Works Department. Engineering then assesses whether the system has the capacity to service the customer's request, and based on that information, makes a recommendation. The Economic Development Department (ED), also at that time, determines whether the requested action would have positive or negative economic impacts for the City. ED has three business days to make this determination. Next, Engineering and ED make their recommendation to the Public Works Director, which is then presented to City Council. So, as you can see, staff's decision about the action is made within the first two weeks after the petition is filed.

If needed, the petition goes to the City Attorney who will draft an agreement for the requested action. There is no set timeline once the process reaches the attorney. You could read into it that from the time staff makes their recommendation, the next City Council meeting will be held within 10 to 14 days. So at a minimum, the process could take 42 days. After looking into where the gap is in the timeline, we need to decide whether to add a time limit for the City attorney to develop the agreement. The more you look into this process, the less there is to see. As was mentioned at the BOA meeting in November, the only incentive that has been executed is the one between Materne and Simplot. So far we have only one example to draw conclusions from.

This Policy is set up to be a guidance to allow staff to execute. The reason it is an incentive policy is because there are financial benefits to the industrial customer. But there are also financial impacts that the City has to recognize. To put timelines to the development of the legal agreements is going to be critical, and will likely have the most financial impacts. My recommendation is that we need to experience at least a few more examples of incentive petitions being filed before we begin putting boundaries on the timeframe for this process. Often policies are the result of negative impacts, and we want to be sure the process is clear for both parties who are involved. This particular Policy has not had any negative impacts so far, and until we know what those are, I think the current process is something we can work within.

*You mentioned there is an impact to the City with these types of agreements. What is the impact to the City?* For example, when there is a loan of capacity, an agreement would be drafted for a certain amount of capacity to be given to an industry for up to two years. For those two years the capacity would be obligated. But during that timeframe, there could be another industry who offers to purchase the amount of capacity which is obligated to another company through the loan. When crafting the agreement, these types of alternatives need to be vetted out, and potential economic development within the City needs to be evaluated. All of the incentives

have financial impacts to the City – whether its treatment plant capacity or capital investment, and those factors will ultimately be taken into Council’s decision of how we want to allocate our resources.

*But doesn’t Simplot have about half the capacity of the treatment plant? They have about half the capacity coming in the door. They are not coming at all close to using the full amount of their capacity.*

At the previous BOA meeting, the Board asked if staff should have more limitations on its timeline for the petition process. Staff is now pointing out that we appreciate the flexibility to get this done. We could put an artificial date in the Policy, but it may not accurately reflect the true amount of time it takes to make these types of decisions. Staff has proven we will diligently move forward with the process of getting incentive petitions approved or denied, but there is need for flexibility. There needs to be flexibility for both sides, for staff and the industry, because industry may not agree with the conditions. There also needs to be flexibility for the legal component; we need to make sure there is time to ensure everything is properly covered, and that is not done in haste.

*I don’t understand why we would want to fast track this process. Looking at the example of Materne, what is the financial impact to the City from that agreement? You could assign a value to the capacity that Simplot sold to Materne, resulting in an expenditure the City did not have to put forth in providing capacity to Materne. This was a positive impact for the City.*

*So that was a positive impact. What would be an example of a negative impact? An example would be rushing through an agreement process without vetting both sides’ interests.*

*Using Materne as an example, why does it require Council approval before we can go forward? Because it is a contract.*

*Is it a contract between the City and Materne, or between Simplot and Materne? All three parties; the sale agreement is between the two industries, separate from the City. The issuance of the capacity permit is the agreement between the City, Materne and Simplot.*

*Could there be a negative impact to the City if Materne puts more waste into the system than Simplot was previously? When Simplot had the capacity they weren’t using it. So the City will incur higher operational costs once Materne begins actively using its capacity to treat its wastewater. Am I right in seeing this? Our assertion was that the Materne/Simplot exchange was a great example of an incentive that worked. Our concern is if we put limits on the timeline for the agreement to be developed, we don’t know what could go wrong. That agreement fortunately went well, but if the capacity at the plant were to be very limited there will be winners and losers. And if that scenario were to occur I would hate to not have enough time to thoroughly vet everything out. Hypothetically, Engineering could be in the process of reviewing an incentive request from an existing customer, while at the same time ED is in negotiations with a potential new customer who requires a great amount of capacity. It could then go to the City*

Council who reviews both options, but has to make a decision prematurely due to the pressure of working under a timeline.

*Since this is uncharted territory, it doesn't make sense to me to come up with a policy for timelines based on just the one example we've had so far. I'll make a suggestion that we leave the guidelines in place, and just add the language "unless extended by the request of either party." I don't know if that would work because the guidelines that are currently in place don't have a deadline for completing the petition process. So what we need to decide is whether there should be a boundary on the timeframe.*

*I think there should be a guideline or time limit added, but with the exception if a request is made by either party.*

*Why wouldn't the City make it a priority to get one of these incentive petitions through the process of being approved or denied? The concern seems to be that a request could be put on the backburner. But we are talking about large industries where their request is impactful enough that it will peak the City's interest. Correct. We have the one example of Materne where we didn't wait. There is the example with the proposed increase to hookup fees, where we knew it was two weeks, but it's taken more than that for the customer to even talk to their attorney. This is the problem of putting bounds on timeframes, because we can't control both sides of the agreement. The assumption is that it would move quickly, but that's not always the case, such as in the hookup fee scenario. This is simply because we couldn't get all the necessary parties together in the allotted timeframe.*

*Who is the one pushing for a strict timeline; is it Council? No, it was a suggestion that was brought up by this Board.*

*In the case of Materne; did it take them the full ten days to complete the evaluation of the system's capacity? Or was it much shorter? I'm asking because it might affect whether we want to make a customer wait this long. Reading this, it seems that in the worst case scenario, it could be about a 50 day process. Is that considered extremely long? In the recent and only example we have to go on, Simplot and Materne spent about two months negotiating the sale before they were ready to initiate the petition process.*

*I like the idea of having a plan, and having it flexible. So maybe come up with some language such as "it is our goal to accomplish this by such-and-such timeframe, but if extenuating circumstances arise, etc. etc."*

*So should we have it be 14 or 10 days? Which would be the shortest time between Council meetings? Because 14 days would be about three weeks, since it says these are business, or working, days. If we make the determination on the Monday the Council meets that would be ideal.*

*On behalf of staff, when these opportunities come about they are a high priority and will continue to be. I caution applying bounds to things that aren't broken. When these issues with large industries come up, it would be a problem if it doesn't catch the City's attention and doesn't become a priority. I don't know why we have to put a deadline. We can do guidelines, or a timeframe we can work with.*

*A good idea would be to add the word "nominal" before the work timeline in the policy. Or "estimated" would be another option.*

*What should be added as the final timeframe for the process to be completed? Three weeks?*

*I think 21 days would be the longest possible time there could be from the time the request is filed to the time it is approved or denied. The City Attorney must be given some time to draft the agreement and ensure all legal aspects are covered – let's just say that will be about seven days. So you could put it as estimated 21 to 35 days.*

**Motion made, seconded, with no abstention, to add the word "Estimated" to Incentive Petition Process, and project a timeline of 35 days, until presentation to City Council for final determination can be made.**

#### **J.R. Simplot Company COFee Discussion**

*Nate Runyan, P.E., Deputy Public Works Director*

This agenda item (*see Attachment D*) is a result of the Wastewater Industrial Incentive Policy (Policy). When that Policy was adopted, there was a new industrial customer fee added to the wastewater fee structure. Two years ago, industrial customers started receiving the Capacity Optimization Fee (COFee). This fee is a component of what they currently pay – based on usage or not. The COFee charges industrial customers for what they don't use, unlike residential and commercial customers where their water consumption is a direct relationship to what they pay for sewer. Industrial customers pay based on the constituents in the wastewater they send to the plant. In their permits, we look at what their industry does and what needs to be done to treat their waste.

In Simplot's case, there are two facilities in Nampa – the meat facility, which is currently being demolished, and a potato facility which is currently leased to Produce Partners (an onion producer). The amount of flow currently from this facility is about 10% of what Simplot used for processing potatoes. That has an impact on the wastewater fund and the revenue collected. The COFee is assessed annually – Staff looks at who is not sending the plant flow, and this year we had seven industries that were billed for the COFee. Six of these customers have paid, or stated how they intend to pay. Simplot has objected to the fee and have indicated they want to appeal the fee and intend to challenge its legality. Staff has discussed this with the City Attorney, and speaking on behalf of the Attorney, staff believes the fee's calculation is sound in regards to cost of service principles. And it was enacted and adopted by the City through a fee resolution and public hearing process.

So in discussions with Simplot, staff believes there is a common ground. Simplot has interest in selling their capacity, but there are no industrial customers available to buy it. So Simplot would transfer its capacity to the City, and the City would sell the capacity to a new customer base, such as residential, small commercial businesses, or other non-industrials. Then the City would pay Simplot the profit of that fee, which would be the revenue minus the City's administrative fee. In return, Simplot is asking for a waiver of the COFee. To allow for this negotiation and agreement to be crafted, Simplot is asking their payment due date of the COFee be extended to April 18, 2016.

*If we grant this, what about the other six industrial customers that have already paid the COFee? Won't they ask for the same type of deal as Simplot is requesting?* If they want to sit down and talk with the City about how to mitigate their COFee, the door is open. Part of this process is that the elements within the agreement have utilized the incentive policy as a foundation, whether it is selling or transferring capacity. So the execution of this agreement, if it comes together, would actually be an alternate to the COFee. If an industry wants an alternative sale agreement in place of their COFee, they could talk to the City about that possibility.

We did have some customers that reduced their capacity prior to the implementation date, so their COFee is less. For example, TASC0 is in the process of reducing their capacity by 2,000 pounds, and they also mitigated their fee by discharging at higher rates. Simplot has stated they can do the same by trucking in from Caldwell and discharging to get out of the fee. But staff doesn't believe that would be in the best interest of either the customer or the City. The focus of this fee is to optimize the limited sewer capacity that we have.

*So Simplot wants to hold their capacity in reserve, but not pay the fees until they sell it?* That is their position. The City's position is that if they are going to hold on to it, they have to pay for it or give it back to the City. There is the potential for up to ten years of growth that we could lock in with the capacity they are holding.

*In a real sense, if the City takes the capacity back, that would negate our need to expand the treatment plant. And if we don't take it back, the City is at risk of Simplot utilizing it, and then the City is short on capacity. So theoretically the City could reject a housing development because we have Simplot capacity that we can't use, but that they might use?* Simplot would still have the right to come back and use the capacity. The capacity is there and would be available for anyone at any time to purchase it. With Simplot's capacity at the plant there is the ability today to discharge up to their permitted limit. At that level, our BOD capacity is in the high ninetieth percentile, so the City does not have excess capacity. We are about to go into a master planning process to determine how much additional capacity is required to handle whatever maximum amount of commercial or residential development occurs. What we believe Simplot and the City can agree upon is similar to putting their capacity into what is essentially an escrow account. Simplot puts potentially ten years' worth of capacity, or growth, into that escrow and the City would sell that capacity across the counter during for building permits or to industrial customers. Any type of customer would be able to buy it. At the same time, all other customers would not have to make an investment in the treatment plant in which the value would be between five and ten million dollars.

*If Simplot holds onto this capacity, and we don't charge them, is that a one year deal or would we permanently not charge them?* The proposal being brought before this Board today is to allow them not to pay. The COFee would hit Simplot hard; it is \$160,000 this year. If they held on to this capacity it would be about \$600,000 next year, if they continue to discharge as they are today. So Simplot would have to pay that fee, and they will clearly appeal the fee and then we'd all have to go to court to figure it out. The alternative is to come up with this agreement that allows Simplot to put 40% of their capacity in an escrow, and they would only pay on the remaining amount.

*Would they have to pay any fee on the capacity they put in escrow?* No. The proposal is the City would waive the whole COFee for the period of time that the escrow exists. If they were to take capacity back from the escrow, they would pay the COFee on that portion.

*So essentially, they are giving it back to the City in a revocable manner that places an intended fee for the ability to take the capacity back and use it. That seems to me a very rational position to take, and for them to disagree seems to be irrational.*

*But what is the value of the capacity being in escrow?* The City would have to make capital improvements if Simplot keeps their capacity. So we would use the capacity in escrow to offset growth of the treatment plant. There will be a contract, as if it's a pass-through from a hookup fee. If we sell a hookup fee, it passes through to Simplot until we use up that capacity. This would be opposed to making capital improvements at the treatment plant, which the City would then sell across the counter.

*So Simplot can't sell the capacity, but we can sell it, is that the idea? Or can they sell it?* If they can find a buyer, they can certainly sell it.

*So the capacity is available for sale, whether it's the City or Simplot that sells it?* Correct. And the agreement would state an administrative fee because someone is going to have to write checks and change the permits, etc.

*So it is as if Simplot does not want to make a car payment on a car their going to put in the garage.*

*Right now Simplot is using about 10% of their capacity, which means 90% isn't being used. And they are willing to transfer 40% of that 90% to the City. But they want the City to waive their COFee for the 40% they aren't using?* That is their position.

*Why don't we make them transfer the whole 90% they aren't using, or a larger amount than 40%, such as 75%?* Simplot believes that 40% to the City, and that the remaining 60% maintains the market ability of the potato facility.

*What possible profits could the City make that we would have to rebate back to the Simplot company? The fees we would collect on new residential customers, those portions that apply to the plant capacity or the entire wastewater fee, I think that's still a discussion point on how much would go to Simplot. If a new building permit comes in and the customer pays those fees, that fee would be passed on to Simplot minus any administration costs for the City. From a development perspective, we are getting near the high end of available capacity at the treatment plant. The ability to sustain ten years of growth through this agreement would be very good for the development community.*

*Those are advantages. Without this agreement the City will need to look at expanding the treatment plant for other reasons than just the phosphorus needs. With this agreement, we can put off the expansion for capacity needs by a minimum of ten years. So it would be okay to waive Simplot's fees for expansion if we don't need to add capacity. And we are doing the upgrades for phosphorus treatment now, correct?*

There are two components of upgrades; what is needed for phosphorus treatment and what is needed for growth and more capacity. There will be another decision coming before the BOA at some point in the future regarding additional rates to cover the second phase of upgrades to meet treatment permits. Those upgrades will cost somewhere around \$80 million, and if we have to add improvement for growth on top of that it would be another five to ten million dollars. Since City Council hasn't decided on the hookup fee, and if they decide to reduce the fee, it would take that much longer to pay for the upgrades. We are trying to set it up so this agreement matches growth, hookup fees and timeline to what we can pay. So that is where the 40% comes in because that is about the amount we can consume in a ten year period.

*Could the agreement say that the City will waive the fee only until that 40% of capacity is used up? Yes we can do that. Simplot intends to have a draft agreement to the City today, and there are conditions about the term length and amount of capacity sold that need to be worked out.*

*If we charge them the COFee, we will need to look at expansion of the plant right away. And we already have a \$37 million dollar plan for upgrades going right now just for phosphorus. From my perspective, I'm for pushing back the need for expansion if it's possible.*

*I have not quite got my head around this, but what staff has proposed seems pretty reasonable.*

*But does it cause more controversy for the other six industrial customers? I think this policy was created to get Simplot at the table, and now they are at the table. If we get through the agreement with Simplot successfully, and other industries approach us, there is a sunset clause in the policy which is about 18 months away. We could do this same deal with other industries and it would have a non-measurable impact for the City.*

*So on capacity, we are in the high ninetieth percentile right? Yes, for BOD.*

*But if we take out the capacity not being utilized, what is the real level of use?* I would have to go back and look at the spreadsheet, but I estimate it is about 60%. And while we want to respect the other six users, Simplot's situation is really very different from the others.

*So essentially, Simplot is half the treatment plant, and we built the treatment plant for Simplot and then they left.* That is what makes the COFee valid. It is a make ready cost for them to discharge at any point in time. If they were to start discharging right now, the plant could handle it.

*How much time are we going to be spending on this agreement? I like the plan because it pushes back the need for capacity improvements.* I think the timing is such that we could bring the agreement back to the BOA. The indication from Simplot is they have all executive levels of approval to move forward with the agreement, and that is likely to be reached by January.

There was a concern expressed about the other six industrial customers and whether they will want the same type of deal. If that is a point of concern, we could say that collection methods will begin after April 18. Of the seven, three customers have already paid their bill in full, two are in monthly installments, and one intends to pay in full this month.

**Motion made, seconded, with no abstention, to approve payment extension to April 18, 2016, for Simplot Company's COFee.**

**Purge Parcels from Nampa Municipal Irrigation System**  
*Deborah Spille, City Treasurer*

The first item is a request to purge parcels from the City's municipal irrigation role (*see Attachment E*). These parcels are Canyon County owned properties that the county has determined an assessed value of zero dollars. This means the county has no intention to sell the property at auction, there are no buyers to consider, and they are not assessing the property as viable. The City could continue to assess these properties for irrigation, which will just keep adding up, and no one will pay.

There are currently eight properties identified as zero value based on Canyon County assessments. Staff recommends purging these eight properties and subsequent properties with a Canyon County total assessed value of \$0.00, from the Nampa Municipal Irrigation System roll.

**Motion made, seconded, with no abstention, to purge the eight parcels, and subsequent properties with a Canyon County total assessed value of \$0.00, from Nampa Municipal Irrigation System roll.**

## **Update of GIS/SpringBrook Irrigation Reconciliation**

*Deborah Spille, City Treasurer*

This effort has been ongoing for a number of years, since we converted from a legacy access database to SpringBrook (*see Attachment F*). It was the first opportunity we had to verify, compare, and reconcile county parcels to GIS records.

The irrigation environment is extremely dynamic. On a regular basis parcels have been sold, split, joined, and there have been changes of addresses. With the collaboration of IT and GIS staffs, we have been able to compare the two data sets and review and make corrections based upon this. It has been accomplished over several different phases and layers of reconciliation because of the nature of the parcels. Most recently GIS staff has verified annexation boundaries which created a subsequent review of parcels and correction. Staff has identified about 2% of customer corrections that will be applied before the 2016 billing. We are moving forward with the prior precedent set by BOA, and City Council approval, for corrections when there has been a refund to the customer. We would refund up to two years and there are six customers that have these circumstances. We did not have the opportunity to identify the responsibility of when the change or correction occurred until most recently.

*What kind of amounts are we talking about?* I do not have that information. At this point we are still working to create the accounts and haven't run any kind of calculations on where we feel confident of a legal owner of record and parcel in our data billing set.

*So we don't have a number for refunds yet?* No.

*Will it be hundreds of thousands?* No, but it will be thousands. There is one customer, a golf course that will be \$9,000.00. The others are tens or hundreds of dollars.

*You said it was 2% of the customer base corrections, so is that several thousand customers?* No, it is five hundred customers. But that number is a moving target too because we have about 20,000 billed last year, but the HOA has changed and aggregated them into one parcel rather than unique parcels, which formally were separate properties. So we adjusted that and it's a very fluid environment. It comes down a lot to the fact that the county changes their processes.

*How are HOAs affecting this?* There is now one account for HOAs, where they used to be billed as several parcels.

*So the request for the BOA today is to authorize the refund of up to six customers that have been overbilled, and that underbilled will not be back billed?* It could be a decision for the BOA, but we have already taken the prior application and precedent and applied it to our billing practices. So no motion or action by the Board is necessary.

**Meeting adjourned.**

**Board of Appraisers Meeting Agenda**  
**Tuesday, January 19, 2016, 10:30 a.m. to 12:00 p.m.**  
**Nampa City Hall, Mayor's Conference Room**

<b>Begin</b>	<b>End</b>	<b>Topic</b>
10:30 a.m.	10:33 a.m.	<b>Welcome and Roll Call</b>
10:33 a.m.	10:35 a.m.	<b>Proposed Amendments to Agenda</b> Any items added less than 48 hours prior to the meeting are added by BOA motion at this time
10:35 a.m.	10:45 a.m.	<b>Report of Landowner Irrigation Tax Exclusion and/or No Benefit Rate Requests</b> <i>Michael Fuss, P.E., Public Works Director</i>
10:45 a.m.	11:00 a.m.	<b>Update of Industrial Incentive Policy</b> <i>Nate Runyan, P.E., Deputy Public Works Director</i>
11:00 a.m.	11:30 a.m.	<b>J.R. Simplot Company COFee Discussion</b> <i>Nate Runyan, P.E., Deputy Public Works Director</i>
11:30 a.m.	11:45 a.m.	<b>Purge Parcels from Nampa Municipal Irrigation System</b> <ol style="list-style-type: none"> <li>1. County Owned</li> <li>2. Exempt from Property Tax Assessments</li> <li>3. Not Serviced with Nampa Municipal Pressurized Irrigation</li> </ol> <i>Deborah Spille, City Treasurer</i>
11:45 a.m.	12:00 p.m.	<b>Update of GIS/SpringBrook Irrigation Reconciliation</b> <i>Deborah Spille, City Treasurer</i>

**PAGE BREAK**

**Report of Landowner Irrigation Tax Exclusion and/or No Benefit Rate Requests  
Board of Appraisers  
January 19, 2016**

**Nampa Municipal Irrigation System**

No requests were received for exclusion and/or reduced rate (No Benefit Rate) of irrigation tax assessments.

There are no appeals to report at this time.

**Nampa Meridian Irrigation District**

- City Staff was notified by Nampa Meridian Irrigation District (NMID) that requests for exclusion from water rights were received for the following properties:

<b>Property Address</b>	<b>Within City Limits</b>	<b>Service Available</b>
2215 Lone Star Road*	Yes	No
3412 Braden Lane	No	No
2661 Second Street South	Yes	No
319 Buckskin Drive	Yes	No
4510 South Robinson Road	No	No
2824 Landon Lane	Yes	No
1914 East Lewis Lane*	No	No
2503 Lyle Court	No	No
2512 Lone Star Road	No	No
16697 Rose Briar Lane	No	No
3111 Garrity Boulevard*	Yes	No
3425 Southside Boulevard*	No	No
* Second request to be excluded received directly from NMID customer. Letter of response sent (sample attached).		

- Staff has provided written comment to NMID opposing their customer's requests
- If within City limits and utilities are available, annexation of property into the Nampa Municipal Irrigation System can occur upon owner request and payment of fees

**Pioneer Irrigation District**

No requests were received from the Pioneer Irrigation District since last report.

2nd Response  
NMID

\* "Sample"



# City of Nampa

ENGINEERING DIVISION

OFFICE (208) 468-5444

CITY HALL 411 THIRD STREET SO. NAMPA, IDAHO 83651 FAX (208) 465-2261

December 9, 2015

Nampa, Idaho 83686-8998

RE: Petition for Exclusion from Nampa & Meridian Irrigation District  
Assessment No.

Dear

This letter is in response to your inquiry as to the City of Nampa's (City) opposition to the Nampa & Meridian Irrigation District (NMID) granting your Petition for Exclusion of Land for your property located at

On occasion, the City receives notice from the NMID of landowners requesting to be excluded from the irrigation tax assessment. It may be because the property owner does not use the irrigation water, doesn't want it, or the land is rendered incapable of carrying water. Landowners also offer to abandon or forfeit the water right serving their property for exemption of the tax.

This matter has been studied and explored with the City's water counsel. As explained in the attached memorandum of law, a landowner who chooses not to use the irrigation water made available by an irrigation district is not eligible to be excluded, except under limited circumstances. Even if these circumstances were to occur, the City may continue to assess the landowner for drainage services and for irrigation water made available by the City to properties within the City limits. In regards to abandoning or forfeiting water rights; these rights are not held by the landowner, but by the irrigation district providing the water for the benefit of all eligible landowners.

✓  
11.9.15

In the case of your request, the City's opposition to the NMID granting the exclusion is based on the ability to serve the property at some future date. As stated in the memo to the NMID (see attached), at some future date, the City will have the ability to serve the property once the City's Pressure Irrigation System is extended to the south with development. However, if the exclusion is granted, the property will no longer have a valid water right, thus will not be able to be served by either the City or the irrigation district without going through the process to reestablish a right, which may include payment of irrigation taxes for the years the exclusion was in place.

As mentioned above, the City will have the ability to provide service to your property once the system is extended. At that time you or a future owner of the property could request service from the City. This would require annexation into the City of Nampa City Limits and Nampa Municipal Irrigation System, and payment of the associated connection fees.

If I can offer additional assistance or further clarification, please call me at 468-5459. Hopefully this correspondence offers a better understanding as to the City's determination.

Sincerely,



Jim Brooks  
Sr. Engineering Plans Examiner

cc: Nampa & Meridian Irrigation District  
file

Enclosure: Memorandum of Law dated November 25, 2009  
Memo to NMID dated November 24, 2015

## MEMORANDUM OF LAW

TO: Michael Fuss, Director, Public Works Department  
FROM: Christopher H. Meyer *CHM*  
RE: Irrigation Tax Assessments  
DATE: November 25, 2009

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### QUESTION PRESENTED

Is the City of Nampa obligated to exclude from irrigation tax assessments landowners within an irrigation district who no longer use irrigation water made available by the City?

### BRIEF ANSWER

No. A landowner who chooses not to use irrigation water made available by an irrigation district is not eligible to exclude his or her lands from the irrigation district except under limited circumstances. Even if an exclusion of those lands were to occur, the City may continue to assess the landowner for drainage services and for irrigation water made available by the City. In the case of irrigation district water rights, those rights are held in trust by the irrigation district providing the water. That trust is for the benefit of all landowners eligible to receive such irrigation water. Water rights owned by the City are not held in trust. When a landowner elects no longer to receive irrigation water, this does not result in an automatic forfeiture or abandonment of the portion of the water rights formerly serving that individual. Those rights may continue to serve other irrigation uses within the irrigation service area.

### DISCUSSION

The City of Nampa has contracts with three irrigation districts (Nampa & Meridian Irrigation District, Pioneer Irrigation District, and Boise-Kuna Irrigation District) to provide pressurized irrigation water from these entities to residences and businesses within the City. ~~These surface supplies are augmented by extensive water rights from wells and other facilities owned and operated by the City of Nampa itself.~~

Idaho statutes authorize the City to assess landowners for the cost of this service. This includes a pass through of costs assessed by the irrigation districts as well as additional costs of service incurred by the City.

From time to time landowners who are eligible to receive this irrigation water from the City elect not to receive it for one reason or another. These landowners sometimes contend that (1) they may exclude their lands from the irrigation district providing the surface component of water, (2) they have abandoned or forfeited the water right serving their property, and/or (3) they are not subject to assessments by the City for irrigation water. As discussed below, these conclusions are based on misperceptions regarding Idaho water rights and irrigation districts. Each of these is discussed below.

**I. EXCEPT IN SPECIAL CIRCUMSTANCES, LANDOWNERS NO LONGER USING IRRIGATION WATER MAY NOT EXCLUDE THEIR LAND FROM THE IRRIGATION DISTRICT.**

The right of a landowner to exclude his or her land from an irrigation district is governed by Idaho Code §§ 43-1101 to 43-1121. Section 43-1102(a) sets out four criteria for exclusion. To be eligible for exclusion, the landowner must meet at least one of these. The four criteria may be paraphrased and summarized as follows:

- lands too high to be irrigated without pumping;
- owners have installed an independent irrigation system because the district does not own a sufficient water right;
- lands are not agricultural lands and the district has not constructed a distribution system or taken steps to do so; or
- in the case of lands of five acres or less, the prior owner rendered the ditch or other conveyance to the land incapable of carrying water (without the knowledge or consent of the current owner).

The first criterion cannot be satisfied in Nampa because the three irrigations districts that serve the City do not include within their district boundaries any lands above the canal that cannot physically be irrigated with surface water provided by the irrigation district.

The second criterion cannot be satisfied because each of the irrigation districts serving the City holds adequate water rights to support pressurized irrigation within the service area.

The third criterion cannot be satisfied because the irrigation districts and/or the City have constructed or will construct a distribution system to all lands subject to assessment.

The fourth criterion may or may not be satisfied, depending on the circumstances. This criterion typically applies where a developer removes all means of delivery to an entire subdivision so that individual homeowners could not restore service even if they wanted to do receive the water. It does not apply where water is available, but an individual landowner

disables the connection to his or her property. It also does not apply if the parcel served is over five acres. Finally, the criterion is not satisfied if the landowner acted in or acquiesced in rendering the conveyance incapable of carrying water. In sum, merely electing not to use the water is not a sufficient basis to be excluded from an irrigation district.

Additional requirements are set out in section 43-1103, dealing with the contents of a petition for exclusion. For example, certain landowners (but not all) are required to show that the exclusion will be in the best interests of the owner and the district. In addition, the landowner must provide consent by the holder of any affected mortgage.

Section 43-1102(b) provides that if the lands to be excluded are also served by drainage facilities of the district, the lands shall be excluded for irrigation purposes only, and shall remain subject to assessment for drainage purposes.

As the discussion above shows, relatively few landowners served by the Nampa pressurized irrigation system will be eligible for exclusion from an irrigation district.

## II. CUSTOMERS OF THE CITY'S PRESSURIZED IRRIGATION SYSTEM DO NOT HOLD INDIVIDUAL WATER RIGHTS FOR EITHER SURFACE OR GROUND WATER SUPPLIES.

Landowners served by irrigation districts do not hold individual water rights in connection with that service. This is in contrast to a mutual canal company (such as a Carey Act company) in which irrigators hold shares representing individual water rights in the company.

As the Idaho Supreme Court said, "The consumers possess no water right which they can assert as against any other appropriator,—their rights are acquired from the district which is the appropriator and owner and it is the district's business to protect the appropriation and defend it in any litigation that arises." *Nampa & Meridian Irrigation Dist. v. Barclay*, 56 Idaho 13, 47 P.2d 916, 921 (1935).

Most irrigation districts rely on water rights for storage in federal reclamation projects. These rights are acquired under state law by the Bureau of Reclamation and held in the name of the United States. Under *United States v. Pioneer Irrigation District*, 144 Idaho 106, 115, 157 P.3d 600, 609 (2007), while the federal government holds nominal "legal" title to water rights it acquired for these projects, "[t]he irrigation districts hold an interest on behalf of the water users pursuant to state law." In other words, the Court concluded, "Irrigation districts act as trustees for the landowners." *Pioneer*, 144 Idaho at 114, 157 P.3d at 608.<sup>1</sup>

While these water rights are held in trust, these cases do not hold that the trust is for the benefit of specific, individual landowners. As our Supreme Court has noted, landowners may come and go—beyond the control of the irrigation entity. When one landowner stops using the water, the irrigation entity may deliver water under those water rights to serve other lands within

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<sup>1</sup> In addition to these storage rights, irrigation districts typically hold legal title to other water rights (e.g., natural flow rights) in their own name; these rights also are held in trust for users within the district. *Jensen v. Boise-Kuna Irrig. Dist.*, 75 Idaho 133, 141 269 P.2d 755, 760 (1954).

the authorized service area, subject to limits specified in the right. *Aberdeen Springfield Canal Co. v. Peiper*, 133 Idaho 87, 982 P.2d 917 (1999). Although *Peiper* dealt with a canal company, its holding was codified and applied to irrigation districts by Idaho Code § 42-223(7). In sum, while there are circumstances under which an irrigation district's water rights can be forfeited or abandoned, this does not happen simply because the landowner elects not to use that water.

This is not to say that landowners have no interest in water rights held in trust by irrigation districts and made appurtenant to their lands by beneficial use. For example, under *Ickes v. Fox*, 300 U.S. 82, 93 (1937), the Court ruled that the government may not unilaterally take water en masse from all the landowners applying it to beneficial use on their land and redirect it to other water users in another district such that the original landowners' land is left "barren and nonproductive." But neither *Ickes*, nor *Pioneer*, nor any other case has held that a landowner no longer applying water supplied by a federal reclamation project to a beneficial use retains an individual legal interest in that water.

As noted above, the City's pressurized irrigation system relies on both surface water supplied by irrigation districts and water supplied by the City's own wells. It goes without saying that individuals served by a municipal water system do not thereby acquire title to the City's water rights. Accordingly, a landowner's mere decision not to receive water provided under those municipal water rights cannot work a forfeiture or abandonment of the City's rights.

### III. IDAHO STATUTES AUTHORIZE CITIES TO ASSESS LANDOWNERS TO WHICH IRRIGATION WATER IS AVAILABLE IRRESPECTIVE OF WHETHER THEY ARE USING IT.

The authority of Idaho cities to deliver irrigation district water rights within its service area and assess landowners for that service is reinforced by the amendments made in 1981 to Chapter 18 of Title 50 dealing with city irrigation systems. These amendments expressly authorize cities providing irrigation district water to municipal customers to pool their water rights for delivery as needed. Idaho Code §§ 50-1805 and 50-1805A. As a practical matter, the rights could not effectively be "pooled" for use in a centralized delivery system if they were subject to forfeiture or abandonment (or exclusion from assessment) every time a particular landowner elected not to use such water.

Note further that Idaho Code § 50-1806 provides that a city may assess and apportion the cost of irrigation service "according to the length of time each user or landowner may use such water." Thus, it is not necessary that the landowner be a water user; it is only necessary that the landowner may use such water. Accordingly, this statute does not serve as a basis for a landowner's contention that it may not be assessed for irrigation water available but not used.

In enacting this provision, the Idaho Legislature has recognized the impracticality of requiring cities to entertain petitions for exemption from assessment by every landowner who, from time to time, elects not to make use of the city's irrigation water service. The modest cost of this valuable municipal benefit would increase substantially if the City of Nampa had to devote resources to determining who is and who is not actually using irrigation water at any given time among the many thousands of residents it serves.

In conclusion, a landowner may be relieved of assessments based on pass through of irrigation district charges for water delivery only if the land has been excluded from the irrigation district. Even in that case, the landowner still would be subject to assessments for any drainage services provided by the irrigation district and for water supplied by the City based on its own water rights and delivery system.



ORGANIZED 1904

# Nampa & Meridian Irrigation District

*City Hall  
off to the  
right*

1503 FIRST STREET SOUTH  
FAX #208-463-0092

NAMPA, IDAHO 83651-4395  
nmid.org

OFFICE: Nampa 208-466-7861  
SHOP: Nampa 208-466-0663

01 December 2015

*208-468-5711*

Nampa, ID 83686-8998

*468-5458*

RE: Exclusion - Assessment #

Dear [redacted]

The Nampa & Meridian Irrigation District has completed its review of the Exclusion Petition on the above-referenced parcel of ground. As this parcel is within the City of Nampa Impact area we have contacted the City of Nampa for their consideration of your request. Their recommendation is, and I quote, "This parcel is in the Nampa City Impact Area and lies west of Southside Boulevard Road on the north side of E. Lewis Lane just east of the Ridenbaugh Canal. The City anticipates to be able to provide irrigation to this parcel in the future. In regards to this parcel, the City of Nampa: Opposes the granting of the exclusion request."

We encourage you and the City of Nampa to work together toward a satisfactory solution in this matter. Questions regarding this recommendation may be directed to Jim Brooks with the City of Nampa's Engineering Division. Questions regarding connection to a Nampa City pressurized irrigation system may also be directed to the City of Nampa's Engineering Division.

*208-468-5459*

Your exclusion will be reconsidered at the 15 December 2015 Board Meeting. If you have information or testimony to present to the District in dispute of the City of Nampa's recommendation, please submit it in writing no later than 10 December 2015. Your petition for Exclusion may be denied and \$50.00 will be returned to you for your Exclusion fees if no response is made by this date.

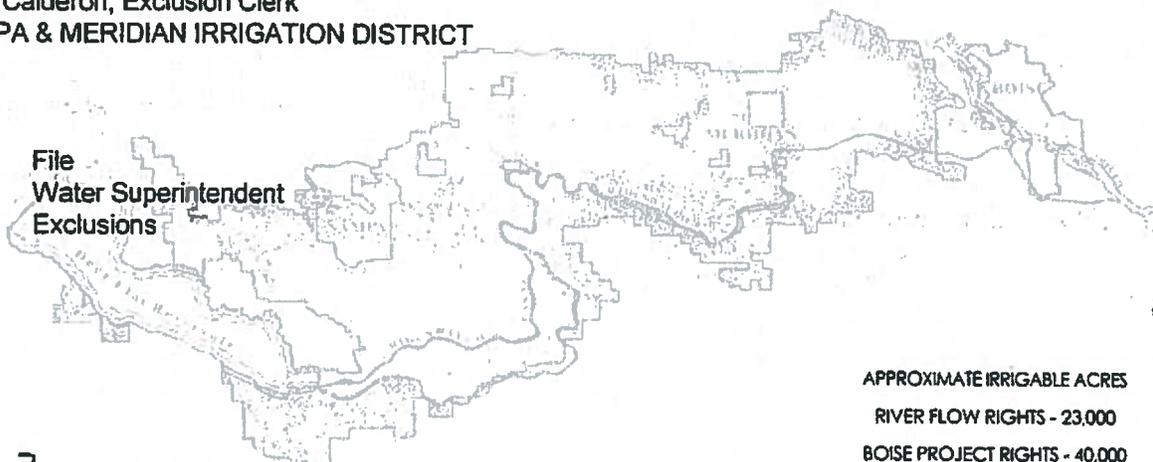
If you have any questions, please feel free to call on me at the District's office number listed above.

Sincerely,

Erika Calderon, Exclusion Clerk  
NAMPA & MERIDIAN IRRIGATION DISTRICT

/eca  
pc:

File  
Water Superintendent  
Exclusions



*ARFRCP*

APPROXIMATE IRRIGABLE ACRES  
RIVER FLOW RIGHTS - 23,000  
BOISE PROJECT RIGHTS - 40,000

**Sheri Murray**

---

**From:** Jim Brooks  
**Sent:** Monday, November 02, 2015 11:45 AM  
**To:** Michael Fuss  
**Cc:** Sheri Murray; Daniel Badger  
**Subject:** Irr Tax Exclusion NMID  
**Attachments:** Petition for Exclusion Memo w-Exhibit -

Michael,

Attached please find my draft memo and exhibit for the NMID Irrigation tax exclusion request received October 26, 2015 and due Nov. 11, 2015. Please review and comment.

Jim

Notice: All communication transmitted within the City of Nampa Email system may be a public record and may be subject to disclosure under the Idaho Public Records Act (Idaho Code 74-101 et seq.) and as such may be copied and reproduced by members of the public. In addition, archives of all City emails are generally kept for a period of two years and are also subject to monitoring and review.

11/9/15

# Memorandum

**To:** Erica Calderon, Nampa & Meridian Irrigation District

**Cc:** Michael Pass, P. E. Public Works Director

**From:** Jim Brooks

**Date:** November 2, 2015

**Re:** Petition for Exclusion –

---

This parcel is in the Nampa City Impact Area and lies west of Southside Boulevard Road on the north side of E. Lewis Lane just east of the Ridenbaugh Canal. The City anticipates to be able to provide irrigation to this parcel in the future.

In regards to this parcel, the City of Nampa:

1. Opposes the granting of the exclusion request.

7 ✓  
Jim  
11/9/15

. . . .  
. . . .  
**Sheri Murray**

---

**From:** Erika Calderon <ecalderon@nmid.org>  
**Sent:** Monday, October 26, 2015 4:48 PM  
**To:** Sheri Murray; Michael Fuss; Jim Brooks  
**Subject:** Irr Tax Exclusion Request  
**Attachments:** SKM\_4050151026152702.pdf

The land described in the attached petition may be in the Nampa City Impact Area (or in Nampa City) and is pending exclusion of the water rights for the land from NMID. This pending exclusion may have an impact on Nampa City. If so please feel free to respond to NMID if you oppose the exclusion. Please include an explanation of the City's relationship to the land in regard to distribution of the water to the land including but not limited to availability of water to the land, time frame for plans for annexation and/or providing a delivery to the land and description of effort to persuade the property owner to withdraw the petition and any other pertinent information. **Please reply no later than 11 November 2015.**

Please call if you have questions and send all response by mail or e-mail to:

Erika Calderon  
Nampa & Meridian Irrigation District  
Office (208)466-7861  
Fax (208)463-0092  
[ecalderon@nmid.org](mailto:ecalderon@nmid.org)

Petition for Exclusion of Land  
From Nampa & Meridian Irrigation District  
Idaho Code - Chapter 11

(Reproduction of this form is not acceptable. Call the District's Office for original.)

Petitioner(s) and Mailing Address

NAMPA, ID 83686-8998

RECEIVED

OCT 15 2015

NAMPA & MERIDIAN  
IRRIGATION DISTRICT

Additional Information for Petitioners  
(Please read before filling out petition)

1. A filing fee in the amount of five dollars (\$5.00) per each parcel of land described in the petition shall accompany the filing of each petition, plus an exclusion fee in the amount of twenty-five dollars (\$25.00) for each lot containing less than one (1) acre which is in a subdivision as defined in Section 50-1301, Idaho Code, or an exclusion fee of fifty dollars (\$50.00) for each acre or portion thereof in all other parcels of property, for which the District shall provide a suitable receipt evidencing payment. Petitions shall be summarily rejected if not accompanied by the required filing fee, exclusion fee, and any indebtedness owing to the District (taxes) or the United States of America under contracts for Anderson Ranch Dam and related facilities.
2. If the lands are benefitted by drainage facilities of the Irrigation District pursuant to Sections 43-305 through 43-312, Idaho Code, assessments for drainage benefits may be collected by the District or by the County Tax Collector in the event the lands are excluded from the District for irrigation purposes, but retained for drainage purposes. A moratorium by order of the District's Board of Directors exists on drainage at present which prevents assessing for drainage. However, if the moratorium were to be lifted, assessments for drainage would begin.
3. Exclusions are reviewed by the Board of Directors at the board meeting held the first and third Tuesday of each month. Any petition received after 06-Nov-2015 will be held until the next board meeting and can be subject to additional costs where applicable.

Total amount due by 06-Nov-2015 : \$ 111.30

TO THE BOARD OF DIRECTORS OF NAMPA & MERIDIAN IRRIGATION DISTRICT:

The undersigned hereby petition the Board for an order that the land hereinafter described be excluded from the District:

The land owned by the petitioner(s) is situated in Canyon County and is described as follows:

Assessment #

County Assessor's Parcel # (from property tax notice):

Site Address:

Legal Description:

COM AT THE SW COR OF THE SE QTR SW QTR, SEC 11 2N 2W, TH E141.55 FT TO RPB; TH N 0\*06'10" E 284.50 FT, TH N 61\*50'56" E96.43 FT, TH S 0\*06'10" W 330.0 FT, TH W 84.95 FT TO BEG

The reasons for exclusion of the land from the District are: [circle the letter(s) which pertain(s) in your case]

- a. The lands are too high to be watered without pumping by the owners of the lands from water owned or controlled by the Irrigation District,
- b. The owners of the lands have installed a good and sufficient water system independent of the water system of such Irrigation District for the irrigation of the lands because the District does not own a sufficient water right to furnish an adequate water supply for the lands,
- c. The lands in their present condition are not agricultural lands and the irrigation district has not:
  - (i) Adopted a resolution to construct a distribution system for the lands pursuant to section 43-333, Idaho Code; or
  - (ii) Called an election on the question of constructing a distribution system for the lands under the provisions of section 43-329, Idaho Code; or
  - (iii) Independently or in cooperation with a city or county established a local improvement district to construct a distribution system for the lands; or
  - (iv) Constructed a distribution system for the lands;
- d. Prior to acquisition of the lands by the petitioning owner and without his knowledge or consent, the ditch or other transmission facility extending from the delivery point of the District to the lands had been rendered permanently incapable of carrying water to the lands, but this ground for exclusion shall only apply to parcels less than five (5) acres in size.

The petitioners understand that land excluded from the District pursuant to proceedings on this petition shall not thereafter be entitled to receive water from the water rights or from the irrigation works and system of the District and shall not thereafter be entitled to any irrigation benefits of the District and shall be deemed to have fully relinquished all such water rights and benefits to the District.

Prepared 15-Oct-2015 11:20 am cco

RECEIVED

OCT 15 2015

NAMPA & MERIDIAN  
IRRIGATION DISTRICT

A petition for Exclusion filed with the Irrigation District constitutes representations to the District by the Petitioner or Petitioners that the facts stated in the Petition are true and correct and that no mortgage company or other person holds a lien of record in the county where the land for which Exclusion is requested is located, for which the lienholder's consent to the Exclusion is required or that, if such consent is required, the consent has been granted by the lienholder. The Petitioner shall be liable for any such expenses or damages to lienholders or to other landowners or to the District resulting directly or indirectly from wrongful exclusion of lands by reason of untrue or incorrect statements in the Petition.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND ACKNOWLEDGE ALL FACTS STATED IN THIS PETITION TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

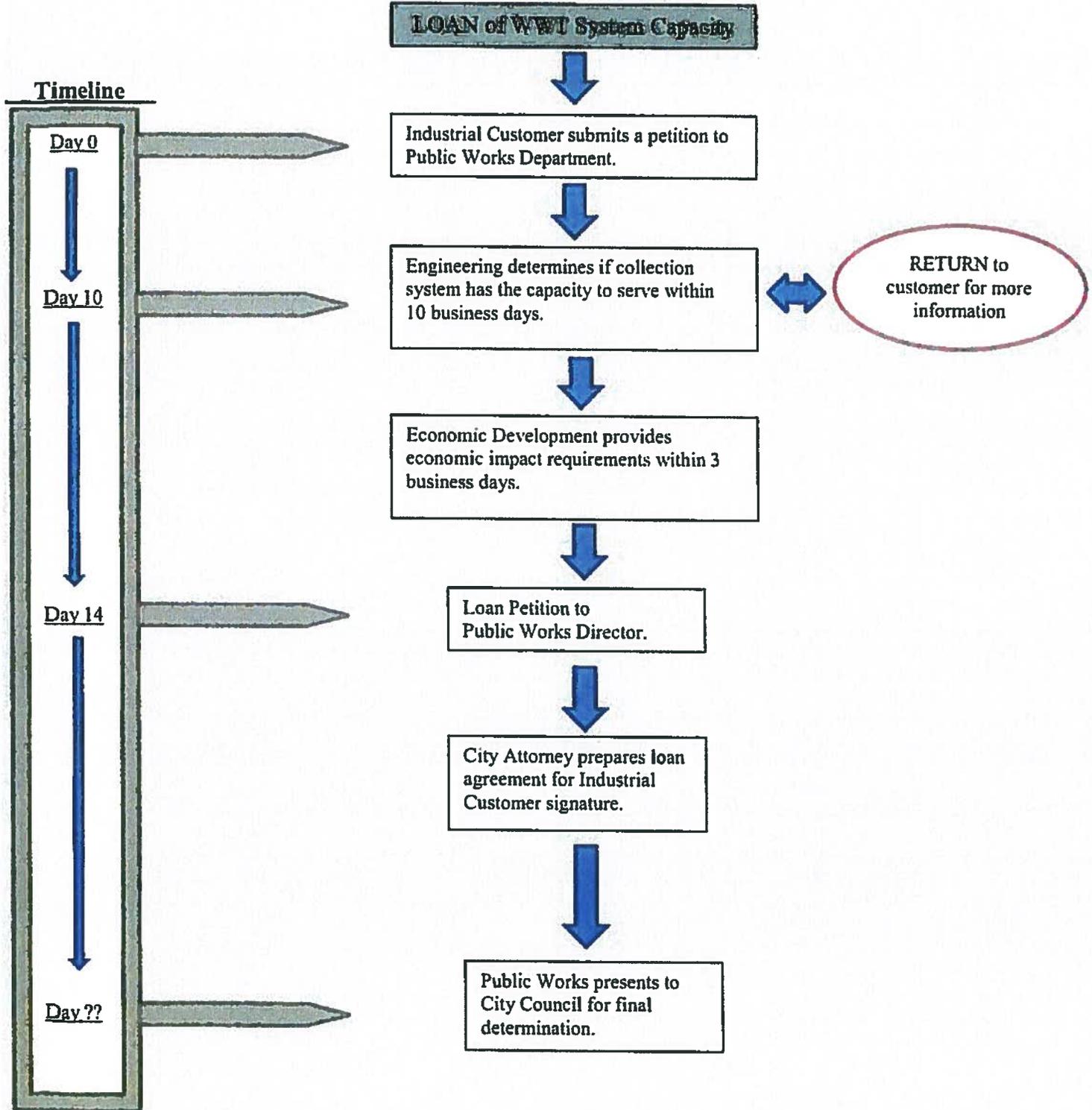
\_\_\_\_\_  
\_\_\_\_\_)  
\_\_\_\_\_)

(For community property, both husband and wife must sign the petition)

**RECEIVED**  
OCT 15 2015  
NAMPA & MERIDIAN  
IRRIGATION DISTRICT  
3

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# Incentive Petition Process



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## **Request Payment Due Date Extension for Simplot Company Capacity Optimization Fee**

- In October 2014, the wastewater Capacity Optimization Fee went into effect for industrial customers. This annual fee was created to incentivize industrial customers to utilize their permitted wastewater capacity. The fee is based on the amount of permitted wastewater capacity that the customer did not use over the previous fiscal year.
- In October 2015, Seven industrial customers were assessed the Capacity Optimization Fee (Attachment A). Public Works Staff contacted these industrial customers to answer any questions about the fee.
- Simplot Company and Public Works met to discuss the Capacity Optimization Fee and alternatives for Simplot Company to reduce or eliminate the fee. Simplot Company expressed interest in offsetting the fee by selling their permitted wastewater capacity.
- Public Works Staff and the Simplot Company are working together to develop a Capacity Exchange Agreement that is amenable to both parties. It would include Simplot Company transferring a portion of permitted capacity to the City for the waiver of their Capacity Optimization Fee. The City would sell the capacity to the public and pay Simplot Company the profits. A draft agreement is anticipated in January 2016.
- While an agreement is being developed, Simplot Company asks that their 2015 Capacity Optimization Fee payment due date be extended to April 18, 2016.

**REQUEST:** Approve the new payment due date of April 18, 2016 for Simplot Company's Capacity Optimization Fee.

**Capacity Optimization Fee - FY15 Billing Information**

Industry Name	Amount Billed	Payment Choice	Balance
Admiral Beverage	\$ 19,914.00	Installment \$1,659.50/per month	\$ 16,595.00
Great American Appetizers	\$ 13,681.00	Lump Sum	\$ -
ON Semiconductor	\$ 53,215.00	Lump Sum	\$ 53,215.00
Packaging Corporation of America	\$ 8,262.00	Lump Sum	\$ -
Porta Pros	\$ 1,150.00	Installment \$95.83/per month	\$ 958.34
Simplot Meat	\$ 160,319.00		\$ 160,319.00
Simplot Potato	\$ 26,930.00		\$ 26,930.00
The Amaglamated Sugar Company (TASCO)	\$ 11,424.00	Lump Sum	\$ -

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# City of Nampa

OFFICE OF THE CITY TREASURER

Utility Billing Building 401 3<sup>rd</sup> Street South Nampa, Id 83651

OFFICE (208) 468-5745

FAX (208) 468-5730

## MEMORANDUM

Date: January 15, 2016  
To: Board of Appraisers  
Fr: Deborah Spille, City Treasurer *DS*  
Re: Request to purge parcels from Nampa Municipal Irrigation Roll

### Proposal

Request Board of Appraisers to authorize Utility Billing to purge parcels from the Nampa Municipal Irrigation Roll that have a Canyon County Total Assessed Value of \$0.

### Background

Currently the Nampa Municipal Irrigation Roll includes eight parcels that have an assessed value of \$0. These parcels do not receive Nampa Municipal Irrigation PI service and the owner of record is Canyon County. Generally, these parcels are adjacent to a canal/waterway, small undeveloped areas or ROW.

### Recommendation

Authorize Utility Billing to purge these eight properties and subsequent properties with a Canyon County Total Assessed Value of \$0 from the Nampa Municipal Irrigation Roll.

generated on 1/14/2016 7:04:09 PM EST

# Parcel

**Parcel Number** 32402010B0 **Site Address** 0 E GREENHURST RD NA ID, NA **Current Total Assessed Value** \$0

2068.37 Sq ft

**Owner Name** CANYON COUNTY  
**Mailing Address** 1115 ALBANY ST  
 CALDWELL ID 83605  
**Transfer Date**  
**Document #**  
**Deed Book/Page**

**Location / Description**

**Tax District** 002-00 **Section & Plat**  
**Canyon County** 001, **Routing #**  
**Parcel Address** 0 E GREENHURST RD NA ID, NA **Legal Desc.** 36-3N-2W SW TX 97536 IN NESW  
**Deeded Acreage** .0500

**Parcel Type**

**Topography**

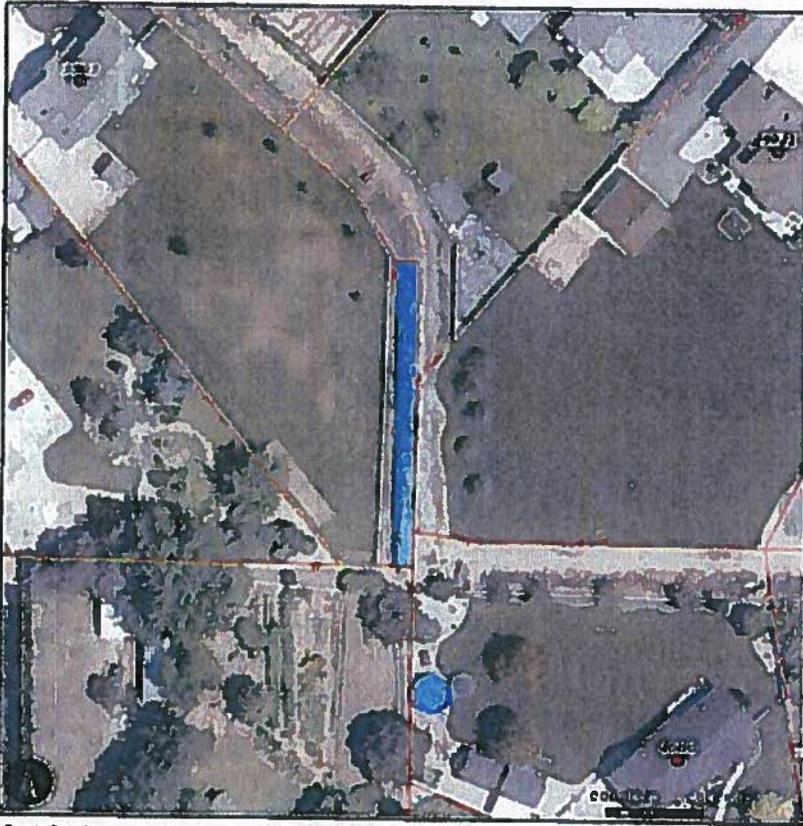
**Services**

<b>Property Class Code</b> 681 Exempt property	<b>Level Ground</b> N	<b>Water</b>	
<b>Neighborhood Code</b> 100	<b>High</b> N	<b>Sewer</b>	
<b>Neighborhood Factor</b> .00	<b>Low</b> N	<b>Natural Gas</b>	
<b>Street / Road Code</b> A	<b>Rolling</b> N	<b>Electricity</b>	N
	<b>Swampy</b> N	<b>Sidewalk</b>	
		<b>Alley</b>	N

**Assessment Information**

<b>Current Land Value</b>	\$0 Residential Land	<b>Adjustment Factor</b>	0.00
<b>Current Imp. Value</b>	\$0 Residential Imp.	<b>Average Value / Acre</b>	\$0
<b>Current Total Assessed Value</b>	\$0 Residential Total	<b>Appraisal Date</b>	7/21/2011
<b>Commercial Land</b>	\$0 Non-Res Land	<b>Reason For Change</b>	01
<b>Commercial Imp.</b>	\$0 Non-Res Imp.	<b>Prior Land Value</b>	\$0
<b>Commercial Total</b>	\$0 Non-Res Total	<b>Prior Imp. Value</b>	\$0
<b>Dwelling Value</b>	\$0 Classified Land Value		
<b>Farmland Value</b>	\$0 Homesite Value		

# Map



- County Parcels
  - County Parcels
  - County Parcels
  - County Parcels
  - Address Points
  - Active
  - Held
  - Proposed
  - Retired
  - Other
- County Parcels
  - Centerline\_Sk\_in
  - Road
  - Trail
  - Lakes\_1Sk\_to\_o
  - Lake
  - Lake Ext
  - Refuge
  - Island
  - River
- Imagery 2015
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3

R3240201080 (1)

County Parcels (1)

OBJECTID	DXF_LAYER	DXF_TEXT	ACCOUNT	PIN	MinRights	ACRES	GUID_TXT	Acct	AIN	Instrument	SiteAddress	SiteNum	SiteNumSfx	Predir	SiteStreet	StreetType	Postdir	SiteSu
25496	PARCEL	R3240201080	R3240201080	3240201080	null	0.047	{53C6DE39-6271-43DF-8D39-FB4ECFA8AE17}	R3240201080	000000365250	200317915	10 E GREENHURST RD		null	E	GREENHURST RD		null	null

Canyon County, Idaho

generated on 1/14/2016 6:50:22 PM EST

Parcel

Parcel Number 12871010 0 Site Address 0 4TH AVE N NA ID, NA Current Total Assessed Value \$0

Owner Information

1623.90 Sq. Ft.

Owner Name CANYON COUNTY  
 Mailing Address 1115 ALBANY ST  
 CALDWELL ID 83605

Transfer Date  
 Document #  
 Deed Book/Page

Location / Description

Tax District 002-00 Section & Plat  
 Canyon County 001, Routing #  
 Parcel Address 0 4TH AVE N NA ID, NA Legal Desc. 22-3N-2W NW NAMPA CITY ACRES 3 LT 30 LS TX  
 Deeded Acreage .0400 2 & TX 97857 BLK 9 PRIVATE RD 25' X 65'

Parcel Type

Topography

Services

Property Class Code	681 Exempt property	Level Ground	N	Water	
Neighborhood Code	100	High	N	Sewer	
Neighborhood Factor	.00	Low	N	Natural Gas	
Street / Road Code	A	Rolling	N	Electricity	N
		Swampy	N	Sidewalk	
				Alley	N

Assessment Information

Current Land Value	\$0 Residential Land	\$0 Adjustment Factor	0.00
Current Imp. Value	\$0 Residential Imp.	\$0 Average Value / Acre	\$0
Current Total Assessed Value	\$0 Residential Total	\$0 Appraisal Date	9/26/2013
Commercial Land	\$0 Non-Res Land	\$0 Reason For Change	01
Commercial Imp.	\$0 Non-Res Imp.	\$0 Prior Land Value	\$0
Commercial Total	\$0 Non-Res Total	\$0 Prior Imp. Value	\$0
Dwelling Value	\$0 Classified Land Value	\$0	
Farmland Value	\$0 Homesite Value	\$0	



# Canyon County, Idaho

generated on 1/14/2016 6:44:38 PM EST

## Parcel

**Parcel Number**  
12840000 0

**Site Address**  
0 2ND ST N NA ID, NA

**Current Total Assessed Value**  
\$0

### Owner Information

407.99 SJA

**Owner Name**  
**Mailing Address**

CANYON COUNTY  
1115 ALBANY ST  
CALDWELL ID 83605

**Transfer Date**  
**Document #**  
**Deed Book/Page**

### Location / Description

<b>Tax District</b>	002-00	<b>Section &amp; Plat</b>	
<b>Canyon County</b>	001,	<b>Routing #</b>	
<b>Parcel Address</b>	0 2ND ST N NA ID, NA	<b>Legal Desc.</b>	22-3N-2W NW NAMPA CITY ACRES 3 NW 5' OF LT 30 LS TX 6 BLK 7
<b>Deeded Acreage</b>	.0100		

### Parcel Type

### Topography

### Services

<b>Property Class Code</b>	681 Exempt property	<b>Level Ground</b>	N	<b>Water</b>	
<b>Neighborhood Code</b>	100	<b>High</b>	N	<b>Sewer</b>	
<b>Neighborhood Factor</b>	.00	<b>Low</b>	N	<b>Natural Gas</b>	
<b>Street / Road Code</b>	A	<b>Rolling</b>	N	<b>Electricity</b>	N
		<b>Swampy</b>	N	<b>Sidewalk</b>	
				<b>Alley</b>	N

### Assessment Information

<b>Current Land Value</b>	\$0 Residential Land	<b>Adjustment Factor</b>	0.00
<b>Current Imp. Value</b>	\$0 Residential Imp.	<b>Average Value / Acre</b>	\$0
<b>Current Total Assessed Value</b>	\$0 Residential Total	<b>Appraisal Date</b>	9/24/2013
<b>Commercial Land</b>	\$0 Non-Res Land	<b>Reason For Change</b>	01
<b>Commercial Imp.</b>	\$0 Non-Res Imp.	<b>Prior Land Value</b>	\$0
<b>Commercial Total</b>	\$0 Non-Res Total	<b>Prior Imp. Value</b>	\$0
<b>Dwelling Value</b>	\$0 Classified Land Value		
<b>Farmland Value</b>	\$0 Homesite Value		

# Map



- County Parcels
- County Parcels
- Address Points
  - Active
  - Hold
  - Proposed
  - Retired
  - Other
- County Parcels
  - Centerline\_Sk\_In
  - Road
  - Trail
  - Lakes\_15k\_to\_o
    - Lake
    - Lake Ext
    - Refuge
    - Island
    - River
- Imagery 2015
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3

R1284000000 (1)

County Parcels (1)

OBJECTID	DXF_LAYER	DXF_TEXT	ACCOUNT	PIN	MinRights	ACRES	GUID_TXT	Acct	AZN	Instrument	SiteAddress	SiteNum	SiteNumSfx	Prodir	SiteStreet	StreetType	Postdir	SiteSuite	Site
52375	PARCEL	R12840	R1284000000	12840000	0	0.009	{AC6F5A9D-96C9-4F1F-8070-DDAF90A4C0A3}	R1284000000	N59800070308	9205806	0 2ND ST N 0	0	0	0	2ND	ST	N	0	NA

# Canyon County, Idaho

generated on 1/14/2016 6:41:45 PM EST

## Parcel

<b>Parcel Number</b> 12343000 0	<b>Site Address</b> N ADAMS ST, NAMPA	<b>Current Total Assessed Value</b> \$0
------------------------------------	--	--

<b>Owner Name</b>	<b>Owner Information</b>
<b>Mailing Address</b>	CANYON COUNTY
<b>Transfer Date</b>	1115 ALBANY ST
<b>Document #</b>	CALDWELL ID 83605
<b>Deed Book/Page</b>	

606.43 Sq. Ft

<b>Tax District</b>	002-00	<b>Section &amp; Plat</b>	
<b>Canyon County</b>	001,	<b>Routing #</b>	
<b>Parcel Address</b>	N ADAMS ST, NAMPA	<b>Legal Desc.</b>	21-3N-2W SW MIDLAND MANOR SUB S 5' OF LT 7 LESS TX 1 BLK 3 5' STRIP ON ADAMS LN
<b>Deeded Acreage</b>	.0100		

Parcel Type	Topography	Services
<b>Property Class Code</b> 681 Exempt property	<b>Level Ground</b> N	<b>Water</b>
<b>Neighborhood Code</b> 100	<b>High</b> N	<b>Sewer</b>
<b>Neighborhood Factor</b> .00	<b>Low</b> N	<b>Natural Gas</b>
<b>Street / Road Code</b> A	<b>Rolling</b> N	<b>Electricity</b> N
	<b>Swampy</b> N	<b>Sidewalk</b>
		<b>Alley</b> N

<b>Assessment Information</b>			
<b>Current Land Value</b>	\$0 Residential Land	<b>Adjustment Factor</b>	0.00
<b>Current Imp. Value</b>	\$0 Residential Imp.	<b>Average Value / Acre</b>	\$0
<b>Current Total Assessed Value</b>	\$0 Residential Total	<b>Appraisal Date</b>	8/7/2014
<b>Commercial Land</b>	\$0 Non-Res Land	<b>Reason For Change</b>	01
<b>Commercial Imp.</b>	\$0 Non-Res Imp.	<b>Prior Land Value</b>	\$0
<b>Commercial Total</b>	\$0 Non-Res Total	<b>Prior Imp. Value</b>	\$0
<b>Dwelling Value</b>	\$0 Classified Land Value		
<b>Farmland Value</b>	\$0 Homesite Value		

# Map



- County Parcels**
- Address Points**
  - Active
  - Hold
  - Proposed
  - Retired
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- County Parcels**
  - Centerline\_Sk\_in
  - Road
  - Trail
  - Lakes\_1Sk\_to\_o
  - Lake
  - Lake Ext
  - Refuge
  - Island
  - river
- Imagery 2015**
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3

R1234300000 (1)

County Parcels (1)																			
OBJECTID	DXF_LAYER	DXF_TEXT	ACCOUNT	PIN	MinRights	ACRES'	GUID_TXT	Acct	AIN	Instrument	SiteAddress	SiteNum	SiteNumSfx	PreDir	SiteStreet	StreetType	PostDir	SiteSuite	SiteLat
77600	PARCEL	R12343	R1234300000	1234300000	null	0.013	{261DF95E-F2DE-4988-BE14-4D0395EE72A9}	R1234300000	N57200030078	null	0 N ADAMS ST	0	null	N	ADAMS ST		null	null	NA

# Canyon County, Idaho

generated on 10/20/2015 9:19:03 AM EST

## Parcel

<b>Parcel Number</b> 11548000 0	<b>Site Address</b> S GARLAND ST, NAMPA	<b>Current Total Assessed Value</b> \$0
------------------------------------	--	--

**Owner Information**

<b>Owner Name</b>	CANYON COUNTY
<b>Mailing Address</b>	1115 ALBANY ST CALDWELL ID 83605
<b>Transfer Date</b>	
<b>Document #</b>	
<b>Deed Book/Page</b>	

6278.13 *Soft*

**Location / Description**

<b>Tax District</b>	002-00	<b>Section &amp; Plat</b>	
<b>Canyon County</b>	001,	<b>Routing #</b>	
<b>Parcel Address</b>	S GARLAND ST, NAMPA	<b>Legal Desc.</b>	34-3N-2W NE KURTZ ADD BLK 134 SO OF DR & 1/2 ADJ VAC ST. ON S. BANK OF DITCHES
<b>Deeded Acreage</b>	.1400		

**Parcel Type**

**Topography**

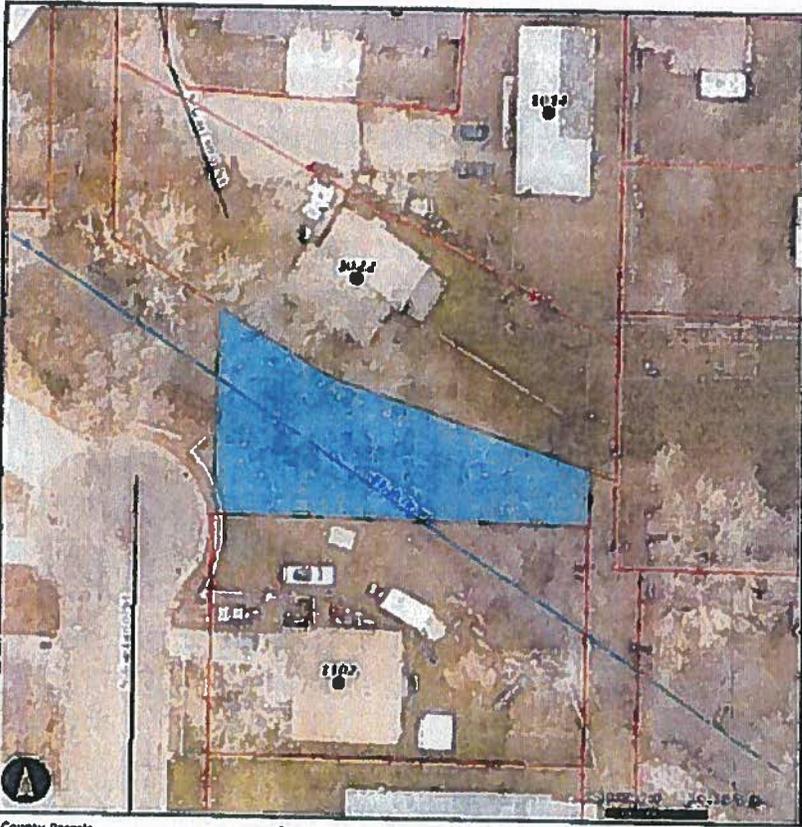
**Services**

<b>Property Class Code</b>	681 Exempt property	<b>Level Ground</b>	N	<b>Water</b>	
<b>Neighborhood Code</b>	100	<b>High</b>	N	<b>Sewer</b>	
<b>Neighborhood Factor</b>	.00	<b>Low</b>	N	<b>Natural Gas</b>	
<b>Street / Road Code</b>	A	<b>Rolling</b>	N	<b>Electricity</b>	N
		<b>Swampy</b>	N	<b>Sidewalk</b>	
				<b>Alley</b>	N

**Assessment Information**

<b>Current Land Value</b>	\$0 Residential Land	<b>Adjustment Factor</b>	0.00
<b>Current Imp. Value</b>	\$0 Residential Imp.	<b>Average Value / Acre</b>	\$0
<b>Current Total Assessed Value</b>	\$0 Residential Total	<b>Appraisal Date</b>	9/15/2014
<b>Commercial Land</b>	\$0 Non-Res Land	<b>Reason For Change</b>	01
<b>Commercial Imp.</b>	\$0 Non-Res Imp.	<b>Prior Land Value</b>	\$0
<b>Commercial Total</b>	\$0 Non-Res Total	<b>Prior Imp. Value</b>	\$0
<b>Dwelling Value</b>	\$0 Classified Land Value		
<b>Farmland Value</b>	\$0 Homesite Value		

# Map



- County Parcels
- Address Points
  - Active
  - Hold
  - Proposed
  - Retired
  - Other
- County Parcels
  - Centerline\_Sk\_in
  - Road
  - Trell
  - Lakes\_15k\_to\_o
    - Lake
    - Lake Ext
    - Refuge
    - Island
    - river
- Imagery 2011
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3

r115480000 (1)

County Parcels (1)

OBJECTID	DXF_LAYER	DXF_TEXT	ACCOUNT	PIN	Mir/rights	ACRES	GUID_TXT	Acct	AIN	Instrument	SiteAddress	SiteNum	SiteNumSt	PreDir	SiteStreet	StreetType	PostDir	SiteSuite	SiteC
55206	PARCEL	R11548	R1154800000	115480000	null	0.144	{06DF091F-EF17-4FBD-AF92-0FF9431A AFC4}	R115480000,MS0751340000	null		0 S GARLAND ST	0	null	\$	GARLAND ST	null	null	null	NA

# Canyon County, Idaho

generated on 10/20/2015 9:38:08 AM EST

## Parcel

<b>Parcel Number</b> 11543000 0	<b>Site Address</b> S GARLAND ST, NAMPA	<b>Current Total Assessed Value</b> \$0
------------------------------------	--	--

		<b>Owner Information</b>
<b>Owner Name</b>	CANYON COUNTY	
<b>Mailing Address</b>	1115 ALBANY ST CALDWELL ID 83605	
<b>Transfer Date</b>		
<b>Document #</b>		
<b>Deed Book/Page</b>		

2245.02 *Sgt*

		<b>Location / Description</b>	
<b>Tax District</b>	002-00	<b>Section &amp; Plat</b>	
<b>Canyon County</b>	001,	<b>Routing #</b>	
<b>Parcel Address</b>	S GARLAND ST, NAMPA	<b>Legal Desc.</b>	34-3N-2W NW KURTZ ADD LOT 9-S & W OF ELIJAH DR BLK 133 60 X 20 TRIANGLE & BK OF DITCHES
<b>Deeded Acreage</b>	.0900		

<b>Parcel Type</b>		<b>Topography</b>		<b>Services</b>	
<b>Property Class Code</b>	681 Exempt property	<b>Level Ground</b>	N	<b>Water</b>	
<b>Neighborhood Code</b>	100	<b>High</b>	N	<b>Sewer</b>	
<b>Neighborhood Factor</b>	.00	<b>Low</b>	N	<b>Natural Gas</b>	
<b>Street / Road Code</b>	A	<b>Rolling</b>	N	<b>Electricity</b>	N
		<b>Swampy</b>	N	<b>Sidewalk</b>	
				<b>Alley</b>	N

<b>Assessment Information</b>			
<b>Current Land Value</b>	\$0	<b>Residential Land</b>	\$0
<b>Current Imp. Value</b>	\$0	<b>Residential Imp.</b>	\$0
<b>Current Total Assessed Value</b>	\$0	<b>Residential Total</b>	\$0
<b>Commercial Land</b>	\$0	<b>Non-Res Land</b>	\$0
<b>Commercial Imp.</b>	\$0	<b>Non-Res Imp.</b>	\$0
<b>Commercial Total</b>	\$0	<b>Non-Res Total</b>	\$0
<b>Dwelling Value</b>	\$0	<b>Classified Land Value</b>	\$0
<b>Farmland Value</b>	\$0	<b>Homesite Value</b>	\$0
		<b>Adjustment Factor</b>	0.00
		<b>Average Value / Acre</b>	\$0
		<b>Appraisal Date</b>	9/15/2014
		<b>Reason For Change</b>	01
		<b>Prior Land Value</b>	\$0
		<b>Prior Imp. Value</b>	\$0

# Map



- County Parcels
- Address Points
  - Active
  - Hold
  - Proposed
  - Retired
  - Other
- County Parcels
  - Centerline\_Sk\_In
  - Road
  - Trail
  - Lakes\_1Sk\_to\_0
    - Lake
    - Lake Ext
    - Refuge
    - Island
    - Diver
- Imagery 2011
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3

R115430000 (1)

County Parcels (1)

OBJECTID	DXF_LAYER	DXF_TEXT	ACCOUNT	PIN	MinRights	ACRES	GUID_TXT	Acct	AIN	Instrument	SiteAddress	SiteNum	SiteNumSfx	Predir	SiteStreet	StreetType	Postdir	SiteSuite	SiteC
27232	PARCEL	R11543	R115430000	115430000	(null)	0.051	{96FBA704-4CC2-468E-AAE8-E758FEF563BA}	R115430000	N5075133009A	(null)	0 S GARLAND ST	0	(null)	S	GARLAND ST		(null)	(null)	NA

# Canyon County, Idaho

generated on 10/20/2015 9:44:50 AM EST

## Parcel

**Parcel Number** 12393000 0      **Site Address** W WASHINGTON AVE, NA      **Current Total Assessed Value** \$0

**Owner Information** 3729.20    So A  
**Owner Name** CANYON COUNTY  
**Mailing Address** 1115 ALBANY ST  
 CALDWELL ID 83605  
**Transfer Date**  
**Document #**  
**Deed Book/Page**

**Location / Description**  
**Tax District** 002-00      **Section & Plat**  
**Canyon County** 001,      **Routing #**  
**Parcel Address** W WASHINGTON AVE, NA      **Legal Desc.** 28-3N-2W SE MOADS ADD LOT 9 S AND W OF ELIJAH DR BLK 8 RECTANGULAR BARE LAND  
**Deeded Acreage** .0500

Parcel Type		Topography		Services	
<b>Property Class Code</b>	681 Exempt property	<b>Level Ground</b>	N	<b>Water</b>	
<b>Neighborhood Code</b>	100	<b>High</b>	N	<b>Sewer</b>	
<b>Neighborhood Factor</b>	.00	<b>Low</b>	N	<b>Natural Gas</b>	
<b>Street / Road Code</b>	A	<b>Rolling</b>	N	<b>Electricity</b>	N
		<b>Swampy</b>	N	<b>Sidewalk</b>	
				<b>Alley</b>	N

**Assessment Information**

<b>Current Land Value</b>	\$0 Residential Land	<b>\$0 Adjustment Factor</b>	0.00
<b>Current Imp. Value</b>	\$0 Residential Imp.	<b>\$0 Average Value / Acre</b>	\$0
<b>Current Total Assessed Value</b>	\$0 Residential Total	<b>\$0 Appraisal Date</b>	8/7/2012
<b>Commercial Land</b>	\$0 Non-Res Land	<b>\$0 Reason For Change</b>	01
<b>Commercial Imp.</b>	\$0 Non-Res Imp.	<b>\$0 Prior Land Value</b>	\$0
<b>Commercial Total</b>	\$0 Non-Res Total	<b>\$0 Prior Imp. Value</b>	\$0
<b>Dwelling Value</b>	\$0 Classified Land Value		\$0
<b>Farmland Value</b>	\$0 Homesite Value		\$0

# Map



- County Parcels
- Address Points
  - Active
  - Hold
  - Proposed
  - Retired
  - Other
- County Parcels
  - Centerline\_5k\_in
  - Road
  - Trail
  - Lakes\_15k\_to\_o
  - Lake
  - Lake Ext
  - Refuge
  - Island
  - river
- Imagery 2011
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3

R123930000 (1)

County Parcels (1)

OBJECTID	DXF_LAYER	DXF_TEXT	ACCOUNT	PIN	MinRights	ACRES	GUID_TXT	Acct	AIN	Instrument	SiteAddress	SiteNum	SiteNumSfr	Pradir	SiteStreet	StreetType	Postdir	SiteSuite
65444	PARCEL	R12393	R1239300000	12393000	0	0.085	{78D502EC-3A7D-499B-87CA-9D97DA71F60A}	R1239300000	N5770008009A	null	10 W WASHINGTON AVE		null	W	WASHINGTON AVE		null	null

# Canyon County, Idaho

generated on 1/14/2016 7:12:55 PM EST

## Parcel

**Parcel Number** 08688000 0 **Site Address** 0 2ND ST N NA ID, NA **Current Total Assessed Value** \$0

6993.38 sq ft

**Owner Information**  
**Owner Name** CANYON COUNTY  
**Mailing Address** 1115 ALBANY ST  
 CALDWELL ID 83605  
**Transfer Date**  
**Document #**  
**Deed Book/Page**

### Location / Description

**Tax District** 002-00 **Section & Plat**  
**Canyon County** 001, **Routing #**  
**Parcel Address** 0 2ND ST N NA ID, NA **Legal Desc.** 22-3N-2W NE GRIFFITH KINGS LT 3 BLK 91-  
**Deeded Acreage** .1600 **INDIAN CREEK**

### Parcel Type

### Topography

### Services

<b>Property Class Code</b> 681 Exempt property	<b>Level Ground</b> N	<b>Water</b>	
<b>Neighborhood Code</b> 100	<b>High</b> N	<b>Sewer</b>	
<b>Neighborhood Factor</b> .00	<b>Low</b> N	<b>Natural Gas</b>	
<b>Street / Road Code</b> A	<b>Rolling</b> N	<b>Electricity</b>	N
	<b>Swampy</b> N	<b>Sidewalk</b>	
		<b>Alley</b>	N

### Assessment Information

<b>Current Land Value</b>	\$0 Residential Land	<b>Adjustment Factor</b>	0.00
<b>Current Imp. Value</b>	\$0 Residential Imp.	<b>Average Value / Acre</b>	\$0
<b>Current Total Assessed Value</b>	\$0 Residential Total	<b>Appraisal Date</b>	12/4/2014
<b>Commercial Land</b>	\$0 Non-Res Land	<b>Reason For Change</b>	01
<b>Commercial Imp.</b>	\$0 Non-Res Imp.	<b>Prior Land Value</b>	\$0
<b>Commercial Total</b>	\$0 Non-Res Total	<b>Prior Imp. Value</b>	\$0
<b>Dwelling Value</b>	\$0 Classified Land Value		
<b>Farmland Value</b>	\$0 Homesite Value		

# Map



- County Parcels
  - County Parcels
- Address Points
  - Active
  - Hold
  - Proposed
  - Retired
  - Other
  - County Parcels
  - Centerline\_Sk\_In
  - Road
  - Trail
- Lake\_15k\_to\_0
  - Lake
  - Lake Ext
  - Refuge
  - Island
  - Island
  - Imagery 2015
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3

R086880000 (1)

County Parcels (1)

OBJECTID	DXF_LAYER	DXF_TEXT	ACCOUNT	PIN	MinRights	ACRES	GUID_TXT	Acct	AIN	Instrument	SiteAddress	SiteNum	SiteNumSfx	Prodir	SiteStreet	StreetType	Postdir	SiteSuite	Site
93966	PARCEL	R08688	R086880000	08688000	null	0.16	{AC2C94C3-ADAF-409C-888B-B34C86E72D12}	R086880000	N32800910030	null	0 2ND ST N10	100	null	null	2ND	ST	N	null	NA

**PAGE BREAK**



# City of Nampa

Attachment F

**OFFICE OF THE CITY TREASURER**

Utility Billing Building 401 3<sup>rd</sup> Street South Nampa, Id 83651

**OFFICE (208) 468-5745**

**FAX (208) 468-5730**

## MEMORANDUM

**Date:** January 15, 2016  
**To:** Board of Appraisers  
**Fr:** Deborah Spille, City Treasurer *DS*  
**Re:** Update on GIS/Utility Billing Irrigation Reconciliation

GIS, IT and Utility Billing have been working closely together to ensure the irrigation customer database is true and accurate. The environment is dynamic; parcels are sold, split, joined, or changes in addresses occur on a regular basis. Systems and procedures have been put in place that identify and update changes in order to keep billing errors to a minimum. These systems and procedures are possible due to the conversion of the Legacy Irrigation Database to Springbrook Software. We perform a bi-weekly parcel review and reconciliation of irrigation accounts to GIS data points.

As a result of the reconciliation efforts, accounts have been corrected. Six customers that have paid overbilled assessments will be refunded up to two years. Underbilled accounts will not be backbilled. These practices are consistent with previously authorized account reconciliation parameters recommended and approved by the Board of Appraisers and Nampa City Council. Going forward, the Rebilling Policy will be applied.

CITY OF NAMPA  
REGULAR COUNCIL  
FEBRUARY 16, 2016  
**STAFF REPORT BY PUBLIC WORKS DEPARTMENT**  
MICHAEL FUSS, P.E., PUBLIC WORKS DIRECTOR

**Wastewater Program Phase I Upgrades Project Group A Construction Update**

City Council has requested updates on the progress of the Phase I Upgrades Project Group A at the City's Wastewater Treatment Plant (WWTP). Staff and the Wastewater Program Management Team (WPMT) have been diligently tracking this project since construction started in early June. Future updates will be provided during the first City Council meeting of the month in April, June, August, October, and December through the completion of the Phase I Upgrades.

*Project Status*

Since issuance of Notice to Proceed there has been considerable progress on Project Group A:

- Notice to Proceed issued June 2, 2015
- The Contract Time Completed is currently at 28%
- The Contract Work Completed is currently at 22%

Key activities and milestones achieved since the update to City Council on December 7, 2015, include:

- Completed concrete work for the walls and lid of the Primary Effluent Pump Station. Figure 1, below, shows the completed walls prior to the placement of the lid
- Conducted a successful water tightness test on the Primary Effluent Pump Station. Completing this test allows for the Contractor to backfill around the structure and install the mechanical equipment
- Completed installation of new electrical duct bank near the administration building. This duct bank will provide electrical services to the new pump station
- Submitted 337 submittals since the Beginning of Project: Technical submittals, as well as information required for compliance to the City's State Revolving Fund (SRF) Loan with the Idaho Department of Environmental Quality (IDEQ), have been received. Staff and the WPMT strive to respond to submittals as quickly as possible. Average response time is currently 18 days

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

- Completion of Primary Effluent Pump Station Structure. The majority of the structure has been completed and the Contractor is working to backfill around the structure
- Installation of the mechanical equipment for the Primary Effluent Pump Station. This will include the installation of the three large pumps used to convey flow through the pump station
- Construction of the Primary Effluent Pump Station Electrical Building

Figures 1 and 2 show progression of work at the WWTP site:

**Figure 1 – Concrete Forms and Rebar Installation for the Primary Effluent Pump Station**



**Figure 2 – Backfilling for Primary Effluent Pump Station**



*Financial Report*

The following table shows current financials for Phase I Upgrades Project Group A. Of note, Staff and the WPMT elected to proceed with a change order to improve the function of the WWTP's non-potable water system since the last update to the City Council. This additional work will extend the non-potable water system to improve the capacity of the overall system. This work will primarily be completed in the excavation already planned for the Project, which contributed to the decision to execute this project change at this time. The cost for this specific change order was \$60,304.

	Original Budget	Current Budget	Change Order Rate	Spent	Percent Spent
<b>Project Group A – Ewing</b>	\$12,494,000	\$12,596,363	0.82%	\$2,744,472	21.78%
<b>Phase I Upgrades Contingency</b>	\$1,500,000	\$1,397,637	N/A	N/A	N/A
<b>TOTAL</b>	\$13,994,000	\$13,994,000	N/A	\$2,744,472	19.61%

**Street Division Snow Removal Update**

Street Division staff continues their effort in maintaining City streets. Crews have been plowing, applying sand, and Magnesium Chloride (MgCl<sub>2</sub>) when temperatures allow. If temperatures are below .25°F the MgCl<sub>2</sub> will refreeze and cause more issues. The following highlights man hours and material used through February 4, 2016:

*Snow/Water Event No. 5*

*Report for February 3-4, 2016*

Task and/or Material	Hours	Gallons	Yards
Overtime	7.5		
Regular Hours	48.75		
<b>Total Hours</b>	<b>56.25</b>		
Water Issues			
MgCl <sub>2</sub>		3,240	
Sand			120

**Fiscal Year 2016 TOTALS**

**November 23, 2015 – February 4, 2016**

Task and/or Material	Hours	Gallons	Yards
Overtime	183.70		
Regular Hours	191.25		
<b>Total Hours</b>	<b>374.95</b>		
Water Issues		18,000	
MgCl <sub>2</sub>		25,125	
Sand			547.50

**RESOLUTION NO. \_\_\_\_\_**

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

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

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

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

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

**WHEREAS, outside City rates were represented in all public information and in the public hearing as two (2) times the inside City rates; and,**

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

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

**Section 1. The City of Nampa, Canyon County, Idaho, does hereby implement the domestic water rates for outside City limit services to be two (2) times the rates inside City limits as adopted in Resolution 01-2016, with an effective date of March 1, 2016.**

**PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 16<sup>th</sup> DAY OF FEBRUARY, 2016.**

**APPROVED BY THE MAYOR AND THE CITY OF NAMPA, IDAHO, THIS 16<sup>th</sup> DAY OF FEBRUARY, 2016.**

**Approved:**

\_\_\_\_\_  
**Mayor**

**Attest:**

\_\_\_\_\_  
**City Clerk**

**Nampa Family Justice Center**  
**Office of Violence Against Women (OVW)**  
**Improving Criminal Justice Responses to Domestic Violence**  
**Continuation Grant Application**

**City Council Report**  
**February 16, 2016**

**Grant Opportunity:**

The Improving Criminal Justice Responses Grant Program is designed to encourage partnerships between state and local governments, courts, victim service providers, and coalitions, to ensure that sexual assault, domestic violence, dating violence, and stalking are treated as serious violations of criminal law requiring the coordinated involvement of the entire criminal justice system and community-based victim service organizations.

This grant program is an excellent fit for the Nampa Family Justice Center (NFJC) because of our mission to bring together numerous service providers to efficiently and effectively serve domestic violence victims.

The Nampa Family Justice Center has received three previous grants under this program: \$379,708 in 2009; \$392,085 in 2011; and \$299,992 in 2013. The OVW Criminal Responses Grant (previously called the Arrest Grant Program) has supported some essential victim services at the Nampa Family Justice Center, working collaboratively with our partnering organizations.

**Project Summary:**

We are anticipating submitting a continuation grant application by March 3<sup>rd</sup>. We are eligible to apply for up to \$450,000 to be used over a three year period. There is no match required. We are requesting support for services, including those provided by NFJC partners, to ensure victim safety and offender accountability.

**Requested Action:**

Authorize submission of a grant application to the Office of Violence Against Women, Improving Criminal Justice Responses Grant Program, by the City of Nampa on behalf of the Nampa Family Justice Center and authorize Criselda DeLaCruz and Lynda Clark to submit the grant as the Authorized Organization Representatives for the City of Nampa.

**Nampa Family Justice Center**  
**Office of Violence Against Women (OVW)**  
**Outreach and Services to Underserved Populations**  
**Grant Application**

**City Council Report**  
**February 16, 2016**

**Grant Opportunity:**

The Grants for Outreach and Services to Underserved Populations supports services to underserved populations who are victims of sexual assault, domestic violence, dating violence, and stalking, including victims of abuse in later life. This is the first time a competitive solicitation has been released for this program.

The Nampa Family Justice Center (NFJC) began a Victims in Later Life Program, sometimes called Elder Abuse Program, in 2011 with a \$355,000 grant award from the Office of Violence Against Women, Enhancing Training and Services to End Violence Against and Abuse of Women Later in Life Program. Organizations that received an award under this program are eligible to apply for continuation of program services through the Underserved Populations grant program.

**Project Summary:**

We are anticipating submitting a grant application by March 9<sup>th</sup>. We are eligible to apply for up to \$300,000 to be used over a two year period beginning in October 2016. There is no match or cost sharing requirement. We are requesting support for program coordination, outreach, training, legal services for victims, support groups, case management, and advocacy for victims of abuse ages 50 and older, working with our NFJC partners.

This population of women who have been abused have unique needs. Women who have been abused live in terrible pain, not only suffering from abuse but also mourning profound loss. This is particularly true for women in later life. Older women have an even more difficult time leaving abusive relationships or dealing with exploitation, neglect or other types of abuse. If successful with this grant application, the NFJC would be able to enhance services to provide support to older women who have been abused, neglected and/or exploited.

**Requested Action:**

Authorize submission of a grant application to the Office of Violence Against Women, Outreach and Services to Underserved Populations Program, by the City of Nampa on behalf of the Nampa Family Justice Center and authorize Criselda DeLaCruz and Lynda Clark to submit the grant as the Authorized Organization Representatives for the City of Nampa.

RESOLUTION NO. \_\_\_\_\_

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

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

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

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

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

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

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

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

RESOLVED this 16<sup>th</sup> day of February, 2015.

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. \_\_\_\_\_.

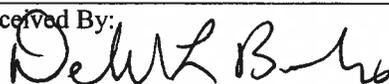
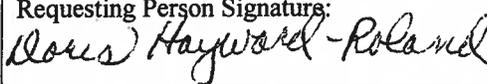
Disposal Method Code	Use Category	Qty.	Description of Item (include VIN # if a vehicle)	Cond. Code	Estimated Value
			2009 Accounts Payable – Clerks		
			2010 Accounts Payable - Clerks		

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: <b>CLERKS</b>		Received By: 
Requesting Person Name (Print): <b>DORIS HAYWARD-ROLAND</b>		Date Received: 02/03/2016
Requesting Person Signature: 	Date 02/03/2016	

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# Planning & Zoning Department

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*Nampa, Idaho... Today's Vision is Tomorrow's Reality*

## Memorandum

To: Nampa City Council  
From: Karla Nelson, Community Planner  
Date: February 10, 2016

Subject: Annexation and Zoning of Enclave Parcels

### Overview

- 1,308 enclave parcels citywide
- 1,240 enclave parcels are less than 5 acres
- 766 enclave parcels are less than 5 acres and in a subdivision
- 474 enclave parcels are less than 5 acres, not in a subdivision
- In 2010 the estimated annual property tax revenue was \$1,059,260 for annexation of all enclave parcels under 5 acres

### Rationale for Annexation

The growth of the City of Nampa has caused many parcels with county jurisdiction to be surrounded by City limits. This situation has created confusion for street, law enforcement, fire and other city/county government agencies. Safety is a significant concern. Emergency calls to 911-dispatch from enclaved properties have the potential of creating jurisdictional confusion which can result in delayed response, or response by an agency without jurisdiction.

People living in enclaved areas enjoy many City services without paying for them. Nampa police patrol around these properties and City crews maintain surrounding public roads. City parks and recreation opportunities are readily available. Annexation of such properties is a way for everyone to contribute to City services and amenities they enjoy. Annexation of enclave parcels also allows for more efficient planning and delivery of services.

### Annexation Process

To allow for the orderly development of cities and the viable provision of municipal services Idaho law allows cities to forcibly annex lands. If Nampa decides to pursue annexation of enclave parcels the Category B annexation process outlined in Idaho State Statute 50-222 will be followed. Category B allows for annexation of parcels less than 5 acres in size in groups containing less than 100 parcels. Detailed annexation plans are required for each grouping with the following information:

- The manner of providing tax-supported municipal services to the lands proposed to be annexed; and
- The changes in taxation and other costs, using examples, which would result if the subject lands were to be annexed; and
- The means of providing fee-supported municipal services, if any, to the lands proposed to be annexed; and
- A brief analysis of the potential effects of annexation upon other units of local government which currently provide tax-supported or fee-supported services to the lands proposed to be annexed; and
- The proposed future land use plan and zoning designation or designations, subject to

# Planning & Zoning Department

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public hearing, for the lands proposed to be annexed

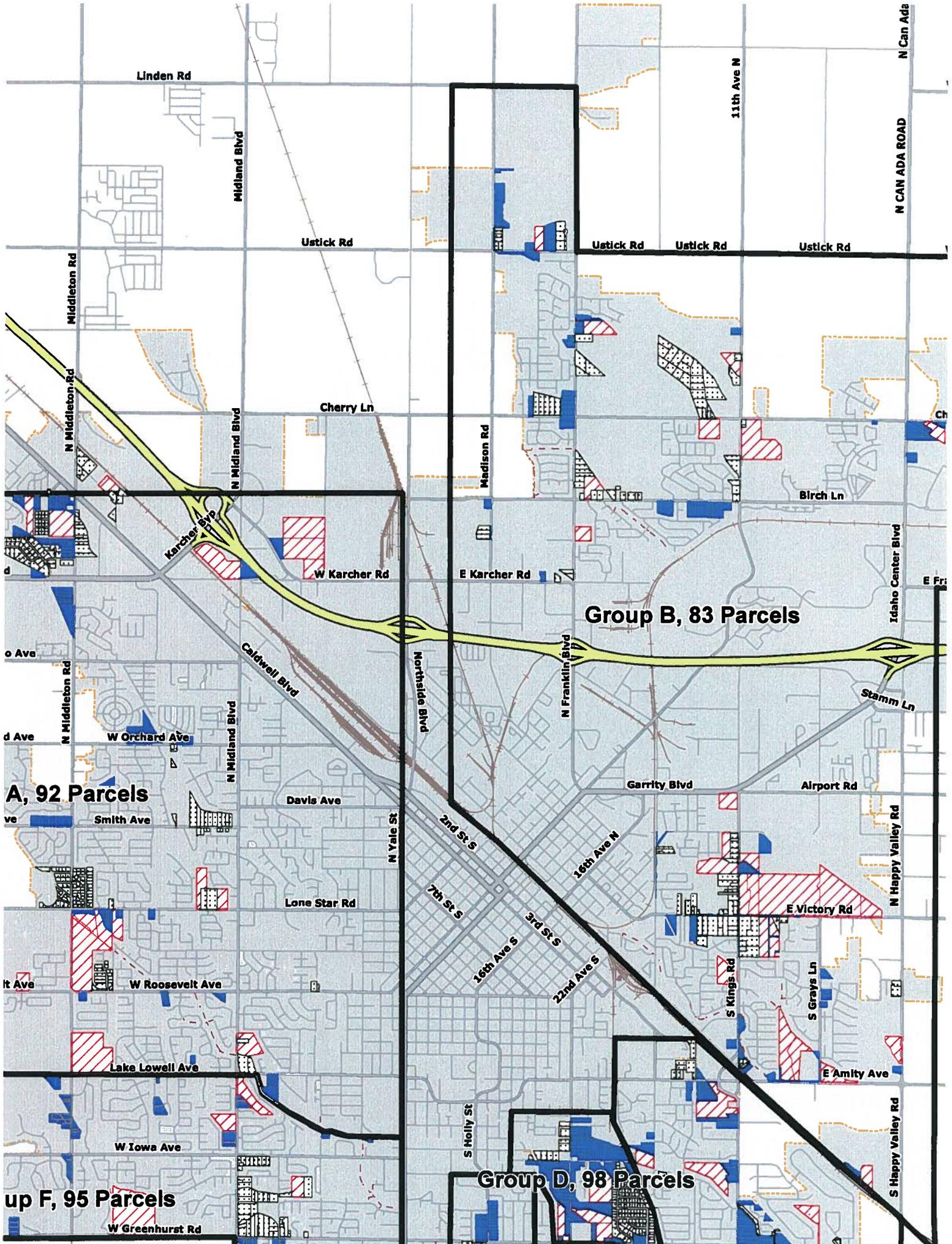
Upon completion of annexation plans public hearings can be scheduled and properly noticed for each annexation group. Public hearings will be scheduled for Planning and Zoning Commission and then for City Council. Notifications of public hearings are placed in the newspaper and are sent to each affected property owner. The notice will include a summary of the annexation plan. Legal descriptions for each parcel will also need to be prepared. If City Council votes to annex the parcels, an annexation and zoning ordinance will be enacted.

## **Approach**

There are many different ways that annexation of enclave parcels could be approached. In 2010 and 2011 the City pursued but eventually withdrew plans to annex parcels less than 5 acres that were in subdivisions. Alternative approaches include parcels under 5 acres that are not in subdivisions or all parcels under 5 acres. Under all scenarios the parcels will need to be in groups of less than 100 parcels.

## **Public Involvement**

Forcibly annexing land is never popular and can create significant political pressure. In addition to the statutorily required process, a more robust public involvement effort will likely be needed. Public open houses could be held for each proposed annexation group. Open houses would provide a venue for city staff to explain the reasons that annexation is being contemplated, describe the services that are already being provided, and detail additional impacts. Broader public education may also be warranted in the form of editorials, social media, and outreach to civic organizations.



Linden Rd

Midland Blvd

Ustick Rd

Ustick Rd

Ustick Rd

Ustick Rd

11th Ave N

N CAN ADA ROAD

N Can Ada

Middleton Rd

N Middleton Rd

N Midland Blvd

Cherry Ln

Madison Rd

Birch Ln

Karcher Byp

W Karcher Rd

E Karcher Rd

Group B, 83 Parcels

Idaho Center Blvd

o Ave

d Ave

ve

it Ave

up F, 95 Parcels

Caldwell Blvd

Northside Blvd

N Franklin Blvd

Stamm Ln

Group A, 92 Parcels

W Orchard Ave

Davis Ave

Garry Blvd

Airport Rd

Smith Ave

N Midland Blvd

N Yale St

2nd St S

7th St S

16th Ave N

16th Ave S

3rd St S

22nd Ave S

Lone Star Rd

W Roosevelt Ave

E Victory Rd

N Happy Valley Rd

Lake Lowell Ave

W Iowa Ave

S Holly St

Group D, 98 Parcels

S Kings Rd

S Grays Ln

E Amity Ave

S Happy Valley Rd

W Greenhurst Rd

# Nampa Civic Center

## Vendini Ticketing software procurement

February 10, 2016

**ISSUE:** ENTA ticketing will discontinue operation on February 29, 2016 and has sold the rights to Best Union leaving NCC vulnerable in performing its essential ticketing procedures.

### SITUATION:

1. ENTA is an antiquated system requiring additional hours to manage the distribution of tickets.
  - a. ENTA (325 hours vs Vendini (108 hours) equaling a 217 hour delta to process tickets.
    - i. Event set up 1.0 hours vs 5 minutes w/Vendini on events.
    - ii. Season ticket set up 2 days vs 1 hour w/Vendini
    - iii. Sales at 3 minutes per ticket vs 1 minute w/Vendini
2. NCC's maximum run is 26,000 tickets @ \$15/tickets per year with \$390,000 in gross revenue
  - a. Set up time and fees will be sharply reduced.
  - b. Issuing tickets currently in 60% of box office vs 20% in the future.
  - c. Scanners/cell phones will replace hard ticket entry into the auditorium.
  - d. We add print on demand and scanner features common in industry.
3. There is currently no easy method to provide variable pricing, taxing and marketing.
4. No facilities or service fees are captured which typically run \$3 to \$5 per ticket.
5. NCC has no ability to provide a ticket service for key events such as MTi.
6. Annual service fee cost: Vendini \$0, ENTA, \$3000, Spectra \$3000
7. Ticket fees: Vendini \$2.00, ENTA 0.50, Spectra \$2.00

### PATH:

1. Due diligence compared costs: ENTA (\$20,875) vs Spectra (\$115,865) vs Vendini (\$53,625).
2. Vendini provides a ticket fee of 35 cents to \$2 vs a flat rate with Spectra.
  - a. Critical flexibility with low priced tickets (\$5 to \$15).
  - b. Vendini does not hold 1% of sales for 90 days like Spectra.
  - c. Vendini does not remarket ticket contacts.
3. Vendini allows for us to subcontract ticketing with key performers.
4. Vendini allows to the capture of patron contact information to promote events.
5. Vendini allows for easy recording/capture of credit card fees, comps, cash and other fees.
6. Vendini has toll free 24/7 customer support.
7. College of Idaho uses Vendini as a reference with great success.
8. Selecting Vendini will allow for the customization and flexibility to provide a ticket service.

### ACTION REQUESTED:

1. Approve Vendini ticketing software contract
2. Spend \$1,530 on one time start up training fee.
3. Sign a three year contract with appropriate non-approvals.

# **Vendini Member Service Agreement ("MSA")**

## **1.0 Parties**

Vendini, Inc. located at 660 Market Street, San Francisco, CA 94104, ("Vendini") hereby agrees to provide **Nampa Civic Center** ("Member") a service as described below. Exhibit A is the Proposal #34753. This exhibit constitutes an integral part of this MSA and together with this MSA sets forth the commercial arrangements between the parties. In the event of any conflict between the terms of this MSA and the Exhibit, the terms contained in the Exhibit shall prevail. By signing this MSA, you agree to its terms.

## **2.0 Introduction and Definitions**

Vendini operates an online service on the World Wide Web, consisting of ticketing, event, patron management and website services provided by Vendini, and by third parties (collectively, the "Services"). "Events" are any events, activities, or resources to which Member is authorized to sell or provide access. "Tickets" are any and all forms of tickets, reservations, tuitions, memberships, certificates, coupons, merchandise, or confirmations that allow the holder access to, participation in, or use of Member events. "Patron" refers to any person or organization committing to the purchase of Tickets.

## **3.0 Agreement with Terms and Conditions**

This Agreement sets forth the terms and conditions that apply to use of the Services by Member. By using the Services, Member agrees to comply with all of the terms and conditions hereof.

## **4.0 Changes in Terms and Conditions**

Vendini shall provide the Services to Member in the form that Vendini makes such Services generally available from time to time during the term of this Agreement. Vendini may update or change the Services or change or modify the terms and conditions applicable to Member's use of the Services, or any part thereof, or to impose new conditions. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on the Services, or by electronic or conventional mail, or by any other means by which Member obtains notice thereof. Any use of the Services by Member subsequent to such notice shall be deemed to constitute acceptance by Member of such changes, modifications or additions.

Notwithstanding the foregoing, in the event a material aspect or feature of the Services needs to be changed, Vendini shall use reasonable efforts to provide Member with 30 days prior notice to such change. Notwithstanding the foregoing, the terms of any written and executed quotation or proposal will supersede this Section 4.0 to the extent it relates to fees payable by Member as set forth therein.

## **5.0 Exclusivity**

Member agrees that Vendini shall have the exclusive right during the term of this Agreement to provide ticketing, event and patron management services to Member via any and all means and methods. Member shall not directly or indirectly engage any third party to provide services that are the same or similar to those services provided by Vendini hereunder. This exclusive right shall include all future methods and technologies for ticket distribution which may be developed from time to time during the term of this

agreement. Member specifically acknowledges and agrees that this exclusive relationship is an essential element of the agreement with Vendini and that a breach of this provision will result in damages to Vendini, which are impossible to ascertain. Accordingly, if Member terminates this Agreement without cause prior to the expiration of the initial Term, Member agrees to pay Vendini as liquidated damages and not as a penalty an early termination fee equal to the highest grossing fee month multiplied by the number of months remaining in the applicable term but not less than five-thousand dollars (\$5,000).

## **6.0 Conduct of Member**

### **6.1 Interests**

Member is a producer, promoter, presenter, or manager of events. Under this Agreement, Member contracts with Vendini to provide the Services. Member represents and warrants to Vendini that it has full power and authority to enter into this Agreement and to offer, sell, and honor the tickets to the Events it offers via the Services.

### **6.2 Responsibility of Member**

Member agrees to accept, honor, and fulfill ticketing commitments that have been confirmed by the Services. Verification of customer name, address, customer number, membership status and/or confirmation number at or prior to the corresponding Event is the responsibility of the Member.

### **6.3 Lawful Use**

Member shall use the Services for lawful purposes only. Member shall not post or transmit through the Services any material which: (i) violates or infringes in any way upon the rights of others; (ii) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable; (iii) encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law; or (iv) contains advertising or any solicitation with respect to products or services, unless Vendini shall have expressly approved such material in advance of its transmission. Any conduct by a Member that in Vendini's discretion restricts, inhibits or negatively impacts any third party's use of the Services is expressly prohibited.

### **6.4 Uploading Of Intellectual Property**

Member shall not upload, post, or otherwise make available through the Services any material protected by copyright, trademark, or other proprietary right, without the express written permission of the owner of the copyright, trademark, or other proprietary right, and the burden of determining that any material is not protected by copyright rests with Member. Member shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By making material available through the Services, Member automatically grants, or warrants that the owner of such material has expressly granted Vendini the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. Member hereby grants Vendini the right to copy, publish, and distribute any material made available on the Services by Member.

### **6.5 Email Marketing**

Member represents, covenants, and warrants that it will use the email marketing tools provided in the Services only in compliance with the Agreement, the federal CAN-SPAM Act of 2003 and all other applicable laws (including but not limited to policies and laws related to spamming, privacy, obscenity, or defamation

and child protective email address registry laws). Member agrees that it will not access or otherwise use third-party mailing lists in connection with preparing or distributing unsolicited email to any third party. Member agrees to indemnify and hold harmless Vendini and its business partners, third-party suppliers and providers, licensors, officers, directors, employees, distributors and agents against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise arising from or relating to Member's use of the Services. In addition, Member acknowledges and agrees that Vendini has the right to seek damages when Member uses the Services for unlawful purposes, in an unlawful manner, and/or in a manner inconsistent with the terms of this Agreement, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance and/or consequential damages. Although Vendini has no obligation to monitor the content provided by Member in connection with its use of the Services, Vendini may do so and may remove any such content or prohibit any use of the Services that Vendini believes may be (or is alleged to be) in violation of the foregoing. Patron email addresses provided to Vendini may be used by Vendini in accordance with Vendini's then-current privacy policies as described at [www.vendini.com/privacy](http://www.vendini.com/privacy).

## **6.6 Non-Disclosure and Other Restrictions**

Vendini's "confidential information" means any and all products provided by Vendini hereunder and information concerning any aspect of Vendini's business or proposed business not generally known to persons not associated with Vendini that is: (i) disclosed and designated to Member in writing, or (ii) disclosed orally and designated "confidential" in writing by Vendini within thirty (30) days after such oral disclosure. Vendini's confidential information includes, without limitation, information concerning Vendini's products, proposed products, product designs, manufacturing processes and techniques, trade secrets, business strategy, and results from the evaluation and/or services hereunder.

Member's "confidential information" means any information concerning Member's venue or business not generally known to persons not associated with the Member that is: (i) disclosed and designated to Vendini in writing, or (ii) disclosed orally and designated "confidential" in writing by Member within thirty (30) days after such oral disclosure.

Each party agrees to not disclose or make use of, or allow others to use, any of other party's confidential information, except to such party's employees and representatives who have a "need to know" in order to conduct the evaluation and/or services described above.

Each party shall take all reasonable precautions to prevent unauthorized disclosure or use of other party's confidential information. Each party shall, at other party's request, promptly return any materials and copies of confidential information provided by such party.

Neither party shall be under any obligation, with respect to any particular item of confidential information, when such party can document that such item of information: (i) is publicly known and available not due to such party's act or failure to act, or (ii) was in such party's possession prior to disclosure by the other party as evidenced by a written instrument, or (iii) comes into such party's possession through a third party free of any obligation of confidence to other party, or (iv) is disclosed by such party with the other party's prior written approval.

## **7.0 Disclaimers and Limitation of Liability**

Vendini owns the design and function of the Services and website (<http://www.vendini.com>.) Member acknowledges that Vendini does not commit to supporting or specifying any particular browsing or operating platform, and that Vendini has the right at any time to revise and modify its web pages and service, release

subsequent versions thereof, and/or alter features, specifications, capabilities, functions, and other characteristics of the Services, all without notice to the Member.

VENDINI'S LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID BY MEMBER TO VENDINI DURING THE THREE (3) MONTH PERIOD BEFORE THE ACTION AROSE. VENDINI SHALL NOT BE LIABLE FOR (A) ANY LOSS OF USE, LOSS OF DATA, OR INTERRUPTION OF BUSINESS OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), REGARDLESS OF THE FORM OR ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF VENDINI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MEMBER ACKNOWLEDGES THAT THESE LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT, AND ABSENT SUCH LIMITATIONS, VENDINI WOULD NOT ENTER INTO THIS AGREEMENT.

#### **7.1 Use Is At Member's Risk**

Member expressly agrees that use of the Services is at Member's own risk. Member shall be responsible for protecting the confidentiality of Member's password(s), and for all activity that takes place using such passwords. NEITHER VENDINI, ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, SHAREHOLDERS, AGENTS, THIRD PARTY PROVIDERS OR LICENSORS, WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE SERVICES.

#### **7.2 Disclaimer of Warranties**

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

#### **7.3 Disclaimer Of Liability**

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

#### **7.4 Member's Waiver of Damages**

IN NO EVENT WILL VENDINI, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SERVICES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES.

IN ADDITION TO THE TERMS SET FORTH ABOVE, NEITHER, VENDINI, NOR ITS AFFILIATES, INFORMATION PROVIDERS, OR CONTENT PARTNERS SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR INTERRUPTION IN THE TRANSMISSION THEREOF TO A PATRON, OR FOR

ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE. INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES.

Because some jurisdictions do not allow for the exclusion of damages, Vendini's liability in such jurisdictions will be limited to the greatest extent permitted by the law of such jurisdiction. In such jurisdictions, Member agrees that in no event will Vendini's liability to Member in connection with Vendini's provision of the Services and the terms of this Agreement exceed the amount paid by Member to Vendini in the six months immediately preceding the event which gave rise to such liability. In addition, because some jurisdictions do not permit the disclaimer of certain warranties, the disclaimers set forth in this Section 7 may not apply to you.

## **8.0 Indemnification**

Member agrees to defend, indemnify, and hold harmless Vendini, its affiliates and their respective directors, officers, shareholders, employees, agents, and assigns from and against all claims and expenses, including attorneys' fees, arising out of Member's use of the Services, including without limitation any dispute between Member and any guest or ticket holder of Member, provided that Vendini promptly notifies Member of any such claim or expense, cooperates with such defense at Member's expense, and Vendini allows Member control of the defense. Vendini shall have the right, but not the obligation, to be represented by counsel of its choice and to participate in the defense of the claim; provided, however, that the expense of such counsel and such participation shall be borne by Vendini.

## **9.0 Fees and Charges**

For its services, Vendini applies transaction fees to Member's account, which are covered (i). entirely by Member, (ii). entirely by Patron, or (iii). by a combination of Member and Patron. A complete breakdown of transaction fees is available in Member's account section immediately after account has been upgraded to live mode.

### **9.1 Upfront Fees**

Member shall pay any upfront costs before the Services are upgraded to live mode. Actual fees will be communicated to Member from Vendini via a written invoice, quote, and/or proposal detailing upfront costs.

### **9.2 Ongoing Fees**

Fees for products and services will be communicated to Member from Vendini via a written invoice, quote, and/or proposal detailing ongoing costs. Fees are posted in Member's account section immediately after account has been upgraded to live mode.

## **10.0 Merchant Accounts**

Member may elect to have its Patrons purchase Tickets through Member's merchant account (MMA) or through Vendini's merchant account (VMA) for either website and/or retail transactions. If Member has elected to have its Patrons purchase Tickets through VMA, such Tickets are considered to be Vendini inventory, which Vendini sells to Patrons as part of a direct retail transaction with such Patron.

### **10.1 Credit Card Processing Failover Service**

Vendini will provide credit card processing failover service in the event Member's credit card gateway, Member's merchant processor, and/or Member's merchant bank is unavailable or unable to handle credit card processing. Vendini will charge 3.5% of the transaction for this service. You may opt out of this service at any time.

### **11.0 Fees and Collection Cycle**

All sales, fees, and funds are payable in U.S. dollars. A complete schedule of fees, account activity, and reserve details are provided in Member's account.

#### **11.1 Daily Fee Collection - Member's Merchant Account (MMA)**

Member agrees that Vendini may deduct all fees and charges via ACH debit from the Member's business checking account for all website and/or retail transactions. Member must have a business checking account. Activation may take up to 7 business days.

Vendini will initiate an ACH debit to Member's business checking account 2 business days after transactions occur to collect fees and payments due to Vendini. Vendini will wait until the collection amount is greater than or equal to \$25.00 before collecting. An outstanding balance of less than \$25.00 will be collected on a monthly basis.

Member agrees that there will be sufficient funds in Member's business checking account at time of collection. Member agrees that Vendini will not be held responsible for charges incurred due to insufficient funds. In the event funds are not available in Member's checking account at time of collection, Vendini will attempt to draft again the next business day. A fee of \$25.00 will be assessed for each transaction if funds are not available.

Delinquent accounts are subject to termination of Member's account.

#### **11.2 Weekly Disbursement and Fee Collection – Vendini Merchant Account (VMA)**

If applicable, Member agrees that Vendini may deposit credit card revenues collected via Vendini's merchant account less any fees or charges via ACH credit to Member's business checking account. Should any fees or charges exceed credit card revenues, Member agrees that Vendini will deduct fees via ACH debit from Member's business checking account. Member must have a business checking account. Activation may take up to 7 business days.

Disbursements and fee collections for events dates that have occurred will be reconciled with Member's checking account the Wednesday following the event date, unless the event date occurs on a Monday or Tuesday. If the event date occurs on a Monday or Tuesday, reconciliation will be made the following Wednesday. If Wednesday is a Bank Holiday, reconciliation will occur on the next business day after the Holiday if reconciliation is due.

Reserves are held to cover any applicable refunds, chargebacks, related charges, or fees due. A minimum reserve of 5% of disbursements will be held at the time an Event is settled and will be paid out on the next disbursement cycle following 90 days past the settlement date less refunds, chargebacks, related charges, or fees due.

#### **11.3 Monthly Disbursement and Fee Collection**

If Member has elected to have its Patrons purchase Tickets using VMA, and has not opted for Weekly Disbursement and Fee Collection, disbursements will be made by check. For all transactions processed with

VMA, Vendini will issue payments to Member on a monthly basis, on the closest business day after the 30th of the month or the last day of the month (whichever occurs first.) Payments will include credit card revenues collected through VMA as of 11:59:59PM Pacific Time on the 20th day of the month for Events where the Event date has passed, less any fees or charges. Checks will be mailed via United States Postal Service First Class Mail to the address provided in the Member account section.

Should the amount of authorized fees or charges exceed the amount of revenues collected, Member's account may be subject to suspension or termination.

A service fee of \$10/month applies and will be deducted from each disbursement.

A reserve may be held to cover any applicable refunds, chargebacks, related charges, or fees due. A reserve of up to 10% of disbursements may be held at the time an Event is settled and will be paid out on the next disbursement cycle following 90 days past the settlement date less refunds, chargebacks, related charges, or fees due.

If for any reason a check needs to be re-issued, Vendini will cancel original check and re-issue a new check on the billing cycle following 6 weeks from original issue date.

## **12.0 Cancellations, Refunds, and Chargebacks**

Methods for cancellations and refunds are determined by whether Member is using Vendini's merchant account or Member's merchant account.

### **12.1 Transactions using VMA**

Any credit card chargebacks initiated by Patrons through their credit card issuing bank for any reason will incur a fee of \$25.00 to the Member. If there is no prompt amicable resolution, Vendini may also choose to process the refund.

Vendini is authorized to deduct these costs from Member's outstanding balance, or invoice Member for the costs if no balance exists. Vendini reserves the right to withhold up to 100% of disputed booking revenues for any event for a period up to 180 days after the event occurs, to allow all returns and disputed charges to clear processing.

VENDINI WILL NOT BE HELD RESPONSIBLE FOR MONETARY LOSS DUE TO FRAUDULENT TRANSACTIONS PROCESSED THROUGH THE VENDINI SERVICE. FRAUDULENT TRANSACTIONS, INCLUDING BUT NOT LIMITED TO CREDIT CARD THEFT AND/OR IDENTITY THEFT THAT ARE DISPUTED BY THE CARDHOLDER THROUGH THE CARDHOLDER'S BANK WILL BE IMMEDIATELY REFUNDED BY VENDINI. MEMBER AGREES THAT VENDINI MAY COLLECT REFUNDED TRANSACTIONS (INCLUDING ORIGINAL PROCESSING FEES) DUE TO FRAUD FROM MEMBER. REFUND AND CHARGEBACK FEES ALSO APPLY.

### **12.2 Transactions using MMA**

VENDINI WILL NOT BE HELD RESPONSIBLE FOR MONETARY LOSS DUE TO FRAUDULENT TRANSACTIONS PROCESSED THROUGH THE VENDINI SERVICE. IT IS THE SOLE RESPONSIBILITY OF MEMBER TO RESOLVE ANY ISSUE RELATED TO FRAUDULENT TRANSACTIONS, INCLUDING BUT NOT LIMITED TO CREDIT CARD THEFT AND/OR IDENTITY THEFT, THAT ARE DISPUTED BY THE CARDHOLDER AND/OR THE CARDHOLDER'S BANK.

## **13.0 Use of Equipment**

Member shall supervise and control the use of the Equipment by its employees to ensure that its use is in compliance with this Agreement. Vendini shall retain ownership interest in the Equipment to Member throughout term of initial agreement. Upon completion of term of initial agreement full ownership interest in the Equipment shall transfer from Vendini to Member.

Member shall be responsible for the Equipment from the time it is delivered to Member until it is returned to Vendini, or term of agreement is completed. Member shall reimburse Vendini for any damage to the Equipment sustained during this time period. If Vendini does not receive the Equipment within thirty (30) days of the termination date of this Agreement, Member shall pay Vendini the Replacement Value (defined as replacement cost, shipping fees, and sales tax not included in replacement cost). Actual cost will be assessed at time of replacement. THE EQUIPMENT IS PROVIDED "AS IS." VENDINI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT.

#### **14.0 Website Manager**

If applicable, Vendini will provide Member with a website (the "Site") that is integrated with the Vendini ticketing system and hosted by Vendini. Member understands and agrees that Vendini will host and create the Site solely in accordance with the information provided by Member. With the exception of any Third-Party Materials and Background Technology as set forth in this Section 14, the Member owns the Customer Content. "Customer Content" means all content or information (including, without limitation, any text, music, sound, photographs, video, graphics, data, or software), in any medium, provided by Member to Vendini. "Third-Party Materials" means any content, software, or other computer programming material that is owned by an entity other than Vendini and licensed by Vendini or generally available to the public, including Member, under published licensing terms, and that Vendini will use to display or run a Site. Vendini owns the rights to the design of the web site. Upon termination of this Agreement Member will not be entitled to use the Site for any purposes whatsoever.

"Background Technology" means computer programming/formatting code or operating instructions developed by or for Vendini and used to host or operate the Site or a Web server in connection with the Site. Background Technology includes, but is not limited to, any files necessary to make forms, buttons, checkboxes, and similar functions and underlying technology or components, such as style sheets, animation templates, interface programs that link multimedia and other programs, customized graphics manipulation engines, and menu utilities, whether in database form or dynamically driven. Background Technology does not include any Customer Content. Member may not duplicate or distribute any Background Technology to any third party without the prior written consent of Vendini. All rights to the Background Technology not expressly granted to Member hereunder are retained by Vendini. Without limiting the foregoing, Member agrees not to reverse-engineer, reverse-assemble, decompile, or otherwise attempt to derive any source code of the Background Technology, except as allowed by law.

Member hereby grants to Vendini the limited, nonexclusive right and license to copy, distribute, transmit, display, perform, create derivative works from, modify, and otherwise use and exploit the Site, any Customer Content, or any Customer Marks provided to Vendini hereunder, solely for the purpose of rendering the Web Services under this Agreement. Such limited right and license shall extend to no other materials or for any other purpose and will terminate automatically upon termination of this Agreement for any reason. Member agrees not to provide Customer Content that (a) infringes on any third party's intellectual property or publicity/privacy rights; (b) violates any applicable law or regulation; (c) is defamatory, violent, clearly

harmful, or obscene or pornographic or infringes on citizens' rights; or (d) contains any viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage or interfere with any system, data, or personal information. Vendini reserves the right to refuse any other subject matter it deems inappropriate.

Member hereby acknowledges and agrees that Vendini will not be liable for any temporary delay, outages or interruptions of the Web Services. Each party acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth herein.

## **15.0 Gift Cards**

Vendini will provide Member with software designed to sell Gift Cards (the "Gift Cards") that is integrated with the Vendini ticketing system and hosted by Vendini. Member understands and agrees that Vendini will host and create the Gift Cards solely in accordance with the information provided by Member. The Gift Card can be created and sold to Patrons for future redemption of eligible Vendini products created by Member. Gift Cards may not be redeemed for the purchase of products from other Vendini Members. Gift cards cannot be reloaded, resold, transferred for value, redeemed for cash or applied to any other account, except in the extent required by law. Unused gift card balances may not be transferred.

The risk of loss and title for Gift Cards passes to the Member upon purchase. Vendini is not responsible if Gift Cards are lost, stolen, destroyed or used without valid permission. Vendini retains the right to close Member accounts and bill alternative forms of payment if a fraudulently obtained Gift Card is redeemed and/or used to make purchases with Vendini or any of its affiliated websites.

Gift Cards must be redeemed toward the purchase of eligible Vendini products created by Member. Purchases are deducted from the Gift Card balance. Any unused balance will remain as the Gift Card balance. If an order exceeds the amount of the Gift Card, the balance must be paid with a credit card or other available payment method. Vendini may provide Gift Card purchasers with information about the redemption status of the Gift Cards that they purchase.

Gift Card Balance can be obtained from Vendini's administrative (the "Member Home") and point of sale (the "TicketAgent") applications where Gift Cards are managed and sold. A Gift Card cannot be "reloaded" (i.e., additional value cannot be added to a Gift Card once issued).

Expiration dates do not apply for Gift Cards issued in California, Connecticut, Louisiana, Maine, Maryland, Massachusetts, Montana, New Hampshire, North Dakota, Oklahoma, Rhode Island, Vermont, Washington. Expiration dates apply in any other state solely to the extent as prohibited or limited by law.

Gift cards are not redeemable for cash except in the ten states where it is required by law to the extent noted below: California, Montana, Washington, Vermont, Maine, Rhode Island, West Virginia, Colorado, Massachusetts, and Oregon. Residents of these states, and the balance on the gift card is less than the respective dollar amount below, must be redeemable for cash.

California < \$10

Montana < \$5

Washington < \$5

Vermont < \$1

Maine < \$5  
Rhode Island < \$1  
West Virginia < \$1  
Colorado < \$5  
Massachusetts < \$5  
Oregon < \$5

Use of the Gift Card is subject to all applicable laws and regulations. Please be advised that many states treat gift cards that have been unused for a certain period of time as abandoned property subject to escheat.

### **16.0 Entire Agreement**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. Any amendments or modifications to this Agreement must be agreed to by Vendini and Member in writing.

If any of the terms, provisions, or conditions of this Agreement or the application thereof to any circumstances shall be ruled invalid or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected thereby, and each of the other terms, provisions, and conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

### **16.1 Independent Contractor**

Vendini's relationship with Member will be as that of an independent contractor.

### **17.0 Termination**

If either party breaches any of its material obligations under this Agreement, the other party will have the right to terminate the Agreement and/or discontinue delivery of service by giving 30 days' written notice to the breaching party unless the breaching party remedies the breach within a 30-day period.

Either party has the right to immediately, without notice, terminate this Agreement in the event either party terminates or suspends its business, becomes insolvent, makes an assignment for the benefit of creditors or suffers or permits the appointment of a receiver, trustee in bankruptcy, or similar official.

Upon any expiration or termination of this Agreement, Vendini will stop providing the Services to Member. Termination of this agreement will not terminate the confidentiality and indemnification obligations herein.

Member's obligations to pay the costs, expenses and fees due will survive the termination of this Agreement unless such termination is the result of a non-cured breach by Vendini. In such instance, Member will be responsible for costs, expenses and fees due up to the termination date.

In the event that Vendini is required to pursue any legal remedies available to it as a result of Member's breach of this Agreement, Vendini shall be entitled to seek reimbursement from Member of Vendini's reasonable attorneys fees.

### **17.1 Account Usage Lapse**

Member's account may be terminated if there has been a period of sales inactivity of over 12 months. A re-activation fee \$995.00 will apply.

### **17.2 Excessive Refunds or Chargebacks**

Member's account may be terminated if there are unusually high occurrences of refunds or chargebacks.

### **17.3 Service Level Obligations**

Vendini shall maintain the following detailed service parameters in the ongoing support of this Agreement.

Vendini shall offer manned telephone and email monitoring support Monday - Friday 6:00 A.M. - 6:00 pm Pacific Time, response guaranteed within 4 hours of contact. After-hours support requests will receive a response within 1 business day. Member shall be responsible for reasonable availability of customer representative(s) when resolving a service related incident or request.

Vendini guarantees over 99% uptime accessibility to services, as recorded at <http://status.vendini.com/89840>

### **18.0 Controlling Law**

This Agreement shall be construed in accordance with the laws of the State of California, without regard to its conflict of laws rules. Any cause of action of any nature arising out this Agreement shall be brought in the state or federal courts located in San Francisco, California.

### **19.0 Addresses and Notices**

Any communications under this Agreement shall be in writing and are deemed delivered upon receipt by the addressed party at the address specified herein. Communications may be sent by hand or messenger, by commercial overnight carrier, or by US mail (return receipt requested).

Vendini, Inc.  
660 Market Street  
San Francisco, CA 94104

### **20.0 Force Majeure**

Except for the payment of any amount due pursuant to this Agreement, neither party will be liable to the other for damages in the event of any loss, damage, claim, delay or default arising by reason of Acts of Mother Nature, storm, fire, flood, earthquake, labor disturbance (including strikes, lockouts, and boycotts), war or terrorism, vandalism, civil commotion, shortages or unavailability of labor, present or future governmental law, ordinance, rule, or regulation, disruption of postal, banking, electrical, telephone or utility service, or other cause beyond the control of the party sought to be charged.

### **21.0 Headings**

The section headings used herein are for convenience only and shall not be given any legal import whatsoever.

**22.0 Signatures**

In witness whereof, the parties have hereunto set their hands and seals as of the date set out beneath their respective signatures.

**Nampa Civic Center**

**Vendini, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Mark A. Dirsa

Title: \_\_\_\_\_

Title: Chief Financial Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Nampa Civic Center

## Event Booking software change

February 10, 2016

**ISSUE:** Event booking is single most business critical element to the operation of the Nampa Civic Center. The current 13 year old Concentrics software (CS) is derailing performance with numerous technical issues creating contract delays and adding unwarranted labor.

### **SITUATION (Based on 900 events):**

1. Booking takes 2 hours on average PLUS crashes occurring roughly once per week.
  - a. Yearly PYE cost savings of EB over CS is at \$36,000 vs \$600.
2. IT Department is very frustrated with CS software; CS is not 24/7.
  - a. CS support is limited; one person on the east coast is the support offer.
3. CS does not provide record keeping, invoicing or reporting necessary to business needs.
4. CS does not have common industry booking tools or contact management features.
5. CS is charging a \$1,136 annual fee plus time & labor; about \$5,000 per year.

### **PATH:**

1. Event Booking has an annual fee of \$6,250 vs CS annual cost of ~ \$5,000.
2. EB has 24/7 support with real time and employee sharing.
3. EB has free software updating inclusive of 500+ venues and is web based.
4. Report tracking and report generation will import into our GL reports.
5. EB allows for forecast projections for all event details including date and revenue gaps.
6. We would realize EB's yearly PYE savings of \$36,000 over CS cost with PYE efficiency.

### **ACTION REQUESTED:**

1. Approve \$14,500 start-up with fly-in trainers for the NCC to be operational March 15.
2. Approve EB's \$6,250 annual fee vs CS cost of \$5,000.
3. Sign a three year contract with appropriate non-approvals.



## **EventBooking.com Access and Service Agreement**

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU ACCESS THE SERVICE PROVIDED TO YOU BY EVENTBOOKING.COM, LLC ("EVENTBOOKING.COM"). BY USING EVENTBOOKING.COM'S INTERNET SERVICE, YOU UNCONDITIONALLY ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, EVENTBOOKING.COM'S ACCEPTABLE USE POLICY, AND SUCH OTHER USER POLICIES AS EVENTBOOKING.COM MAY ESTABLISH FROM TIME TO TIME. THIS AGREEMENT IS EFFECTIVE FROM CUSTOMER'S ACCEPTANCE THEREOF.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE EVENTBOOKING.COM INTERNET SERVICE, AND SHOULD CONTACT EVENTBOOKING.COM TO CANCEL YOUR ACCOUNT. IF YOU ARE A CURRENT EVENTBOOKING.COM CUSTOMER WHEN THIS AGREEMENT IS ACTIVATED, YOUR CONTINUED USE OF EVENTBOOKING.COM INTERNET SERVICE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

## **1. SERVICE.**

- a. EVENTBOOKING.COM will provide the Customer access to their personal EVENTBOOKING.COM account (the 'Service') subject to the terms and conditions of this Agreement and the EVENTBOOKING.COM Acceptable Use Policy. "Customer" as used herein, means an individual, a corporation or a legal entity who uses the Service. Customer agrees to comply with the terms of the EVENTBOOKING.COM Acceptable Use Policy posted on the EVENTBOOKING.COM website.
- b. EVENTBOOKING.COM makes no guarantees or warranty as to the continuous availability of the Service or any specific feature of the Service. EVENTBOOKING.COM reserves the right to change the Service or any of its features at any time with or without notice.
- c. EVENTBOOKING.COM shall have the right to modify this Agreement at any time in any manner. Any modification shall be effective 30 days after Customer's receipt of notice by electronic mail or conventional U.S. Mail. Continued use of the Service following notification of any modification to this Agreement shall be deemed acceptance of all such modifications; provided that Customer may elect to terminate the Agreement by providing EVENTBOOKING.COM notice to EVENTBOOKING.COM before the change is effective.

## **2. REGISTRATION REQUIREMENTS.**

- a. Customer agrees to provide EVENTBOOKING.COM with accurate and complete billing information including Customer's legal name, address, and telephone number. All changes to this information must be reported to EVENTBOOKING.COM within 30 days of the change.
- b. By accepting this Agreement, Customer agrees to be responsible for all charges posted to Customer's account until the account is cancelled as specified herein. Each Customer is responsible for the use of his/her/its Service account(s) under any name on that account by any person and for ensuring compliance with this Agreement by all users of his/her/its Service account.

### **3. FEES.**

- a. Customer agrees to pay EVENTBOOKING.COM all fees and charges for the Service including all applicable set-up fees (if any), monthly or yearly flat-rate usage fees (or other rate plan selected) or software licenses, or fees specified on a request for Deliverables, as defined in Section 12, when such fees and charges become due.
  
- b. Access to the Service is provided via a password-protected Internet Web site. Customers must use an Internet Service provider and an appropriate Internet Web browser to access the web site. EVENTBOOKING.COM does not provide Internet access.
  
- c. Current prices for EVENTBOOKING.COM services may be obtained by calling 1-865-966-4900. EVENTBOOKING.COM reserves the right to change prices and institute new fees. EVENTBOOKING.COM may change rates or institute new charges at any time upon 30 days prior notice to Customer.
  
- d. If Customer's account is delinquent, Customer's account may be canceled at EVENTBOOKING.COM's sole discretion.
  
- e. Customer agrees to pay all sales and use taxes, duties, or levies which are required by law, unless Customer provides a tax exemption certificate acceptable to the taxing authority. EVENTBOOKING.COM shall have the right to bill and collect any applicable taxes of Customer where required by law.
  
- f. Customer must contact the EVENTBOOKING.COM Customer Service Department within 60 days of the invoice or transaction date of the charge if Customer believes EVENTBOOKING.COM has made a billing error. Refunds, credits or adjustments will not be given for any charges which are more than 60 days old.

- g. If Customer has not paid all sums due EVENTBOOKING.COM in accordance with the terms hereof, a monthly finance charge equal to the lesser of (a) 1% per month, or (b) the highest amount permitted by law, shall accrue and be payable each month until paid in full. The waiver of a finance charge or any portion thereof shall not be deemed to be a waiver of any future finance charges. Customer is liable to EVENTBOOKING.COM for any and all costs and expenses incurred by EVENTBOOKING.COM, including without limitation attorneys' fees and expenses, in collection of any past due amounts hereunder.

#### **4. USE OF THE SERVICE.**

- a. Customer and any persons authorized by Customer are the only individuals who are authorized to access the Service through Customer's EVENTBOOKING.COM account. Customer shall ensure that all authorized users of the account comply with this Agreement.
- b. Customer shall be responsible for maintaining the confidentiality of passwords used by Customer and authorized users of the account.
- c. Customer is responsible for providing and maintaining all equipment and other software necessary to access the Service.
- d. Customer expressly agrees not to use the Service or permit others to use the Service through Customer's account in any way that violates any law or regulation; subjects EVENTBOOKING.COM to liability of any kind; or is in contravention of EVENTBOOKING.COM's Acceptable Use Policy. Customer further agrees not to use the Service in a manner that will disrupt or interfere with any third parties' use or enjoyment of the Service.

#### **5. DISCLOSURE OF MEMBER INFORMATION; LICENSE.**

- a. Customer grants to EVENTBOOKING.COM a non-exclusive, royalty-free, worldwide, perpetual license, with right to sublicense, to reproduce, distribute, transmit, create derivative works of, and publicly display any information that the Customer submits to **public areas only** of the Service (such as PUBLIC CALENDAR, VENUE AVAILS, ARTIST AVAILABILITY or ARTISTS ITINERARIES) by all means and in any media now known or hereafter developed.
- b. Customer grants to EVENTBOOKING.COM the right to use Customer's name in connection with all advertising, marketing and promotional material related thereto. Customer shall approve all use of Customer's marks and logos. At any time, Customer may request in writing that EVENTBOOKING.COM not use Customer's name in connection with any advertising, marketing or promotional materials.

## **6. NO WARRANTIES PROVIDED BY EVENTBOOKING.COM.**

- a. Customer assumes full responsibility and risk for use of the service and the internet by Customer and Customer's authorized users. The Service is provided on an 'as is' and 'as available' basis. EVENTBOOKING.COM does not warrant that the Service will be uninterrupted or error-free. EVENTBOOKING.COM MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE SERVICE OR DELIVERABLES, AS DEFINED IN SECTION 12, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH EVENTBOOKING.COM OR ON THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY EVENTBOOKING.COM, ITS EMPLOYEES, AFFILIATES OR CONTRACTORS SHALL CREATE A WARRANTY.
- b. EVENTBOOKING.COM SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, LOST PROFITS, AND EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SERVICE OR DELIVERABLES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUES, LOSS OF USE, LOSS OF DATA, INCORRECT OR CORRUPTED DATA, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COST, OR CLAIMS OF CUSTOMER FOR SUCH DAMAGES, EVEN IF EVENTBOOKING.COM KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING OR ANY OTHER LIMITATION OF LIABILITY HEREIN, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, YOUR EXCLUSIVE

REMEDY AND THE TOTAL LIABILITY OF EVENTBOOKING.COM ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF THE SERVICE, SHALL BE LIMITED TO PAYMENT BY EVENTBOOKING.COM OF DAMAGES IN AN AMOUNT EQUAL TO THE AMOUNT CHARGED TO CUSTOMER FOR THE SERVICE OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT IN THE THREE MONTHS PRECEDING THE CAUSE OF ACTION. EVENTBOOKING.COM SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER FOR ANY CLAIMS OF PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT OR MISAPPROPRIATION OF TRADE SECRETS, MADE AGAINST CUSTOMER INCIDENT TO THE USE OF THE SERVICE OR DELIVERABLES.

## **7. REMEDIES OF CUSTOMER.**

If Customer is dissatisfied with the Service or any of its terms, conditions, rules, policies, guidelines, or practices, Customer's sole and exclusive remedy is to terminate this Agreement and discontinue using the Service by canceling the account by following the procedures described in this Agreement. Of course, EVENTBOOKING.COM hopes that the Customer will contact us so we can attempt to remedy the problem.

## **8. INDEMNITY.**

Customer agrees to defend, indemnify, and hold EVENTBOOKING.COM, its employees and its affiliates harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or arising from: any violation of this Agreement by Customer or those who access the Service through Customer's account and the use of the Service or the internet and the placement or transmission of any message, information, software, or other materials on the internet by Customer or by those who have access to the Service through Customer's account.

## **9. TERMS OF AGREEMENT.**

This Agreement is effective from Customer's acceptance thereof, which is indicated by clicking the 'Yes' button or similar button or upon the initial use of the Service through the Customer account, whichever occurs first. If Customer is a current EVENTBOOKING.COM Customer when this Agreement is activated, continued use of the Service shall constitute acceptance of this Agreement by Customer. This Agreement shall continue in effect until either party gives the other party notice of termination as provided herein.

## **10. TERMINATION OF AGREEMENT.**

- a. Customer shall have the right to terminate this Agreement at any time with or without cause upon notice to EVENTBOOKING.COM as set forth in Section 11a. Customer will receive a written confirmation of cancellation through U.S. mail unless notice of cancellation is provided via the EVENTBOOKING.COM electronic website or e-mail. Charges to Customer's account will stop accruing the day of receipt of notice of cancellation by EVENTBOOKING.COM. EVENTBOOKING.COM will NOT issue refunds for any fees paid in advance, unless otherwise agreed to in advance, in writing, with the CUSTOMER.
- b. EVENTBOOKING.COM may terminate this Agreement at any time with or without cause upon 30 days prior notice; or, immediately upon notice if Customer, or any person who has access to the Service through Customer's account, commits a breach of this Agreement or the EVENTBOOKING.COM Acceptable Use Policy including but not limited to a breach of any obligation imposed under Section 4 or failure to pay any charges within 30 days of the date they accrue.
- c. Upon termination of this Agreement, all rights granted to Customer and Customer's authorized users under this Agreement shall immediately cease and terminate.
- d. Termination of this Agreement does not release Customer from the obligation to pay all accrued charges under this Agreement.
- e. EVENTBOOKING.COM's right to enforce the provisions of Sections 3, 5, 6, 7, 8, 11, and 12 shall survive termination of this Agreement.

## **11. NOTICE.**

- a. Customer may change or cancel his/her/its EVENTBOOKING.COM account by the following means only:

i. First-class registered or certified mail, return receipt requested addressed to EVENTBOOKING.COM, LLC, Account Termination, 2575 Willow Point Way, Suite 109, Knoxville, TN, 37931

ii. By calling 1-865-966-4900 and speaking with a Customer Representative.

iii. By email to gosupport@eventbooking.com

b. EVENTBOOKING.COM may provide notice to Customer by the following methods: First-class registered or certified mail, return receipt requested First-class registered or certified mail, Electronic mail (e-mail) addressed to Customer's e-mail account; general posting to the website that Customer logs into; or by U.S. Mail or courier service at the address Customer provided EVENTBOOKING.COM when Customer registered for the Service. All notices or other communications to Customer shall be deemed effective on the first (1st) calendar day following the date of electronic mailing or posting or on the fourth (4th) calendar day following the date of first-class mailing or deposit with a commercial courier service.

c. EVENTBOOKING.COM has the right to distribute information to its customers that it believes is informative in nature.

d. Customer

## **12. PROFESSIONAL SERVICES.**

a. Additional Work. Customer may request custom deliverables ("Deliverables") from EVENTBOOKING.COM from time to time. The Deliverables and EVENTBOOKING.COM's work on the Deliverables is subject to all the terms and conditions of this Agreement.

b. Ownership; License. EVENTBOOKING.COM retains all right, title and interest in the Deliverables. EVENTBOOKING.COM agrees to provide Customer access to the Deliverables under the terms and conditions of this Agreement, as modified by a writing related to the Deliverables, if applicable. The definition of Services in this Agreement includes the services provided by the Deliverables.

### **13. MISCELLANEOUS.**

- a. EVENTBOOKING.COM's failure to enforce strict performance of any provision of this Agreement shall not be construed as a waiver.
- b. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, United States of America, without regard to its conflicts of law provisions. Customer consents and agrees that the jurisdiction and the exclusive and sole venue are the federal and state courts having jurisdiction for Knoxville, Tennessee with respect to all disputes arising out of or in connection with this Agreement, Customer's use of the Service or otherwise between Customer and EVENTBOOKING.COM. Any cause of action Customer may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.
- c. Neither this Agreement, nor any of Customer's rights or obligations arising hereunder, shall be transferable or assignable by Customer to any third party without EVENTBOOKING.COM's prior written consent. EVENTBOOKING.COM has the right to assign this Agreement, in whole or in part, or to subcontract its obligations under this Agreement, in whole or in part, without notice to you and upon such assignment, EVENTBOOKING.COM shall be released from all liability hereunder.
- d. This Agreement and the Acceptable Use Policy constitute the entire agreement between Customer and EVENTBOOKING.COM with respect to the Service.
- e. No amendment or modification to this Agreement by Customer shall be valid or binding on EVENTBOOKING.COM unless made in writing and signed by an authorized representative of EVENTBOOKING.COM.

**BID AWARD  
NAMPA CIVIC CENTER  
JANITORIAL SERVICES CONTRACT**

- Facilities Development, as part of Building Safety and Facilities Development, is charged with maintaining City property. At the request of the interim manager, Vikki Chandler and the Mayor, Facilities Development was asked to take on the building maintenance and cleaning of the Nampa Civic Center. As a result of these discussions, a plan was set in motion to go through the procurement process of finding a janitorial contractor.
  
- Current Civic Center budget for Janitorial services is \$43,200 per year.
  
- Facilities held a bid opening on January 4, 2016 and received (4) bids from:
  - 1) Vanguard Cleaning Systems
  - 2) Clearview Cleaning Service, Inc.
  - 3) Automated Maintenance Services
  - 4) ABM Janitorial Services

- Clearview Cleaning Services, Inc. was determined to be the best responsive bidder at:

Base Bid	\$ 59,520
Alternate #1	<u>\$ 14,400</u> (Alt. #1 not accepted)
<i>Total Bid</i>	<i>\$ 73,920</i>

- Contract costs will be paid out of the FY16 Nampa Civic Center budget. The funding for the project is through:

FY16 Nampa Civic Center	\$59,520 annually
-------------------------	-------------------

- Contract is anticipated to begin on February 7, 2016.
  
- Contractor will be required to provide necessary bonds, insurance and other documents before the agreement can be executed and the Notice to Proceed issued.
  
- Evaluation Committee has reviewed the proposals and recommend award to Clearview Cleaning Service, Inc.

REQUEST: Council award contract, and authorize Mayor Henry to sign contract with Clearview Cleaning Service, Inc. for the Janitorial Services Contract at the Nampa Civic Center and not to exceed budget amount \$59,520.

Evaluation Criteria	Point Range (whole numbers)	Automated Maintenance Services			ABM		Clearview Cleaning		Vanguard Cleaning Systems	
		Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	
Cover letter and signature sheet (Pass/Fail)	0-200		175	173	190	170				
Qualifications and Experience	0-200		182	168	190	160				
Specific Qualifications	0-200		177	175	192	163				
Method of Approach to Providing Quality Service	0-200		177	175	192	163				
Price Proposal	0-400		263	300	380	363				
<b>Total</b>			<b>797</b>	<b>817</b>	<b>952</b>	<b>857</b>				



## **BID AWARD**

### **MADISON SOUTH OF I-84 DOMESTIC PIPELINE PROJECT**

- Council authorized FY16 Water budget for the Madison pipeline construction project
- The project will include improvements at Madison South of I-84 (Exhibit A)
- Construction includes installation of new pipelines to increase fire protection to priority development areas identified in the Master Plan
- The City received seven (7) bids (Exhibit B):
  - Titanium Excavation
  - Blue Sky Construction
  - L2 Excavation LLC
  - Irmingier Construction
  - Schmidt Construction
  - Anderson Wood Construction
  - Big Bite Excavation
- L2 Excavation LLC is the apparent low bidder at \$224,917.00. All necessary public bidding requirements appear to be satisfied
- Project costs will be paid for out of FY16 Water System Master Plan Upgrades Budget of \$329,120. Cost estimates to date are:

Engineering and Construction Services	\$77,788
Construction	<u>\$224,917</u>
Total	\$302,705

- Construction will start in March and be complete summer, 2016
- Contractor will be required to provide necessary bonds, insurance certificates, and other documents as required before the Agreement can be executed and the Notice to Proceed can be issued
- Keller Associates and Engineering Division staff have reviewed the bids and recommend award to L2 Excavation LLC.

**REQUEST:** Council award bid, and authorize Mayor to sign contract for construction of the Madison South of I-84 Domestic Pipeline Project with L2 Excavation LLC in the amount of \$224,917.00.

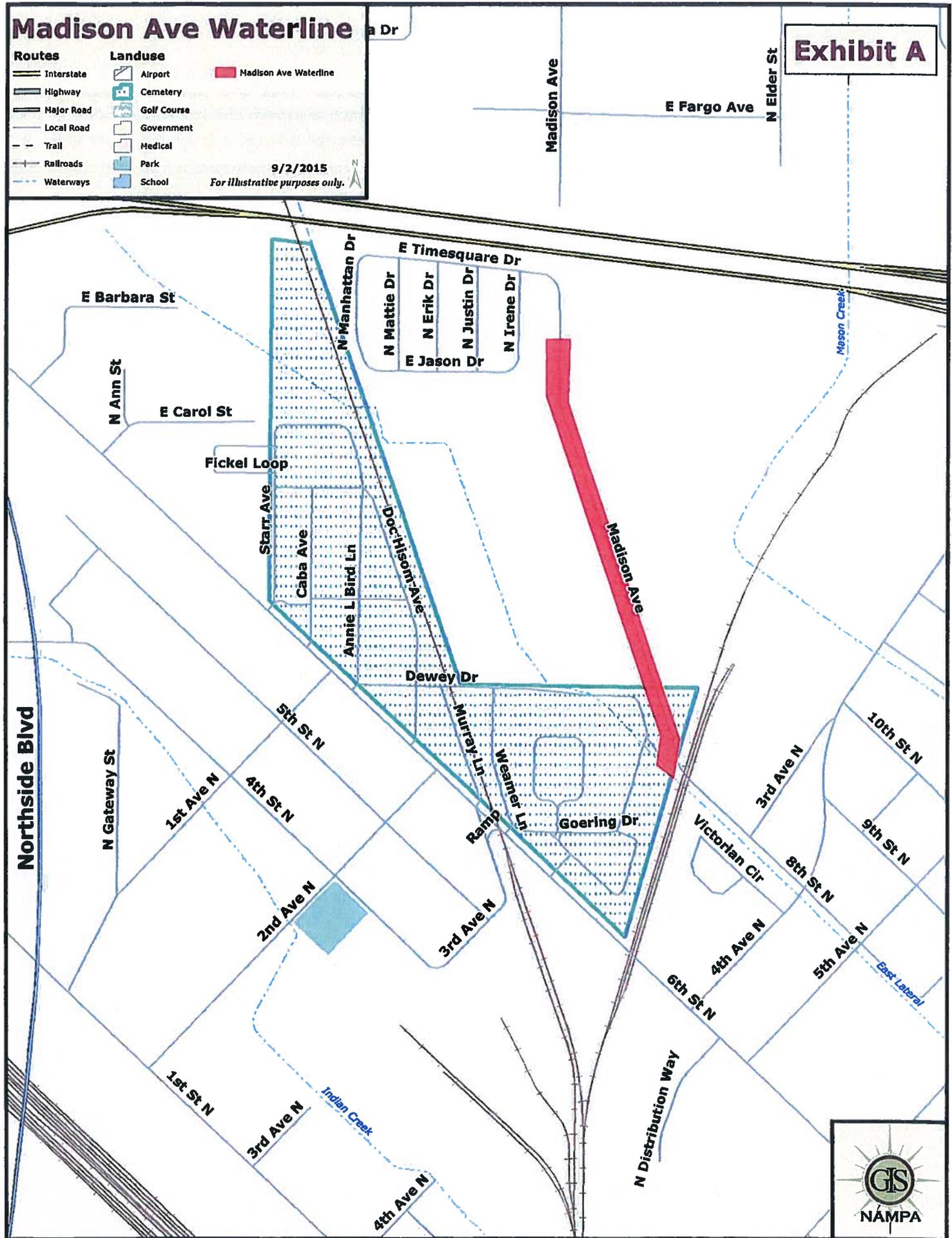
# Madison Ave Waterline

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

Madison Ave Waterline

9/2/2015  
 For illustrative purposes only.

**Exhibit A**



CITY OF NAMPA  
MADISON SOUTH OF I-84 DOMESTIC PIPELINE  
BID TABULATION

Item No.	IS/PMC Reference Number	Description	Quantity	Unit	Keller Estimate			L2 Excavation			Schmidt Const.			Titanium Excav.		
					Unit Price	Amount		Unit Price	Amount		Unit Price	Amount		Unit Price	Amount	
1	2010.4.1.A.1	Mobilization	1	LS	10%	\$ 25,732	\$ 25,732	\$ 15,800.00	\$ 15,800.00	\$ 17,000.00	\$ 17,000.00	\$ 9,610.00	\$ 9,610.00			
2	1103.4.1.A.1	Construction Traffic Control	1	LS	\$ 8,000	\$ 8,000	\$ 11,300.00	\$ 11,300.00	\$ 5,270.00	\$ 5,270.00	\$ 14,900.00	\$ 14,900.00				
3	1001.4.1.A.1	Sediment Control	1	LS	\$ 2,000	\$ 2,000	\$ 1,570.00	\$ 1,570.00	\$ 4,630.00	\$ 4,630.00	\$ 1,700.00	\$ 1,700.00				
4	303.4.1.A.1	Exploratory Excavation	10	HR	\$ 230	\$ 2,300	\$ 316.00	\$ 3,160.00	\$ 1,850.00	\$ 1,850.00	\$ 268.00	\$ 2,680.00				
5	306.4.1.E.1 (modified in SP)	Import Trench Backfill	2,170	LF	\$ 6	\$ 13,020	\$ 5.00	\$ 10,850.00	\$ 7.60	\$ 16,492.00	\$ 7.90	\$ 17,143.00				
6	307.4.1.E.1	Type "C" Surface Restoration	40	SY	\$ 24	\$ 960	\$ 10.90	\$ 436.00	\$ 14.90	\$ 596.00	\$ 17.20	\$ 688.00				
7	307.4.1.G.1 (modified in SP)	Type "P" Surface Restoration	1,800	SY	\$ 27	\$ 48,195	\$ 27.00	\$ 48,600.00	\$ 35.00	\$ 63,000.00	\$ 30.00	\$ 54,000.00				
8	401.4.1.A.1.a (modified in SP)	12" Water Main (City Provided)	2,100	LF	\$ 30	\$ 63,000	\$ 12.90	\$ 27,090.00	\$ 12.70	\$ 26,670.00	\$ 14.60	\$ 30,660.00				
9	401.4.1.A.1.b (modified in SP)	8" Water Main	50	LF	\$ 28	\$ 1,412	\$ 24.90	\$ 1,245.00	\$ 34.10	\$ 1,705.00	\$ 96.40	\$ 4,820.00				
10	401.4.1.A.1.c (modified in SP)	6" Water Main	10	LF	\$ 23	\$ 229	\$ 24.60	\$ 246.00	\$ 54.10	\$ 541.00	\$ 320.00	\$ 3,200.00				
11	401.4.1.A.1.d (modified in SP)	4" Water Main	10	LF	\$ 21	\$ 211	\$ 21.40	\$ 214.00	\$ 49.50	\$ 495.00	\$ 315.00	\$ 3,150.00				
12	401.4.1.B.1.a (modified in SP)	12" Fittings	12	EA	\$ 480	\$ 5,760	\$ 732.00	\$ 8,784.00	\$ 814.00	\$ 9,768.00	\$ 716.00	\$ 8,592.00				
13	401.4.1.B.1.b (modified in SP)	8" Fittings	6	EA	\$ 396	\$ 2,375	\$ 386.00	\$ 2,316.00	\$ 545.00	\$ 3,270.00	\$ 394.00	\$ 2,364.00				
14	401.4.1.B.1.c (modified in SP)	6" Fittings	7	EA	\$ 303	\$ 2,124	\$ 242.00	\$ 1,694.00	\$ 411.00	\$ 2,877.00	\$ 272.00	\$ 1,904.00				
15	401.4.1.B.1.d (modified in SP)	4" Fittings	6	EA	\$ 273	\$ 1,638	\$ 279.00	\$ 1,674.00	\$ 423.00	\$ 2,538.00	\$ 284.00	\$ 1,704.00				
16	402.4.1.A.1.a	12" Valve	5	EA	\$ 2,650	\$ 13,250	\$ 2,070.00	\$ 10,350.00	\$ 2,240.00	\$ 11,200.00	\$ 2,220.00	\$ 11,100.00				
17	402.4.1.A.1.b	10" Valve	1	EA	\$ 2,069	\$ 2,069	\$ 1,820.00	\$ 1,820.00	\$ 1,960.00	\$ 1,960.00	\$ 2,110.00	\$ 2,110.00				
18	402.4.1.A.1.c	8" Valve	2	EA	\$ 1,470	\$ 2,940	\$ 1,310.00	\$ 2,620.00	\$ 1,450.00	\$ 2,900.00	\$ 1,480.00	\$ 2,960.00				
19	402.4.1.A.1.d	6" Valve	2	EA	\$ 1,134	\$ 2,268	\$ 1,023.00	\$ 2,046.00	\$ 1,130.00	\$ 2,260.00	\$ 1,121.00	\$ 2,242.00				
20	402.4.1.A.1.e	4" Valve	2	EA	\$ 954	\$ 1,909	\$ 890.00	\$ 1,780.00	\$ 988.00	\$ 1,976.00	\$ 951.00	\$ 1,902.00				
21	402.4.1.A.1.f	12" Tapping Valve and Sleeve	1	EA	\$ 7,100	\$ 7,100	\$ 4,860.00	\$ 4,860.00	\$ 4,030.00	\$ 4,030.00	\$ 4,840.00	\$ 4,840.00				
22	402.4.1.A.1.g	8" Tapping Valve and Sleeve	1	EA	\$ 4,704	\$ 4,704	\$ 3,510.00	\$ 3,510.00	\$ 2,700.00	\$ 2,700.00	\$ 3,510.00	\$ 3,510.00				
23	403.4.1.A.1	Fire Hydrant Assembly	4	EA	\$ 3,906	\$ 15,624	\$ 4,110.00	\$ 16,440.00	\$ 4,250.00	\$ 17,000.00	\$ 4,020.00	\$ 16,080.00				
24	404.4.1.A.1 Added (See SPs)	1" Water Meter & Box	16	EA	\$ 1,271	\$ 20,328	\$ 866.00	\$ 13,856.00	\$ 708.00	\$ 11,328.00	\$ 803.00	\$ 12,848.00				
25	404.4.1.A.1 Added (See SPs)	Service Line Connection	17	EA	\$ 601	\$ 10,210	\$ 151.00	\$ 2,567.00	\$ 279.00	\$ 4,743.00	\$ 466.00	\$ 7,922.00				
26	404.4.1.A.1 Added (See SPs)	1" Water Service Line	410	LF	\$ 3	\$ 1,119	\$ 19.50	\$ 7,995.00	\$ 11.20	\$ 4,592.00	\$ 18.70	\$ 7,667.00				
27	SP100	Abandon/Remove Existing Valve	8	EA	\$ 293	\$ 2,344	\$ 112.00	\$ 896.00	\$ 162.00	\$ 1,296.00	\$ 447.00	\$ 3,576.00				
28	SP200	Traffic Rated Meter Lid	6	EA	\$ 647	\$ 3,881	\$ 753.00	\$ 4,518.00	\$ 270.00	\$ 1,620.00	\$ 343.00	\$ 2,058.00				
29	SP300	Cap Existing Water Line	2	EA	\$ 473	\$ 945	\$ 275.00	\$ 550.00	\$ 856.00	\$ 1,712.00	\$ 571.00	\$ 1,142.00				
30	SP400	Temporary Water Service to Brewery	1	LS	\$ 2,400	\$ 2,400	\$ 1,130.00	\$ 1,130.00	\$ 1,810.00	\$ 1,810.00	\$ 2,760.00	\$ 2,760.00				
31	SP500	Miscellaneous Site Work	1	CA	\$ 15,000	\$ 15,000	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00				
<b>Total:</b>					\$ 283,000	\$ 224,917.00	\$ 242,829.00	\$ 254,832.00								

Item No.	ISPC Reference Number	Description	Quantity	Unit	Blue Sky Const.			Irminger Const.			Anderson & Wood			Big Bile	
					Unit Price	Amount		Unit Price	Amount		Unit Price	Amount		Unit Price	Amount
1	2010.4.1.A.1	Mobilization	1	LS	\$ 18,000.00	\$ 18,000.00		\$ 12,025.00	\$ 12,025.00		\$ 16,005.00	\$ 16,005.00	\$ 15,086.53	\$ 15,086.53	
2	1103.4.1.A.1	Construction Traffic Control	1	LS	\$ 9,100.00	\$ 9,100.00		\$ 11,880.00	\$ 11,880.00		\$ 5,603.00	\$ 5,603.00	\$ 3,000.00	\$ 3,000.00	
3	1001.4.1.A.1	Sediment Control	1	LS	\$ 4,250.00	\$ 4,250.00		\$ 3,000.00	\$ 3,000.00		\$ 1,008.39	\$ 1,008.39	\$ 1,500.00	\$ 1,500.00	
4	303.4.1.A.1	Exploratory Excavation	10	HR	\$ 340.00	\$ 3,400.00		\$ 150.00	\$ 1,500.00		\$ 1,792.00	\$ 17,920.00	\$ 250.00	\$ 2,500.00	
5	306.4.1.E.1 (modified in SP)	Import Trench Backfill	2,170	LF	\$ 8.20	\$ 17,794.00		\$ 13.00	\$ 28,210.00		\$ 17.16	\$ 37,237.20	\$ 15.00	\$ 32,550.00	
6	307.4.1.E.1	Type "C" Surface Restoration	40	SY	\$ 18.70	\$ 748.00		\$ 25.00	\$ 1,000.00		\$ 538.57	\$ 21,542.80	\$ 7.50	\$ 300.00	
7	307.4.1.G.1 (modified in SP)	Type "P" Surface Restoration	1,800	SY	\$ 23.64	\$ 42,552.00		\$ 24.00	\$ 43,200.00		\$ 21.66	\$ 38,988.00	\$ 36.00	\$ 64,800.00	
8	401.4.1.A.1.a (modified in SP)	12" Water Main (City Provided)	2,100	LF	\$ 19.10	\$ 40,110.00		\$ 32.00	\$ 67,200.00		\$ 18.46	\$ 38,766.00	\$ 20.50	\$ 43,050.00	
9	401.4.1.A.1.b (modified in SP)	8" Water Main	50	LF	\$ 28.13	\$ 1,406.50		\$ 50.00	\$ 2,500.00		\$ 22.45	\$ 1,122.50	\$ 93.10	\$ 4,655.00	
10	401.4.1.A.1.c (modified in SP)	6" Water Main	10	LF	\$ 25.00	\$ 250.00		\$ 40.00	\$ 400.00		\$ 31.02	\$ 310.20	\$ 222.74	\$ 2,227.40	
11	401.4.1.A.1.d (modified in SP)	4" Water Main	10	LF	\$ 20.00	\$ 200.00		\$ 30.00	\$ 300.00		\$ 28.36	\$ 283.60	\$ 217.50	\$ 2,175.00	
12	401.4.1.B.1.a (modified in SP)	12" Fittings	12	EA	\$ 735.00	\$ 8,820.00		\$ 725.00	\$ 8,700.00		\$ 991.60	\$ 11,899.20	\$ 580.00	\$ 6,960.00	
13	401.4.1.B.1.b (modified in SP)	8" Fittings	6	EA	\$ 321.00	\$ 1,926.00		\$ 450.00	\$ 2,700.00		\$ 471.68	\$ 2,830.08	\$ 290.00	\$ 1,740.00	
14	401.4.1.B.1.c (modified in SP)	6" Fittings	7	EA	\$ 188.00	\$ 1,316.00		\$ 350.00	\$ 2,450.00		\$ 380.46	\$ 2,663.22	\$ 252.00	\$ 1,764.00	
15	401.4.1.B.1.d (modified in SP)	4" Fittings	6	EA	\$ 197.50	\$ 1,185.00		\$ 350.00	\$ 2,100.00		\$ 372.71	\$ 2,236.26	\$ 221.00	\$ 1,326.00	
16	402.4.1.A.1.a	12" Valve	5	EA	\$ 2,532.00	\$ 12,660.00		\$ 2,250.00	\$ 11,250.00		\$ 2,044.62	\$ 10,223.10	\$ 2,150.00	\$ 10,750.00	
17	402.4.1.A.1.b	10" Valve	1	EA	\$ 2,267.00	\$ 2,267.00		\$ 2,000.00	\$ 2,000.00		\$ 1,689.42	\$ 1,689.42	\$ 1,900.00	\$ 1,900.00	
18	402.4.1.A.1.c	8" Valve	2	EA	\$ 2,665.00	\$ 5,330.00		\$ 1,500.00	\$ 3,000.00		\$ 1,311.39	\$ 2,622.78	\$ 1,400.00	\$ 2,800.00	
19	402.4.1.A.1.d	6" Valve	2	EA	\$ 1,812.00	\$ 3,624.00		\$ 1,200.00	\$ 2,400.00		\$ 912.43	\$ 1,824.86	\$ 1,000.00	\$ 2,000.00	
20	402.4.1.A.1.e	4" Valve	2	EA	\$ 1,492.00	\$ 2,984.00		\$ 1,000.00	\$ 2,000.00		\$ 773.68	\$ 1,547.36	\$ 800.00	\$ 1,600.00	
21	402.4.1.A.1.f	12" Tapping Valve and Sleeve	1	EA	\$ 4,365.00	\$ 4,365.00		\$ 4,500.00	\$ 4,500.00		\$ 3,734.23	\$ 3,734.23	\$ 4,662.00	\$ 4,662.00	
22	402.4.1.A.1.g	8" Tapping Valve and Sleeve	1	EA	\$ 2,245.00	\$ 2,245.00		\$ 3,500.00	\$ 3,500.00		\$ 3,002.05	\$ 3,002.05	\$ 2,909.00	\$ 2,909.00	
23	403.4.1.A.1	Fire Hydrant Assembly	4	EA	\$ 4,185.00	\$ 16,740.00		\$ 4,300.00	\$ 17,200.00		\$ 3,913.97	\$ 15,655.88	\$ 4,970.33	\$ 19,881.32	
24	404.4.1.A.1 Added (See SPs)	1" Water Meter & Box	16	EA	\$ 1,270.00	\$ 20,320.00		\$ 600.00	\$ 9,600.00		\$ 961.71	\$ 15,387.36	\$ 1,600.00	\$ 25,600.00	
25	404.4.1.A.1 Added (See SPs)	Service Line Connection	17	EA	\$ 415.00	\$ 7,055.00		\$ 500.00	\$ 8,500.00		\$ 390.06	\$ 6,631.02	\$ 1,110.00	\$ 18,870.00	
26	404.4.1.A.1 Added (See SPs)	1" Water Service Line	410	LF	\$ 3.05	\$ 1,250.50		\$ 35.00	\$ 14,350.00		\$ 9.26	\$ 3,796.60	\$ 37.10	\$ 15,211.00	
27	SP100	Abandon/Remove Existing Valve	8	EA	\$ 610.00	\$ 4,880.00		\$ 400.00	\$ 3,200.00		\$ 268.80	\$ 2,150.40	\$ 750.00	\$ 6,000.00	
28	SP200	Traffic Rated Meter Lid	6	EA	\$ 1,256.00	\$ 7,536.00		\$ 250.00	\$ 1,500.00		\$ 542.81	\$ 3,256.86	\$ 300.00	\$ 1,800.00	
29	SP300	Cap Existing Water Line	2	EA	\$ 250.00	\$ 500.00		\$ 300.00	\$ 600.00		\$ 591.24	\$ 1,182.48	\$ 350.00	\$ 700.00	
30	SP400	Temporary Water Service to Brewery	1	LS	\$ 5,600.00	\$ 5,600.00		\$ 3,000.00	\$ 3,000.00		\$ 2,850.00	\$ 2,850.00	\$ 3,500.00	\$ 3,500.00	
31	SP500	Miscellaneous Site Work	1	CA	\$ 15,000.00	\$ 15,000.00		\$ 15,000.00	\$ 15,000.00		\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
<b>Total:</b>					\$ 263,414.00	\$ 288,765.00		\$ 288,969.85	\$ 316,817.25		\$ 288,969.85	\$ 316,817.25		\$ 316,817.25	

**PROFESSIONAL SERVICES AGREEMENT**  
**Construction Management and Inspection**  
**Madison South of I-84 Domestic Pipeline Project**

- On December 7, 2015 Council authorized selection of HDR as the Capital Improvement Projects Program Management Consultant.
- The HDR team includes Murray, Smith & Associates, Inc. for construction inspection.
- HDR has provided a Scope of Work and Labor Estimate for Construction Management and Inspection services on the Madison South of I-84 Domestic Pipeline Project in the amount of \$26,888 (Exhibit A)
- Council authorized Consent to Bid of the Madison South of I-84 Domestic Pipeline Project on January 19, 2016.
- Engineering recommends approval of this task order.

**REQUEST:** Authorize Mayor and Public Works Director to sign Task Order and Contract with HDR Engineering, Inc. for Construction Management and Inspection Services on the Madison South of I-84 Domestic Pipeline Project in the amount of \$26,888 (T&M N.T.E.)

**TASK ORDER NO. 018-04 (HDR) FOR PROJECT NO. \_\_\_\_\_ AND/OR  
PROJECT NAME MADISON SOUTH OF I-84 DOMESTIC PIPELINE FOR  
PROFESSIONAL SERVICES AGREEMENT STANDARD TERMS AND CONDITIONS  
FOR CITY OF NAMPA**

Consultant Project No. \_\_\_\_\_

THIS TASK ORDER, entered into this 16<sup>th</sup> day of February, 2016, between The City of Nampa, Canyon County Idaho, hereinafter referred to as the CITY, and **HDR Engineering, Inc.**, hereinafter referred to as the CONSULTANT, is subject to the provisions of the Professional Services Agreement Standard Terms and Conditions, dated December 7, 2015, hereinafter referred to as the AGREEMENT.

**WITNESSETH:**

WHEREAS, the CITY intends to seek **Construction Management and Inspection (CMI) services during construction of the Madison South of I-84 Domestic Pipeline project (construction of approximately 2,000 LF of 12-inch waterline)**, hereinafter referred to as the PROJECT. NOW, THEREFORE, the CITY and CONSULTANT in consideration of their mutual covenants herein agree in respect as set forth below.

**CLIENT INFORMATION AND RESPONSIBILITIES:**

The CITY will provide to CONSULTANT the data and/or services specified in the AGREEMENT.

In addition, the CITY will furnish to CONSULTANT: N/A

**SERVICES TO BE PERFORMED BY CONSULTANT:**

CONSULTANT will provide engineering services as outlined in **Madison South of I-84 Domestic Pipeline Scope of Work dated February 1, 2016.**

**MISCELLANEOUS PROFESSIONAL SERVICES CONTRACT**

**SCHEDULE OF SERVICES TO BE PERFORMED:**

CONSULTANT will perform said services within **75** calendar days **after Construction Contract Notice to Proceed (NTP) is issued** related to this TASK ORDER.

**BASIS OF FEE AND BILLING SCHEDULE:**

The CITY will pay CONSULTANT for its services and reimbursable expenses as follows:

**\$26,888.00 T&M NTE**

Remarks:



# Scope of Work

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Date: February 1, 2016

Task Order Number: 4

Project Number: 04-1527

Project Name: Madison South of I-84 Domestic Pipeline

Company Address:

HDR Engineering, Inc.  
412 E. Parkcenter Blvd., Suite 100

Project Manager/Contact Information:

Richard Kinder, P.E.  
208.387.7058

Contract Amount: \$26,888 (T/M NTE)

Duration: 75 Days after Construction Contract NTP (assumed to be before March 1, 2016)

## **Project Description and Assumptions**

This task order provides Construction Management and Inspection (CMI) services during the construction of the Madison South of I-84 Domestic Pipeline project, construction of approximately 2,000 LF of 12-inch waterline. Murray, Smith & Associates, Inc. (MSA), working as a sub-consultant to HDR, will provide CM services to confirm contractor's activities generally conform to the contract documents in accordance with the following.

## **Key Understandings:**

Construction will be in accordance with:

1. Contract plans, specifications and permits prepared by the Engineer of Record (EOR)
  - a. Idaho Standards for Public Works Construction (ISPWC)
  - b. City of Nampa Supplemental Specifications to the ISPWC
  - c. Addenda issued prior to bid opening
2. EOR is Keller Associates.
3. MSA will serve on behalf of the City and be the main point of contact for the Contractor.
4. Construction Management services will be dictated by the Contractor's construction schedule.
5. Quality control (QC) is the responsibility of the Contractor in accordance with ISPWC General Conditions Section 6.22, Quality Control. Quality assurance testing of materials is not required.
6. Contractor is responsible to develop and submit erosion control and traffic control plans for review and approval.
7. Safety is the responsibility of the Contractor.

8. Contractor and City will lead any public notification and involvement activities. Public involvement support by MSA, if needed, will be treated as additional services.
9. Contractor will provide construction staking. Survey QC, if needed, will be treated as additional services.
10. Claim support, if needed, will be treated as additional services.
11. Construction management software (e.g. e-Builder, EADOC) will not be utilized on this project.

***Activities provided by the City:***

1. An authorized representative who is responsible for the project and will make decisions regarding significant issues and change orders.
2. Provide project plans, specifications and permits to MSA.
3. Solicit and administer construction bidding and issue award of construction contract and notice to proceed.
4. Review and approve change orders.
5. Prepare notification for water shut-down
6. Operate water system (e.g. close valves) as required.
7. Provide legal council if needed for claims review.
8. Prepare closeout change order to zero out contract.

***Activities provided by the Engineer of Record (EOR):***

1. Provide Contract Documents, including plans, specifications, opinion of probable construction cost, and time determination to City.
2. Provide Bid Documents to City for bidding purposes.
3. Conduct the pre-bid meeting and prepare notes accordingly.
4. Review bid comments, prepare addenda, and assist in answering bid inquiries.
5. Prepare bid summary and assist in reviewing bids.
6. Review submittals, shop drawings, and change order requests.
7. Respond to technical RFIs.
8. Coordinate with MSA on construction document interpretation.
9. Review contractor supplied as-built drawings and develop record drawings based on as-built drawings. Record drawings will be submitted to the City in hard copy and PDF and AutoCAD format.

***Assumptions for estimating MSA time:***

1. The duration of construction is anticipated to take a total of 4 weeks (after contractor mobilizations and submittal approval).

2. The duration of close-out activities is anticipated to take a total of 2 weeks.
3. One Resident Project Representative (RPR) will be assigned to the project. A Senior RPR will provide overall review on CEI tasks, and administrative staff will assist in processing invoices, submittals, RFIs, construction schedules, change orders, and pay estimates.

## **MSA Scope of Services**

### **1. Project Management**

- 1.1. Kick Off Meeting – MSA will prepare agenda and conduct meeting with CITY staff and EOR to discuss project approach, schedule, available information, etc. MSA will record meeting minutes and transmit to CITY within one business day.
- 1.2. Budget and Tracking – MSA to provide monthly progress report(s), detailing expenditures per task to date, percent of budget spent and percent complete. Provide schedule updates, progress report(s) and revisions (*if necessary*). Monthly progress report(s) will be submitted with monthly invoice(s).

### **2. Construction Engineering and Inspection (CEI)**

- 2.1. Pre-Construction Meeting – MSA will review construction documents, schedule meeting, prepare agenda, sign-in sheet and administer meeting. Attendees should include CITY, CONTRACTOR, MSA, EOR, and all interested agencies. Topics to be discussed can include but not limited to: CONTRACTOR Project Approach and Schedule, Project Information, Utility Coordination, etc. MSA will record meeting minutes and transmit to CITY within one business day.
- 2.2. Contract Administration – MSA will provide contract administration that includes: maintaining documents and records, reviewing and recommending pay estimates provided by the Contractor, processing submittals and RFIs through the EOR, processing change orders through the City, reviewing Contractor's construction schedule. The budget assumes the following:
  - Submittals – process 5 submittals through the EOR at 2 hrs/submittal
  - RFIs – process 5 RFIs through the EOR at 2 hrs/RFI
  - Construction schedule – review 2 schedules at 4 hrs/schedule
  - Change orders – analyze and process 2 change orders at 8 hrs/change order
  - Pay estimates – review and recommend 3 pay estimates at 6 hrs/pay estimate
- 2.3. Construction Inspection – MSA will observe construction activities as needed. Can include but not limited to: Construction Diaries, Review Materials Certification, Review Testing Procedure

and Results, Workmanship Approval, Quantity Tracking, Traffic Control Plan Review and Coordination, Erosion and Sediment Control Compliance, Utility Coordination, Punch List, etc.

The budget assumes that the RPR will spend 20 hours/week on-site during construction.

2.4. Project Close-out – MSA will prepare project documentation to close out the project, including conducting inspections for substantial and final completion, reviewing as-built drawings received from the Contractor, and compiling project records.

## **Project Schedule**

- Pre-Bid Start: February 2, 2016
- Bid Opening: February 8, 2016
- Substantial Completion: 60 days from NTP
- Final Completion: 75 days from NTP

## **Cost of Services**

Serves will be on a time and materials not-to-exceed (NTE) basis.

Project Management \$ 1,040

CE&I \$ 25,848

Total Cost of Services: \$ 26,888

A labor estimate and cost summary is shown in Table 1.

**Table 1  
Total Project Costs**

Task	Labor Hours			Total Hours	Total Cost
	Senior RPR (\$178/hr)	RPR (\$114/hr)	Admin (\$50/hr)		
<b><i>Task 1 – Project Management</i></b>					
Task 1.1 – Kick-off Meeting	2	-	-	2	\$356
Task 1.2 – Budget and Tracking	3	-	3	6	\$684
<b><i>Task 1 Total</i></b>	<b>5</b>	<b>-</b>	<b>-</b>	<b>8</b>	<b>\$1,040</b>
<b><i>Task 2 – Construction Engineering and Inspection</i></b>					
Task 2.1 – Pre-Construction Meeting	4	8	1	13	\$1,674
Task 2.2 – Construction Administration	8	43	13	64	\$6,976
Task 2.3 – Construction Inspection	12	116	-	128	\$15,880
Task 2.4 – Construction Closeout	1	10	-	11	\$1,318
<b><i>Task 2 Total</i></b>	<b>25</b>	<b>177</b>	<b>14</b>	<b>220</b>	<b>\$25,848</b>
<b>Project Total</b>	<b>30</b>	<b>177</b>	<b>17</b>	<b>228</b>	<b>\$26,888</b>

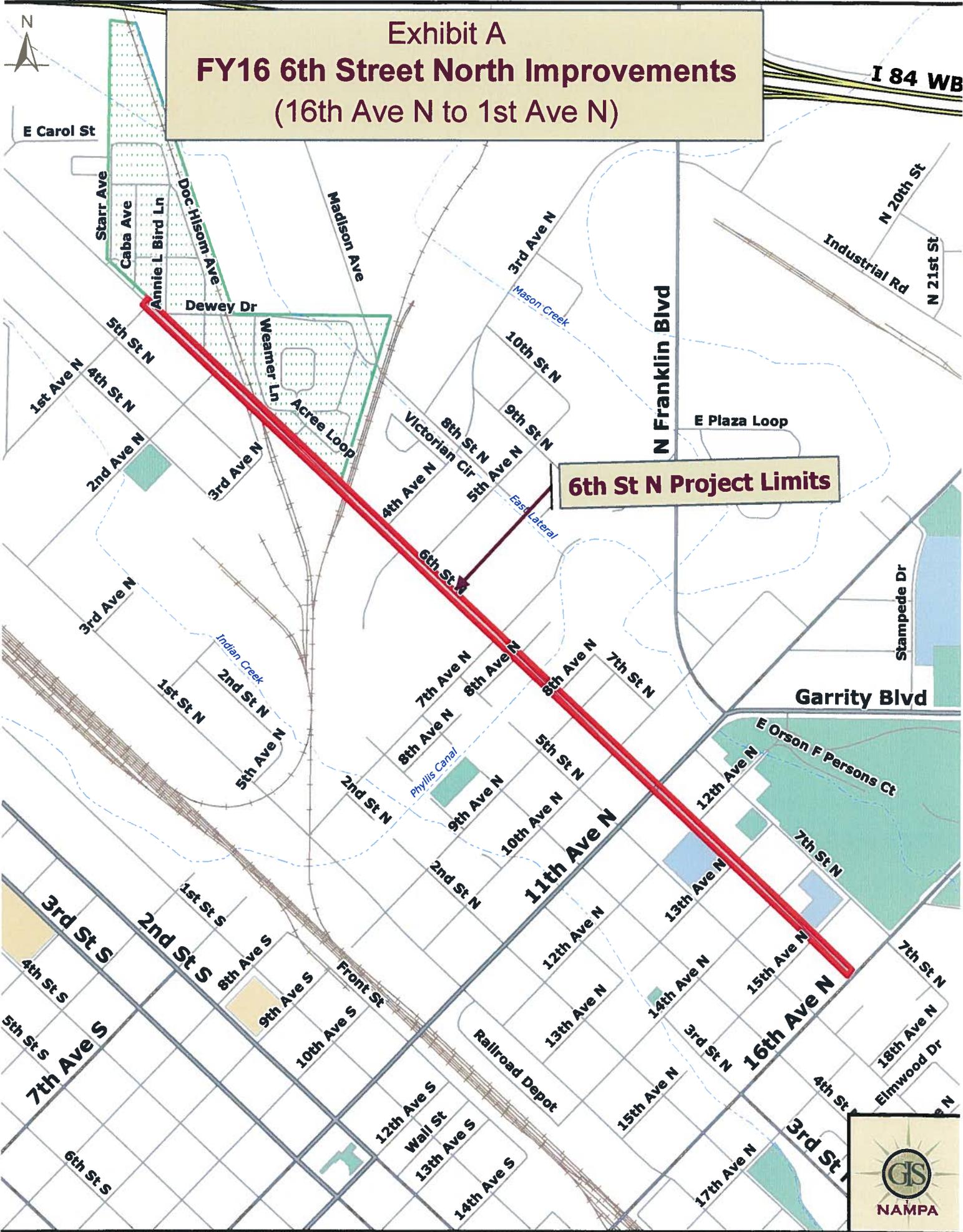
**PROFESSIONAL SERVICES AUTHORIZATION  
6TH STREET NORTH ROADWAY  
AND WATERLINE IMPROVEMENTS  
(16th Avenue North to 1st Avenue North)**

- Engineering, as part of the FY16 Public Works Asset Management Program, identified 6th Street North from 16<sup>th</sup> Avenue North to 1<sup>st</sup> Avenue North as a failed roadway and in need of rehab or reconstruction (Exhibit A)
- The project includes full roadway reconstruction from 16<sup>th</sup> Avenue North to 1st Avenue North, asphalt surfacing, ADA pedestrian ramps, miscellaneous concrete curb/gutter & sidewalk, signage, pavement markings and replacement of water and pressure irrigation lines
- For FY16, HDR Consulting was selected to oversee construction engineering and inspection (CE&I) services for City capital improvement projects
- Due to timing (the HDR contract was not yet in place), T.O. Engineers included CE&I in the original Task Order for the project approved by Council in September of 2015
- Staff has negotiated a Scope of Work and fee with HDR (Exhibit B) for CE&I services and a reduction in scope (eliminating CE&I services) with T.O. Engineering
- The estimated project costs are as follows:

Roadway Reconstruction	\$ 1,401,036.52
Water & Pressure Irrigation Line Replacement	\$ 657,460.00
T.O. Professional Design Services	\$ 224,219.00
HDR Professional CE&I Services	\$ 148,744.48
<i>Total</i>	<i>\$ 2,431,460.00</i>
- Funding is from FY16 Pavement Management/Streets and FY16 Water Enterprise. Budget amendment is forthcoming for unspent funds to be rolled over in Streets and unforeseen water/pressure irrigation costs.
- Engineering has reviewed the Scope of Work and recommends authorization of the Task Order

**REQUEST:** Council Authorize Mayor and Public Works Director to sign Professional Services Task Order and Contract with HDR, Inc. for the 6<sup>th</sup> Street North Roadway and Waterline Improvements (16th Avenue North to 1st Avenue North) in the amount of \$148,744.48 (NTE)

# Exhibit A FY16 6th Street North Improvements (16th Ave N to 1st Ave N)





# Scope of Work

---

Date: February 2, 2016

Task Order Number: 3

Project Number: 02-1529

Project Name: 6<sup>th</sup> St N. Waterline Replacement and Road Reconstruction

Consultant Company Address:

HDR Engineering, Inc.  
412 E. Parkcenter Blvd., Suite 100  
Boise, ID 83706-6659

Consultant Project Manager/Contact Information:

Richard Kinder, P.E.  
208-387-7058 (office)  
208-631-9653 (cell)  
richard.kinder@hdrinc.com

Contract Amount: \$ 148,744.48 (T/M NTE)

Duration: February 15 – December 2, 2016 (10 months)

## Project Description and Assumptions:

This task order provides Public Involvement (PI) and Construction Management (CM) services to support the waterline replacement and road reconstruction of 6<sup>th</sup> St. N. from 1<sup>st</sup> Ave. N. to 16<sup>th</sup> Ave N. The project generally consists of constructing new 12" diameter waterline and reconstructing the roadway in three phases, including the following.

- New 12" diameter waterline from 1<sup>st</sup> Ave. N. to 4<sup>th</sup> Ave. N. and from 9<sup>th</sup> Ave. N. to 16<sup>th</sup> Ave. N., including services, hydrants, and connections to existing laterals.
- New 12" diameter pressure irrigation lines and connections to existing laterals from 12<sup>th</sup> Ave. N. to 16<sup>th</sup> Ave. N.
- Reconstruct roadway from 1<sup>st</sup> Ave. N. to 16<sup>th</sup> Ave. N. including gravel base, asphalt surfacing, ADA pedestrian ramps, miscellaneous concrete repair, signage and pavement markings.
- PUC utility relocates to accommodate reconstructed roadway at various locations.
- Improve railroad crossings (2 ea.).
- New signal conduit from 11<sup>th</sup> Ave. N. to 16<sup>th</sup> Ave. N.

**Key Understandings:**

1. Construction will be in accordance with:
  - a. Contract plans, specifications and permits prepared by the Engineer of Record
  - b. Idaho Standards for Public Works Construction (ISPWC)
  - c. City of Nampa Supplemental Specifications to the ISPWC
  - d. Addenda issued prior to bid opening
2. Construction is anticipated to commence June 6, 2016 and complete by October 25, 2016.
3. Engineer of Record is T-O Engineers.
4. HDR will serve as the Resident Engineer on behalf of the City and be the main point of contact for the Contractor.
5. Services will be dictated by the Contractor's construction schedule.
6. Quality control is the responsibility of the Contractor in accordance with ISPWC General Conditions section 6.22, Quality Control. Quality assurance testing of materials is not required.
7. Safety is the responsibility of the Contractor.
8. Survey QC if needed will be treated as additional services.
9. Claim support if needed will be treated as additional services.

**Activities provided by the City:**

1. An authorized representative who is responsible for the project and will make decisions regarding significant issues and change orders.
2. Provide project plans, specifications and permits to CONSULTANT.
3. Solicit and administer construction bidding and issue award of construction contract and notice to proceed.
4. Review and approve change orders.
5. Provide legal council if needed for claims review.

**Activities provided by the Engineer of Record:**

1. Provide Contract Documents, including plans, specifications, opinion of probable construction cost, and time determination to City.
2. Conduct the public open house prior to finalizing plans, including preparing all project display boards.
3. Provide Bid Documents to City for bidding purposes.
4. Conduct the pre-bid meeting and prepare notes accordingly.
5. Review bid comments, prepare addenda, and advise the on bid inquiries.
6. Prepare bid summary and assist in reviewing bids.
7. Attend the pre-construction meeting and respond to contractor questions.
8. Obtain ingress/egress authorization from residences as needed for construction on private property.
9. Review submittals and shop drawings and respond to technical RFIs.
10. Review as-built drawings and deliver said drawings to City in hard copy and PDF and AutoCAD format.

**Assumptions for estimating Consultant time:**

1. The duration of construction is anticipated to take a total of twenty-one weeks.
2. The duration of close-out activities is anticipated to take a total of five weeks.
3. One Resident Engineer is anticipated for the duration of the project up to 40 hours per week during construction. In addition, time is anticipated up to 30 hours during project close-out.
4. One Contract Administrator is anticipated for the duration of the project. The time anticipated is dependent on the number of submittals and RFIs, schedules, change orders and pay estimates to process as identified below. In addition, time is anticipated up to 40 hours during close-out.
  - a. Submittals – process 50 submittals through the EOR at 3 hrs/submittal
  - b. RFIs – process 25 RFIs through the EOR at 3 hrs/RFI
  - c. Construction schedule – review 6 schedules at 4 hrs/schedule
  - d. Change orders – analyze and process 8 change orders at 8 hrs/change order
  - e. Pay estimates – review and recommend 6 pay estimates at 6 hrs/pay estimate

### **Scope of Services by Consultant**

#### **1. Project Management**

- 1.1. Kick Off Meeting – CONSULTANT will prepare agenda and conduct meeting with CITY staff and EOR to discuss project approach, schedule, available information, etc. CONSULTANT will record meeting notes and transmit to CITY within one business day. Meeting will be attended by the PM, RE and PI for up to 2 hours.

#### **2. Services During Design**

- 2.1. Constructability Review – CONSULTANT will review final plans prior to bidding to identify and recommend possible modifications to the documents that may enhance communication of design requirements for better clarity, consistency and completeness during bidding; review the bidding strategy for appropriate use of bid alternatives, allowances, and additive/deductive bid items, and identify modifications that may improve coordination of the elements of the bidding and contract documents. Assume one review.
- 2.2. Engineers Construction Cost Estimate – CONSULTANT will review opinion of probable cost estimates developed by the EOR. CONSULTANT will compare estimated unit prices for items of work with historical unit prices of similar work and quantity. CONSULTANT will prepare letter report summarizing findings. Assume one review.
- 2.3. Engineers Time Determination – CONSULTANT will review the time determination developed by the EOR. CONSULTANT will analyze the sequencing and logic ties of major work activities. The CONSULTANT will analyze durations assigned to major work activities based on historical production rates. CONSULTANT will prepare letter report summarizing findings. Assume one review.

#### **3. Public Involvement**

- 3.1. Open House – CONSULTANT will attend the open house conducted by the EOR and respond to questions regarding construction. Open house will be attended by the RE and PI for up to 4 hours. The open house will be conducted by the EOR.
  - 3.2. Public Involvement Plan – CONSULTANT will prepare a public involvement plan for use during construction phase.
  - 3.3. Public Relations Training – CONSULTANT will facilitate one training session with City, Contractor, RE and Inspector on proper public relations protocol. Training session by the PI will take up to 4 hours at City offices.
  - 3.4. Project Web Page – CONSULTANT will provide text and graphics, including a graphic map of construction phases, for the City's project webpage. The City will develop and update the webpage. CONSULTANT will provide updated flyers and information as needed (approximately once per month during construction activities).
  - 3.5. Public Involvement – Using the stakeholder data base developed by the EOR, CONSULTANT will prepare flyers to distribute either by mailing and/or email messages prior to the beginning of construction and before the start of subsequent construction phases. CONSULTANT will prepare press releases for distribution by the City and will email flyers once per month to keep the stakeholders current with project status. CONSULTANT will meet face-to-face for up to 1 hour with up to 15 concerned citizens during construction.
4. Bid Administration and Support
    - 4.1. Pre-Bid Meeting - CONSULTANT will attend meeting conducted by the EOR. Meeting will be attended by the PM, RE, and CA for up to 3 hours.
    - 4.2. Bid Administration – if necessary, CONSULTANT will assist City and EOR will reviewing bid comments, preparing addendum, and advising CITY on bid inquiries. Assume one addendum will be issued.
    - 4.3. Bid Opening – CONSULTANT will review recommendation on construction contract award from EOR.
5. Construction Engineering and Inspection, Administration Assistance
    - 5.1. Pre-Construction Meeting – CONSULTANT will schedule meeting, prepare agenda, sign-in sheet and administer meeting. Attendees should include CITY, CONTRACTOR, CONSULTANT, EOR, and all interested agencies. Topics to be discussed can include but are not limited to: CONTRACTOR Project Approach and Schedule, Project Information, Utility Coordination, etc. CONSULTANT will record meeting notes and transmit to CITY within one business day. Meeting will be attended by the PM, RE and CA for up to 4 hours.
    - 5.2. Contract Administration – CONSULTANT will log submittals and RFIs received from the Contractor. CONSULTANT will transmit submittals and RFIs to the EOR for review and action. CONSULTANT will

review the baseline construction schedule and subsequent schedule updates submitted by the Contractor. CONSULTANT will review and process pay estimates received by the Contractor. CONSULTANT will process change orders. The number of submittals, RFIs, schedules, pay estimates, and change orders are noted under Assumptions above.

5.3. Construction Inspection – CONSULTANT will observe construction activities for conformance with contract documents. Services will include: preparing construction diaries, obtaining materials certification and test reports, observing testing procedure by CONTRACTOR, tracking quantities, and observing erosion and sediment control compliance. The level of effort anticipated is more described under Assumptions above.

5.4. Project Close-out – CONSULTANT will prepare project documentation to close out the project, including conducting inspections for substantial and final completion, reviewing record drawings received from the Contractor, and compiling project records.

## **Project Schedule**

NTP: February 15, 2016

Public Open House: February 16, 2016

PS&E Review: March 11, 2016

Bid Advertisement: March 31, 2016

Open Bids: April 21, 2016

Council Award: May 2, 2016

Construction Start: June 6, 2016

Construction Completion: October 25, 2016

Close-out completed: December 2, 2016

## **Cost of Services**

Serves will be on a time and materials not-to-exceed (NTE) basis.

Project Management \$ 719.66

Services During Design \$ 6,143.21

Public Involvement \$ 14,481.18

Bid Support \$ 1,713.15

CE&I \$ 125,687.28

Total Cost of Services: \$ 148,744.48

Attached is the labor estimate and cost summary.

# Man-hour Estimate

Consultant: HDR  
 Task Order: 3  
 Project Name: 6th St. N Waterline Replacement and Road Reconstruction  
 Project: 02-1528

TASK #	TASK DESCRIPTION	Total Costs	Total Hours	Project Manager Mich Kinder	President Engineer John Singleton	Contract Admin. Jessica Dovel	Inspector Walter Bekker	Public Involvement Stephaine Borders	Accountant Cheryl Reed
1	<b>PROJECT MANAGEMENT</b>	\$ 719.66	6	2	2			2	73.29
1.1	Kick-Off Meeting	\$ 719.66	6	2	2			2	
2	<b>SERVICES DURING DESIGN</b>	\$ 6,143.21	63	11	32	20			
2.1	Constructability Review (1 ea)	\$ 4,648.40	48	8	24	16			
2.2	Engineers Construction Cost Estimate (1 ea)	\$ 1,034.46	10	2	8				
2.3	Engineers Time Determination (1 ea)	\$ 460.35	5	1		4			
3	<b>PUBLIC INVOLVEMENT</b>	\$ 14,481.18	122	10	8		4	100	
3.1	Open House (1 ea)	\$ 1,233.51	11	1	4			6	
3.2	Public Involvement Plan	\$ 864.47	7	1				6	
3.3	Public Relations Training	\$ 2,124.80	20		4		4	12	
3.4	Project Web Page	\$ 1,193.80	10					10	
3.5	Public Involvement	\$ 9,064.60	74	8				66	
4	<b>BID ADMINISTRATION AND SUPPORT</b>	\$ 1,713.15	16	5	8	3			
4.1	Pre-Bid Meeting	\$ 855.47	9	3	3	3			
4.2	Bid Administration	\$ 424.97	4	1	3				
4.3	Bid Opening	\$ 332.71	3	1	2				
5	<b>CONSTRUCTION ENGINEERING AND INSPECTION</b>	\$ 125,687.28	1365	96	874	395			
5.1	Pre-Construction Meeting	\$ 1,430.04	14	4	4	6			
5.2	Contract Administration	\$ 33,459.94	391	42		349			
5.3	Construction Inspection	\$ 83,722.38	882	42	840				
5.4	Project Close-out	\$ 7,074.92	78	8	30	40			
	<b>TOTAL COSTS &amp; HOURS</b>	\$ 148,744.48	1572	124	924	418	4	102	

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ANNEXING A PORTION OF THE BOISE KUNA IRRIGATION DISTRICT INTO THE MUNICIPAL IRRIGATION DISTRICT OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND CHANGING THE BOUNDARIES THEREOF; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.**

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

**Section 1:** That the following described real property, and all thereof, be, and the same is hereby annexed and made a part of the Municipal Irrigation District of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to wit:

**See Exhibit "A" attached hereto and incorporated herein by this reference.**

**Section 2:** That the City Engineer is hereby directed to alter the Use and Area Map in accordance with this Ordinance.

**PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, this 16<sup>th</sup> day of February, 2016**

**APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 16<sup>th</sup> day of February, 2016**

Approved:

By \_\_\_\_\_  
ROBERT L. HENRY, Mayor

Attest:

By \_\_\_\_\_  
DEBORAH L. BISHOP, City Clerk

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF CANYON        )

On this 16th day of February, 2016, before me the undersigned, a Notary Public in and for said State personally appeared ROBERT L. HENRY and DEBORAH L. BISHOP, known or identified to me to be the Mayor and City Clerk, respectively, of the City of Nampa, Idaho, an Idaho municipal corporation, that executed the said instrument, and acknowledged to me that such city executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residence: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\*SEAL

## **EXHIBIT "A"**

### **BOISE KUNA IRRIGATION DISTRICT**

- Carriage Hill North Subdivision No. 3, more particularly described in the plat thereof, as shown by Book 45, Page 1 of Plats, records of Canyon County, Idaho (comprising approximately 16.45 acres, more or less).

**ORDINANCES OF THE CITY OF NAMPA  
NOTICE OF ADOPTION AND SUMMARY OF  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ANNEXING A PORTION OF THE BOISE KUNA IRRIGATION DISTRICT INTO THE MUNICIPAL IRRIGATION DISTRICT OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND CHANGING THE BOUNDARIES THEREOF; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.**

**Sections 1 and 2:** Annex into the Municipal Irrigation District of the City of Nampa, Idaho, the following described real property, and directs the City Engineer to alter the Use and Area Map accordingly:

- Carriage Hill North Subdivision No. 3, more particularly described in the plat thereof, as shown by Book 45, Page 1 of Plats, records of Canyon County, Idaho (comprising approximately 16.45 acres, more or less).

Ordinance No. \_\_\_\_\_ shall be effective on its date of publication, which shall be on the 22<sup>nd</sup> day of February, 2016. Ordinance No. \_\_\_\_\_ was passed by the Council and approved by the Mayor on the 16<sup>th</sup> day of February, 2016. The full text of the Ordinance is available at Nampa City Hall, 411 3rd Street South, Nampa, Idaho 83651. The Mayor and City Council approved the foregoing summary on the 16<sup>th</sup> day of February, 2016, for publication on the 22<sup>nd</sup> day of February, 2016, pursuant to Idaho Code § 50-901A.

\_\_\_\_\_  
Mayor Robert L. Henry

ATTEST: \_\_\_\_\_  
Deborah Bishop, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. \_\_\_\_\_ and provides adequate notice to the public as to the contents of such ordinance.

DATED this 16<sup>th</sup> day of February, 2016.  
Mark Hilty, Attorney for City of Nampa

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ANNEXING A PORTION OF THE NAMPA MERIDIAN IRRIGATION DISTRICT INTO THE MUNICIPAL IRRIGATION DISTRICT OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND CHANGING THE BOUNDARIES THEREOF; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.**

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

**Section 1:** That the following described real property, and all thereof, be, and the same is hereby annexed and made a part of the Municipal Irrigation District of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to wit:

**See Exhibit "A" attached hereto and incorporated herein by this reference.**

**Section 2:** That the City Engineer is hereby directed to alter the Use and Area Map in accordance with this Ordinance.

**PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, this 16<sup>th</sup> day of February, 2016**

**APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 16<sup>th</sup> day of February, 2016**

Approved:

By \_\_\_\_\_  
ROBERT L. HENRY, Mayor

Attest:

By \_\_\_\_\_  
DEBORAH L. BISHOP, City Clerk

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF CANYON        )

On this 16th day of February, 2016, before me the undersigned, a Notary Public in and for said State personally appeared ROBERT L. HENRY and DEBORAH L. BISHOP, known or identified to me to be the Mayor and City Clerk, respectively, of the City of Nampa, Idaho, an Idaho municipal corporation, that executed the said instrument, and acknowledged to me that such city executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residence: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**\*SEAL**

## EXHIBIT "A"

### NAMPA & MERIDIAN IRRIGATION DISTRICT

- 0 Amity Avenue (R3180401000), Nampa, Idaho, more particularly described in that certain Deed dated February 24, 2010, and recorded on March 9, 2010, as Instrument No. 2010010597 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .85 acres, more or less)
- 0 East Colorado Avenue (R1142401000), Nampa, Idaho, more particularly described in that certain Deed dated December 9, 2010, and recorded on December 21, 2010, as Instrument No. 2010058874 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .06 acres, more or less)
- 0 Idaho Center Boulevard (R3108101000), Nampa, Idaho, more particularly described in that certain Deed dated March 5, 2013, and recorded on March 8, 2013, as Instrument No. 2013010591 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .09 acres, more or less)
- 0 1<sup>st</sup> Street North (R0863200000), Nampa, Idaho, more particularly described as that portion of Lot 12 Block 78 Griffith & Kings Add lying easterly of the East Right-of-Way of the Railroad in that certain Deed dated August 22, 1983, and recorded on August 22, 1983, as Instrument No. 984140 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .07 acres, more or less)
- 0 9<sup>th</sup> Avenue North (R0855800000), Nampa, Idaho, more particularly described in that certain Deed dated January 29, 2008, and recorded on January 30, 2008, as Instrument No. 2008005206 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.09 acres, more or less)
- 0 12<sup>th</sup> Avenue Road (R1177001000), Nampa, Idaho, more particularly described in that certain Deed dated March 7, 2008, and recorded on March 7, 2008, as Instrument No. 2008013031 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .62 acres, more or less)
- 128 East Hawaii Avenue, Nampa, Idaho, more particularly described in that certain Deed dated August 3, 2013, and recorded on August 15, 2013, as Instrument No. 2013037970 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .51 acres, more or less)
- 407 North Franklin Boulevard, Nampa, Idaho, more particularly described in that certain Ordinance dated September 5, 2006, and recorded on September 12, 2006, as Instrument No. 200674062 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .12 acres, more or less)
- 407 North Franklin Boulevard, Nampa, Idaho, more particularly described in that certain Ordinance dated September 5, 2006, and recorded on September 12, 2006, as Instrument No. 200674062 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .59 acres, more or less)

- 815 South Diamond Street, Nampa, Idaho, more particularly described in that certain Deed dated June 5, 2008, and recorded on June 8, 1998, as Instrument No. 9821202 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .28 acres, more or less)
- 823 South Diamond Street, Nampa, Idaho, more particularly described in that certain Deed dated February 5, 1998, and recorded on February 6, 1998, as Instrument No. 9804143 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .15 acres, more or less)
- 825 South Diamond Street, Nampa, Idaho, more particularly described in that certain Deed dated January 8, 2013, and recorded on February 6, 2013, as Instrument No. 2013005630 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .11 acres, more or less)
- 908 Chicago Street, Nampa, Idaho, more particularly described in that certain Deed dated May 20, 2014, and recorded on May 20, 2014, as Instrument No. 2014017948 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .60 acres, more or less)
- 919 Chicago Street, Nampa, Idaho, more particularly described in that certain Deed dated June 30, 2015, and recorded on July 10, 2015, as Instrument No. 2015026115 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .31 acres, more or less)
- 1019 Amity Avenue, Nampa, Idaho, more particularly described in that certain Deed dated November 29, 2004, and recorded on November 30, 2004, as Instrument No. 200465519 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .24 acres, more or less)
- 1310 12<sup>th</sup> Avenue Road, Nampa, Idaho, more particularly described in that certain Deed dated March 7, 2008, and recorded on March 7, 2008, as Instrument No. 2008013031 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.09 acres, more or less)
- 1324 12<sup>th</sup> Avenue Road, Nampa, Idaho, more particularly described in that certain Deed dated July 10, 2014, and recorded on July 18, 2014, as Instrument No. 2014025727 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .42 acres, more or less)
- 1420 S Fern Street, Nampa, Idaho, more particularly described in that certain Deed dated February 25, 2010, and recorded on February 26, 2010, as Instrument No. 108989 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .32 acres, more or less)
- 1420 S Fern Street, Nampa, Idaho, more particularly described in that certain Deed dated February 25, 2010, and recorded on February 26, 2010, as Instrument No. 108989 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .07 acres, more or less)

- 1728 East Dewey Avenue, Nampa, Idaho, more particularly described in that certain Deed dated January 23, 2007, and recorded on January 26, 2007, as Instrument No. 2007006276 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .14 acres, more or less)
- 1800 East Dewey Avenue, Nampa, Idaho, more particularly described in that certain Deed dated December 17, 2014, and recorded on December 19, 2014, as Instrument No. 2014045690 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .15 acres, more or less)
- 2023 Wildflower Drive, Nampa, Idaho, more particularly described in that certain Deed dated March 19, 2014, and recorded on March 26, 2014, as Instrument No. 2014010531 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .19 acres, more or less)
- 2411 Amity Road, Nampa, Idaho, more particularly described in that certain Warranty Deed dated February 1, 2011, and recorded on February 4, 2011, as Instrument No. 2011-005193 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .18 acres, more or less)
- 2727 Southside Boulevard, Nampa, Idaho, more particularly described in that certain Deed dated December 10, 2010, and recorded on December 13, 2010, as Instrument No. 2010057611 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .56 acres, more or less)
- 2900 East Railroad Street, Nampa, Idaho, more particularly described in that certain Deed dated October 9, 1997, and recorded on October 9, 1997, as Instrument No. 9734329 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 3.13 acres, more or less)
- 3306 Amity Avenue, Nampa, Idaho, more particularly described in that certain Deed dated April 4, 2013, and recorded on April 9, 2013, as Instrument No. 2013015176 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 3.52 acres, more or less)
- 3619 East Victory Road, Nampa, Idaho, more particularly described in that certain Deed dated October 23, 2015, and recorded on October 23, 2015, as Instrument No. 2015041738 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.26 acres, more or less)
- 15835 Idaho Center Boulevard, Nampa, Idaho, more particularly described in that certain Deed dated March 5, 2013, and recorded on March 8, 2013, as Instrument No. 2013010591 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.92 acres, more or less)

**ORDINANCES OF THE CITY OF NAMPA  
NOTICE OF ADOPTION AND SUMMARY OF  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ANNEXING A PORTION OF THE NAMPA MERIDIAN IRRIGATION DISTRICT INTO THE MUNICIPAL IRRIGATION DISTRICT OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND CHANGING THE BOUNDARIES THEREOF; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.**

**Sections 1 and 2:** Annex into the Municipal Irrigation District of the City of Nampa, Idaho, the following described real property, and directs the City Engineer to alter the Use and Area Map accordingly:

- 0 Amity Avenue (R3180401000), Nampa, Idaho, more particularly described in that certain Deed dated February 24, 2010, and recorded on March 9, 2010, as Instrument No. 2010010597 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .85 acres, more or less)
- 0 East Colorado Avenue (R1142401000), Nampa, Idaho, more particularly described in that certain Deed dated December 9, 2010, and recorded on December 21, 2010, as Instrument No. 2010058874 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .062 acres, more or less)
- 0 Idaho Center Boulevard (R3108101000), Nampa, Idaho, more particularly described in that certain Deed dated March 5, 2013, and recorded on March 8, 2013, as Instrument No. 2013010591 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .09 acres, more or less)
- 0 1st Street North (R0863200000), Nampa, Idaho, more particularly described as that portion of Lot 12 Block 78 Griffith & Kings Add lying easterly of the East Right-of-Way of the Railroad in that certain Deed dated August 22, 1983, and recorded on August 22, 1983, as Instrument No. 984140 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .065 acres, more or less)
- 0 9th Avenue North (R0855800000), Nampa, Idaho, more particularly described in that certain Deed dated January 29, 2008, and recorded on January 30, 2008, as Instrument No. 2008005206 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.09 acres, more or less)
- 0 12th Avenue Road (R1177001000), Nampa, Idaho, more particularly described in that certain Deed dated March 7, 2008, and recorded on March 7, 2008, as Instrument No. 2008013031 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .62 acres, more or less)
- 128 East Hawaii Avenue, Nampa, Idaho, more particularly described in that certain Deed dated August 3, 2013, and recorded on August 15, 2013, as Instrument No. 2013037970 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .51 acres, more or less)
- 407 North Franklin Boulevard, Nampa, Idaho, more particularly described in that certain Ordinance dated September 5, 2006, and recorded on September 12, 2006, as Instrument No. 200674062 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .118 acres, more or less)
- 407 North Franklin Boulevard, Nampa, Idaho, more particularly described in that certain Ordinance dated September 5, 2006, and recorded on September 12, 2006, as Instrument No.

200674062 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .591 acres, more or less)

- 815 South Diamond Street, Nampa, Idaho, more particularly described in that certain Deed dated June 5, 2008, and recorded on June 8, 1998, as Instrument No. 9821202 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .28 acres, more or less)
- 823 South Diamond Street, Nampa, Idaho, more particularly described in that certain Deed dated February 5, 1998, and recorded on February 6, 1998, as Instrument No. 9804143 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .146 acres, more or less)
- 825 South Diamond Street, Nampa, Idaho, more particularly described in that certain Deed dated January 8, 2013, and recorded on February 6, 2013, as Instrument No. 2013005630 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .111 acres, more or less)
- 908 Chicago Street, Nampa, Idaho, more particularly described in that certain Deed dated May 20, 2014, and recorded on May 20, 2014, as Instrument No. 2014017948 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .60 acres, more or less)
- 919 Chicago Street, Nampa, Idaho, more particularly described in that certain Deed dated June 30, 2015, and recorded on July 10, 2015, as Instrument No. 2015026115 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .31 acres, more or less)
- 1019 Amity Avenue, Nampa, Idaho, more particularly described in that certain Deed dated November 29, 2004, and recorded on November 30, 2004, as Instrument No. 200465519 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .24 acres, more or less)
- 1310 12th Avenue Road, Nampa, Idaho, more particularly described in that certain Deed dated March 7, 2008, and recorded on March 7, 2008, as Instrument No. 2008013031 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.09 acres, more or less)
- 1324 12th Avenue Road, Nampa, Idaho, more particularly described in that certain Deed dated July 10, 2014, and recorded on July 18, 2014, as Instrument No. 2014025727 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .42 acres, more or less)
- 1420 S Fern Street, Nampa, Idaho, more particularly described in that certain Deed dated February 25, 2010, and recorded on February 26, 2010, as Instrument No. 108989 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .318 acres, more or less)
- 1420 S Fern Street, Nampa, Idaho, more particularly described in that certain Deed dated February 25, 2010, and recorded on February 26, 2010, as Instrument No. 108989 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .071 acres, more or less)
- 1728 East Dewey Avenue, Nampa, Idaho, more particularly described in that certain Deed dated January 23, 2007, and recorded on January 26, 2007, as Instrument No. 2007006276 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 0.14 acres, more or less)
- 1800 East Dewey Avenue, Nampa, Idaho, more particularly described in that certain Deed dated December 17, 2014, and recorded on December 19, 2014, as Instrument No. 2014045690 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 0.148 acres, more or less)

- 2023 Wildflower Drive, Nampa, Idaho, more particularly described in that certain Deed dated March 19, 2014, and recorded on March 26, 2014, as Instrument No. 2014010531 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .19 acres, more or less)
- 2411 Amity Road, Nampa, Idaho, more particularly described in that certain Warranty Deed dated February 1, 2011, and recorded on February 4, 2011, as Instrument No. 2011-005193 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .18 acres, more or less)
- 2727 Southside Boulevard, Nampa, Idaho, more particularly described in that certain Deed dated December 10, 2010, and recorded on December 13, 2010, as Instrument No. 2010057611 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .56 acres, more or less)
- 2900 East Railroad Street, Nampa, Idaho, more particularly described in that certain Deed dated October 9, 1997, and recorded on October 9, 1997, as Instrument No. 9734329 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 3.13 acres, more or less)
- 3306 Amity Avenue, Nampa, Idaho, more particularly described in that certain Deed dated April 4, 2013, and recorded on April 9, 2013, as Instrument No. 2013015176 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 3.52 acres, more or less)
- 3619 East Victory Road, Nampa, Idaho, more particularly described in that certain Deed dated October 23, 2015, and recorded on October 23, 2015, as Instrument No. 2015041738 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.26 acres, more or less)
- 15835 Idaho Center Boulevard, Nampa, Idaho, more particularly described in that certain Deed dated March 5, 2013, and recorded on March 8, 2013, as Instrument No. 2013010591 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.92 acres, more or less)

Ordinance No. \_\_\_\_\_ shall be effective on its date of publication, which shall be on the 22<sup>nd</sup> day of February, 2016. Ordinance No. \_\_\_\_\_ was passed by the Council and approved by the Mayor on the 16<sup>th</sup> day of February, 2016. The full text of the Ordinance is available at Nampa City Hall, 411 3rd Street South, Nampa, Idaho 83651. The Mayor and City Council approved the foregoing summary on the 16<sup>th</sup> day of February, 2016, for publication on the 22<sup>nd</sup> day of February, 2016, pursuant to Idaho Code § 50-901A.

\_\_\_\_\_  
Mayor Robert L. Henry

ATTEST: \_\_\_\_\_  
Deborah Bishop, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. \_\_\_\_\_ and provides adequate notice to the public as to the contents of such ordinance.

DATED this 16<sup>th</sup> day of February, 2016.  
Mark Hilty, Attorney for City of Nampa

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ANNEXING A PORTION OF THE PIONEER IRRIGATION DISTRICT INTO THE MUNICIPAL IRRIGATION DISTRICT OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND CHANGING THE BOUNDARIES THEREOF; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.**

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

**Section 1:** That the following described real property, and all thereof, be, and the same is hereby annexed and made a part of the Municipal Irrigation District of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to wit:

**See Exhibit "A" attached hereto and incorporated herein by this reference.**

**Section 2:** That the City Engineer is hereby directed to alter the Use and Area Map in accordance with this Ordinance.

**PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO,** this 16th day of February, 2016

**APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO,** this 16th day of February, 2016

Approved:

By \_\_\_\_\_  
ROBERT L. HENRY, Mayor

Attest:

By \_\_\_\_\_  
DEBORAH L. BISHOP, City Clerk

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF CANYON        )

On this 16th day of February, 2016, before me the undersigned, a Notary Public in and for said State personally appeared ROBERT L. HENRY and DEBORAH L. BISHOP, known or identified to me to be the Mayor and City Clerk, respectively, of the City of Nampa, Idaho, an Idaho municipal corporation, that executed the said instrument, and acknowledged to me that such city executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residence: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**\*SEAL**

## **EXHIBIT "A"**

### **PIONEER IRRIGATION DISTRICT**

- 73 4<sup>th</sup> Street North, Nampa, Idaho, more particularly described in that certain Deed dated December 3, 2013, and recorded on December 5, 2013, as Instrument No. 2013054747 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .17 acres, more or less)
- 332 North Broadmore Way, Nampa, Idaho, more particularly described in that certain Deed dated June 28, 2010, and recorded on June 28, 2010, as Instrument No. 2010029522 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .85 acres, more or less)
- 941 Davis Avenue, Nampa, Idaho, more particularly described in that certain Deed dated January 29, 1998, and recorded on January 29, 1998, as Instrument No. 9803168 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.64 acres, more or less)
- 1003 3<sup>rd</sup> Avenue North, Nampa, Idaho, more particularly described in that certain Warranty Deed dated August, 1987, and recorded on July 22, 1991, as Instrument No. 9114187 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .76 acres, more or less)
- 119 North Midland Boulevard, Nampa, Idaho, more particularly described in that certain Warranty Deed dated November 16, 2007, and recorded on November 16, 2007, as Instrument No. 2007075907 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .449 acres, more or less)

**ORDINANCES OF THE CITY OF NAMPA  
NOTICE OF ADOPTION AND SUMMARY OF  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ANNEXING A PORTION OF THE PIONEER IRRIGATION DISTRICT INTO THE MUNICIPAL IRRIGATION DISTRICT OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND CHANGING THE BOUNDARIES THEREOF; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.**

**Sections 1 and 2:** Annex into the Municipal Irrigation District of the City of Nampa, Idaho, the following described real property, and directs the City Engineer to alter the Use and Area Map accordingly:

- 73 4th Street North, Nampa, Idaho, more particularly described in that certain Deed dated December 3, 2013, and recorded on December 5, 2013, as Instrument No. 2013054747 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .17 acres, more or less)
- 332 North Broadmore Way, Nampa, Idaho, more particularly described in that certain Deed dated June 28, 2010, and recorded on June 28, 2010, as Instrument No. 2010029522 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .85 acres, more or less)
- 941 Davis Avenue, Nampa, Idaho, more particularly described in that certain Deed dated January 29, 1998, and recorded on January 29, 1998, as Instrument No. 9803168 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.64 acres, more or less)
- 1003 3rd Avenue North, Nampa, Idaho, more particularly described in that certain Warranty Deed dated August, 1987, and recorded on July 22, 1991, as Instrument No. 9114187 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .76 acres, more or less)
- 119 North Midland Boulevard, Nampa, Idaho, more particularly described in that certain Warranty Deed dated November 16, 2007, and recorded on November 16, 2007, as Instrument No. 2007075907 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .449 acres, more or less)

Ordinance No. \_\_\_\_\_ shall be effective on its date of publication, which shall be on the 22<sup>nd</sup> day of February, 2016. Ordinance No. \_\_\_\_\_ was passed by the Council and approved by the Mayor on the 16<sup>th</sup> day of February, 2016. The full text of the Ordinance is available at Nampa City Hall, 411 3rd Street South, Nampa, Idaho 83651. The Mayor and City Council approved the foregoing summary on the 16<sup>th</sup> day of February, 2016, for publication on the 22<sup>nd</sup> day of February, 2016, pursuant to Idaho Code § 50-901A.

\_\_\_\_\_  
Mayor Robert L. Henry

ATTEST: \_\_\_\_\_  
Deborah Bishop, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. \_\_\_\_\_ and provides adequate notice to the public as to the contents of such ordinance.

DATED this 16<sup>th</sup> day of February, 2016.  
Mark Hilty, Attorney for City of Nampa



## MEMORANDUM

**TO:** Mayor Henry and Nampa City Council  
**FROM:** Darrin Johnson, Parks and Recreation Director  
**DATE:** February 16, 2016  
**RE:** Golf Course Mower Purchase

Nampa City Council approved funding for the purchase of two golf course mowers in the FY 2016 budget. The cost of each mower is \$24,684.22. The funding for the mowers come from the golf budget which is entirely funded with user fees.

One mower will be placed at Centennial Golf Course and the other will be placed at Ridgecrest Golf Club. The new equipment will replace mowers that have been in use for 13 years and were purchased in 2003. The purchase is made utilizing the National Joint Powers Alliance (NJPA) Municipal Contract.

Staff requests Nampa City Council action in authorizing the purchase of two mowers for the amount of \$49,368.44.



# PROPOSAL

City of Nampa  
Attn: Charlie Denham

February 3, 2016

Dear Charlie,

Thank you for your interest in our Jacobsen greens mowers. We would like to recommend the following for your consideration:

- (2) Jacobsen Greens King 4+ gas mowers with 11 blade reels and solid aluminum grooved front rollers.

▪ NJPA Pricing each	\$24,684.22
▪ <u>Total</u>	<u>\$49,368.44</u>

- The above pricing is from National Joint Powers Alliance (NJPA) Municipal Contract #070313-JCS. Your membership number is 110309

The above prices include setup and delivery - pricing is good for 60 days.

Sincerely,

Scott Marquart

By signing below, City of Nampa authorizes RMT to commit the above equipment. Furthermore City of Nampa accepts responsibility for any and all costs associated with any cancellation charges that could be incurred.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PO#

1898 Century Way Boise Idaho 83709 208-830-9682 cell

[scott@rmtequipment.com](mailto:scott@rmtequipment.com)

**SLC – Boise – Hammett – Lewiston – Portland – Chehalis**

**DISPOSAL OF SURPLUS PROPERTY IDENTIFIED BY  
FLEET SERVICES DIVISION**

- Fleet Services Division has identified outdated diagnostic equipment and obsolete vehicle maintenance items
- Fleet Staff request the following assets be declared as surplus property in order to facilitate disposal:

Item	Asset Number	Estimated Value
-Washed Engine Air Filters	N/A	\$100.00
-Small Engine Parts	N/A	\$50.00
-Truck Bed Tool Box	N/A	\$50.00
-Fuel Caddy	N/A	\$50.00
-Symtech Headlight Aimer	N/A	\$100.00
-Sun 450D Analyzer	25-011720	\$500.00
-Coolant Flush Machine	N/A	\$100.00
-R12 Recovery Machine	21-10410	\$100.00
-Truck Tire Caddy	N/A	\$50.00

- Outdated diagnostic equipment and obsolete maintenance items will be disposed of via public sale
- Disposal falls within Public Works Fleet Services guidelines for funding, acquisition, maintenance, replacement and disposal of City assets
- Fleet Services and disposal team recommend disposal through local auction house

**REQUEST:**

- 1) Declare the equipment, as outlined above, as surplus property by resolution (see Exhibit 1)
- 2) Dispose of identified surplus property as recommend by Staff

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

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

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

WHEREAS the approval for the destruction or 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 (see Attachment A) shall be destroyed or disposed of under the direction and supervision of the City Clerk, and in accordance with City policy.
2. The staff of the City of Nampa is hereby authorized to take all necessary steps to carry out the authorization provided by this Resolution.

RESOLVED this 16<sup>th</sup> day of February, 2016.

Approved:

\_\_\_\_\_  
ROBERT L. HENRY, MAYOR

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. 25-2015

Disposal Method Code	Use Category	Qty.	Description of Item	Cond. Code	Estimated Value
2	Fleet Services - Parts	52	Washed Engine Air Filters – Obsolete or Disposed Applications	F	\$100
2	Fleet Services - Parts	10	Small Engine Parts	G	\$50
2	Fleet Services - Accessories	3	Truck Bed Mounted Toolbox	G	\$50
2	Fleet Services - Equipment	1	Fuel Caddy	E	\$50
2	Fleet Services - Equipment	1	Symtech Headlight Aimer	E	\$100
2	Fleet Services - Equipment	1	Sun 450D Analyzer	E	\$500
2	Fleet Services - Equipment	1	Coolant Flush Machine	G	\$100
2	Fleet Services - Equipment	1	R12 Recovery Machine	F	\$100
2	Fleet Services - Equipment	1	Truck Tire Caddy	G	\$50

## Disposal Method Codes:

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

## Condition Codes:

- E Excellent  
 G Good  
 F Fair  
 R Repairable  
 U Unusable

Requesting Department: <b>Fleet Services Division</b>		Received By:
Requesting Person Name (Print): <b>Douglas Adams</b>		Date Received:
Requesting Person Signature:	Date:	

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NAMPA, A MUNICIPAL CORPORATION OF IDAHO, AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS OF THE PUBLIC WORKS DEPARTMENT, WASTEWATER DIVISION, CITY OF NAMPA.**

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 Public Record Retention Schedule; and such records are no longer required by law or for City business; and

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

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

WHEREAS, the approval for the destruction of the listed records in Exhibit A has been obtained from the City Attorney or his/her designee.

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

1. That the attached listed records shall be destroyed under the direction and supervision of the City Clerk.

2. The administrative 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 16<sup>th</sup> day of February 2016.

CITY OF NAMPA

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# EXHIBIT "A"

## CITY OF NAMPA REQUEST FOR DESTRUCTION OF RECORDS FORM

Department: City of Nampa WWTP (Pg. 1)  
 Date: February 16, 2016

Records Description	Type of Record (Permanent, Transient, Temporary)	Date of Records From: To:
Description of Payables (Box 1)	Semi-Permanent	2004 - 2005
Purchase Orders O-XYZ (Box 2)	Semi-Permanent	Oct. 2005 - Sept. 2006
Purchase Orders I-N (Box 3)	" "	Oct. 2005 - Sept. 2006
Purchase Orders A-H (Box 4)	" "	Oct 2005 - Sept 2006
(Box 5)	" "	
Accounts Payable (Box 6)	" "	Oct. 2007 - Sept. 2008
Accounts Payable (Box 7)	" "	Apr. 2002 - Aug. 2002
Accounts Payable (Box 8)	" "	Dec. 2000 - Aug. 2001
Accounts Payable (Box 9)	" "	Oct. 2002 - Sept. 2003
Accounts Payable (Box 10)	" "	2003 - 2004
Accounts Payable (Box 11)	" "	Oct 2007 - Sept. 2008
Accounts Payable (Box 12/13)	" "	2004 - 2005
Invoices Paid (Box 14)	" "	Oct. 2009 - Sept. 2010
Accounts Payable (Box 15)	" "	Oct. 2008 - Sept. 2009
Accounts Payable (Box 16)	" "	2004
Accounts Payable (Box 17)	" "	2003 - 2004
Purchase Orders (Box 18)	" "	Oct 02 - Sept 2003
Purchase Orders	" "	Oct. 2008 - Sept. 2009



## APPROVAL SIGNATURES DESTRUCTION OF RECORDS

Request from Nampa City Clerk

Request dated \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

See Exhibit A

Approved by City Council					
DATE: _____/_____/_____					
REVIEWER	SIGNATURE	DATE	ATTACHMENTS		
Mayor			YES		NO
City Attorney			YES		NO
State Archivist			YES		NO
City Clerk			Date Schedule to Shred Files:	<b>Immediately upon approval</b>	

**Street Division**  
**Purchase of Pavement Marking Traffic Paint**

- Public Works Street Division proposes to paint all marked roadways within City limits. Painting activities include restriping, crosswalks, stop bars, and arrows
- This activity correlates with Public Works Asset Management Program, Zones A1 and A2, and will include the rebuild projects of 6<sup>th</sup> Street North and 11<sup>th</sup> Avenue North
- Estimated cost for the purchase of pavement marking traffic paint is \$53,000.00. Staff requests the expenditure be made through the piggyback bidding process
- The piggyback process allows any governmental agency to use the bid of another governmental agency to establish the price for procurement, provided that the initial process satisfied the public bidding rules and the supplier is willing to honor the price
- Sherwin Williams, a traffic paint distributor, was awarded the Ada County Highway Department contract through a bid process this fiscal year
- This selected distributor has stated it will honor the same pricing to the City of Nampa
- This approved expense will be funded from the FY16 Street Division budget
- 2,750 gallons of white and 3,250 gallons of yellow traffic paint will be purchased for paint truck application.

**REQUEST:** Authorize the immediate piggyback purchase of 6,000 gallons of traffic paint from Sherwin Williams, at an estimated cost of \$53,000.00, for the Street Division

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF NAMPA, IDAHO, CONFIRMING THE ASSESSMENT ROLL FOR LOCAL IMPROVEMENT DISTRICT NO. 159**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NAMPA, IDAHO, AS FOLLOWS:**

Section 1: The assessment roll attached hereto as Exhibit "A" shall be the confirmed assessment roll for L.I.D. 159.

Section 2: The assessments made by this confirmed assessment roll shall be a lien upon the property assessed from and after the passage and publication of this ordinance.

Section 3: The City Clerk is hereby directed to file with the Canyon County Recorder a notice which shall contain the date of this ordinance and a description of the area and boundaries of L.I.D. 159.

Section 4: Any property owner who has not paid his assessment in full within thirty (30) days from the date of the adoption of this ordinance is conclusively presumed to have chosen to pay his assessment in ten (10) equal installments. The unpaid balance shall bear interest at the rate of \_\_\_\_\_ percent per annum. Said interest is payable at the same time and place as the annual installment payments. The first annual installment payment shall be due \_\_\_\_\_, and \_\_\_\_\_ each and every year thereafter until paid in full.

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

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

Approved:

By \_\_\_\_\_  
Mayor

Attest:

By \_\_\_\_\_  
City Clerk

**APPLICANT REQUESTED RE-  
SCHEDULING TO MARCH 7**

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  
for Engineering Solutions, LLP Representing  
Star Development, Inc



## **PLANNING & ZONING DEPARTMENT**

**Before the Mayor & City Council  
Meeting of 16 FEBRUARY 2016**

### **PUBLIC HEARING ITEM NO. 1 STAFF REPORT**

**Applicant(s)/Engineer(s), Representative(s):**

Franklin Village Development LLC, Don Brandt as Applicant & Developer/Taunton Group, Bob Taunton as representative with KM Engineering as civil engineer(s)

**File(s):** ANN 2067-15 (x-ref. cases: PUD 2066-15 & SUB 661-15)

**Analyst:** Robert Hobbs

**Requested Action Approval(s)/Recommendation(s):**

- 1. Modification of Annexation/Zoning Development Agreement  
(Decision Required: *Decision*)**

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/plan, a park memorandum of understanding (MOU), exhibits, and, agreed upon site specific Conditions of Approval in order to facilitate development of "Franklin Village Subdivision (hereinafter the "Project")...

**Property Area and Location(s):**

Some 129.80 total acres of land located within the NW ¼ of Section 11, Township 3 North, Range 1 W, BM at the southeast corner of E. Cherry Lane and N. Franklin Blvd. in a RS 6 (Single-Family Residential, 6,000 sq. ft. min. lot size) Zone in Nampa (see attached "Vicinity Map")

**History/Commentary:**

Per the application submittal package and request(s), it is proposed that a previously entitled single-family residential subdivision be re-approved, with certain modifications to the layout and composition of the Project being proposed. (Please refer to the attached exhibits of the proposed general site plan that bear on the application.)

Franklin Village, a single-family, planned unit development subdivision, was first approved, in part, over ten years ago. At the time, there were two distinct sections, lying north and south of Cherry Lane. The southern portion came first. The southern portion of the overall project was to contain a multi-acre park. The subdivisions were approved, with the park then proposed and approved for conversion into a public facility from a project specific open space amenity. In consequence of varying factors, including attempts at negotiating the terms of the park's development and turn over to the City, the project was delayed in its build out. Subsequently, the country's economic downturn further delayed project development.

The Developer of Franklin Village is now ready to move a revised Project forward. However, given the time lapse since original entitlement and modifications to the original layout and approved plan now sought by the Applicant, it is necessary to revisit the original project entitlements – hence this application (which is paired with a PUD and preliminary plat request already approved by the Planning Commission on January 12, 2016). (The PUD and plat approvals are of course necessarily held in limbo *per se* pending resolution of this DA Modification request pending before Council and made the subject of this report.) A copy of the Commission's hearing minutes from their January 12, 2016 meeting is hereto attached.

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## DEVELOPMENT AGREEMENT MODIFICATION

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Criteria to guide the Council in making a determination whether to allow a Development Agreement Modification as sought by the Applicant are absent from state statute or City ordinance. Thus, approving or not this application becomes a purely subjective matter/decision on the part of the City in reaction to this application coming now before you/them. Hereafter attached are copies of Ordinance 3280 (Instrument No. 200377065).

The parts of the Agreement that are proposed for modification are, expectedly in this instance, language in the RECITALS Section and reformation of the terms and commitments portion of the [original] Agreement, including the legal description of the Property as needful. The contemplated changes will reflect the proposed revisions of Franklin Village and likely reference, either generally or in specific form, varying allowances that may be approved as part of the PUD entitlement portion of this application package as well as, at least by reference, the MOU regarding the Project park.

As the process of rezoning and Development Agreement modification is a two step endeavor, Staff has prepared a draft Development Agreement Modification document for Council's review prior to their hearing on this matter. A copy of the draft Agreement Modification is hereto attached *sans* the Property legal description.

### **Public/Agency/City Department Comments:**

Any correspondence from agencies or the citizenry regarding this application package [received by noon February 10, 2016] is hereafter attached. Staff has not received commentary from any surrounding property owners or neighbors either supporting or opposing this request. (A neighborhood meeting was conducted by the Applicant's representative.) Synopsis of principal comments from agencies or departments that responded to this application and the public hearing notice(s) associated therewith are as follows:

- a. City Engineering has no objection(s) to the requested Project and has provided recommended requirements in the event the same is entitled (see attached comments – 1 page memorandum dated December 29, 2014 [sic]); and,
- b. The Nampa Parks Department has no objection(s) to the requested Project and has provided recommended requirements in the event the same is entitled (see attached comments – 1 page email printout dated November 24, 2015); and,
- c. The Forestry Department has no objection(s) to the requested Project and has provided recommended requirements in the event the same is entitled (see attached comments – 1 page email printout dated December 02, 2015); and,
- d. The City Planning Department, long range planner, has no objection(s) to the requested Project and has provided comments regarding the same (see attached comments – 1 page memorandum dated December 08, 2015); and,
- e. The Nampa Highway District has no objection(s) to the requested Project (see attached comments – 2 pages of email printouts dated December 01, 2015 & January 04, 2015); and,
- f. Code Enforcement has no objection(s) to the requested Project and has provided comments regarding the same (see attached comments – 1 page email printout dated December 18, 2015); and,
- g. The Nampa & Meridian Irrigation District has no objection(s) to the requested Project (see attached comments – 1 page letters dated December 09, 2015 and January 14, 2016); and,
- h. The Community Planning Association of Southwest Idaho has provided comments regarding the requested Project (see attached comments – 6 page checklist and associated materials)...

**Note:** The recommended requirements alluded to above will be manifest in the recommended Conditions of Approval presented by Staff in this report hereafter...

**Recommendation(s):** Council, please pay special attention to pages 74-103 of this packet as well as note the PUD and plat findings in the Commission's report, pages 12-16. Staff recommends approval of the requested application entitlement.

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## **RECOMMENDED CONDITION(S) OF APPROVAL**

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Should the City Council vote to approve the requested Project related Development Agreement Modification(s) as desired by the Applicant, then Staff would recommend that the Council that consider imposing the following Conditions of Approval on/to the Development/Applicant as the developer:

- I. As pertaining to the request for **Development Agreement Modification Approval:**  
**Generally:**
  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 this 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 affect of abrogating requirements from those agencies in connection with [re]entitlement of the Property; and,

**Specifically:**

2. That 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 a 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...

\* (Again, note that a draft Development Agreement is hereafter attached for Council perusal as already indicated in this report.)

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## ATTACHMENTS

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- Copy of Commission Staff report (pages/Exhibits 5-18)
- Vicinity Map (page/Exhibit 19)
- Copies of aerial photos of Property (with zoning and Parcel #s) (pages/Exhibits 20-21)
- Copy of Parcel # and parcel size identifiers (page/Exhibit 22)
- Copy of Applicant's representative's justification/explanation narrative (pages/Exhibits 23-27)
- Copy of Development Agreement Amendment Modification Application (page/Exhibit 28)
- Copy of 2003 Development Agreement (Ord. 3280) bearing on Property (pages/Exhibits 29-37)
- Copy of PUD Application (page/Exhibit 38)
- Copy of Franklin Village plat Application form pages (pages/Exhibits 39-40)
- Copy of Project concept plan, plat pages, houses' elevations and landscape plan pages (pages/Exhibits 41-54)
- Copy of neighborhood meeting materials (pages/Exhibits 55-58 – also pages 41-54)
- Copies of [responding] agency/department correspondence (including draft MOU) (pages/Exhibits 59-73)
- Copy of draft Development Agreement (pages/Exhibits 78-98)
- Copy of January 12, 2016 Planning Commission hearing minutes (pages/Exhibits 99-103)



## PLANNING & ZONING DEPARTMENT

Before the Planning & Zoning Commission  
Meeting of 12 JANUARY 2016

### PUBLIC HEARING ITEM NO. 3 STAFF REPORT

**Applicant(s)/Engineer(s), Representative(s):**

Franklin Village Development LLC, Don Brandt as Applicant & Developer/Taunton Group, Bob Taunton as representative with KM Engineering as civil engineer(s)

File(s): ANN 2067-15, PUD 2066-15 & SUB 661-15

Analyst: Robert Hobbs

**Requested Action Approval(s)/Recommendation(s):**

1. **Modification of Annexation/Zoning Development Agreement**  
– Decision Required: *Recommendation*

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, a park memorandum of understanding (MOU), and, agreed upon site specific conditions of approval by the City of Nampa; and,

2. **Planned Unit Development (PUD) Permit (with plan approval) – Decision Required: Decision;** and,
3. **Preliminary Plat approval for Franklin Village Subdivision (420 single-family residential lots – hereinafter variously the "Project", "Subdivision", "Application", "Development", "Franklin Village", or "Franklin Village Subdivision") – Decision Required: Decision**

**Property Area and Location(s):**

Some 129.80 total acres of land located within the NW ¼ of Section 11, Township 3 North, Range 1 W, BM at the southeast corner of E. Cherry Lane and N. Franklin Blvd. in a RS 6 (Single-Family Residential, 6,000 sq. ft. min. lot size) Zone in Nampa (see attached Vicinity Map)

P U

**History/Commentary:**

Per the Applicants' submittal package and request(s), it is proposed that a previously entitled single-family residential subdivision be re-approved, with certain modifications to the layout and complexion of the Project being proposed. (Please refer to the attached exhibits of the proposed general site plan that bear on the application.)

Franklin Village, a single-family planned unit development subdivision, was first approved, in part, over ten years ago. At the time, there were two distinct sections, lying north and south of Cherry Lane. The southern portion came first. The southern portion of the overall project was to contain a multi-acre park. The projects were approved, with the park then proposed and approved for conversion into a public facility from a project specific open space amenity. In consequence of varying factors, including attempts at negotiating the terms of the park's development and turn over to the City, the project was delayed in its build out. Subsequently, the country's economic downturn further delayed project development. The Developer of Franklin Village is now ready to move the project forward. However, given the time lapse since original entitlement and modifications to the original layout and approved plan now sought by the Applicant, it is necessary to revisit the original project entitlements – hence this application package.

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**DEVELOPMENT AGREEMENT MODIFICATION**

---

Criteria to guide the Commission in its recommendation(s), and Council in making a determination whether to allow a Development Agreement Modification as sought by the Applicant are absent from state statute or City ordinance. Thus, approving or not this application becomes a purely subjective matter/decision on the part of the City in reaction to this application coming now before you/them. Hereafter attached are copies of Ordinance 3280 (Instrument No. 200377065).

The parts of the Agreement that are proposed for modification are, expectedly in this instance, language in the RECITALS Section and reformation of the terms and commitments portion of the [original] Agreement, including the legal description of the Property as needful. The contemplated changes will reflect the proposed revisions of Franklin Village and likely reference, either generally or in specific form, varying allowances that may be approved as part of the PUD entitlement portion of this application package as well as, at least by reference, the MOU regarding the Project park.

As the process of rezoning and Development Agreement modification is a two step endeavor, Staff will prepare a draft Development Agreement Modification document for Council's review prior to their hearing on this matter.

**Public/Agency/City Department Comments:**

Any correspondence from agencies or the citizenry regarding this application package [received by noon January 06, 2016] is hereafter attached to this report. Staff has not received commentary from any surrounding property owners or neighbors either supporting or opposing this request. (A neighborhood meeting was conducted by the Applicant's representative.) Synopsis of principal comments from agencies or departments that responded to this application and the public hearing notice(s) associated therewith are as follows:

- β 7
- a. City Engineering has no objection(s) to the requested Project and has provided recommended requirements in the event the same is entitled (see attached comments – 1 page memorandum dated December 29, 2014 [sic]); and,
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  - d. The City Planning Department, long range planner, has no objection(s) to the requested Project and has provided comments regarding the same (see attached comments – 1 page memorandum dated December 08, 2015); and,
  - e. The Nampa Highway District has no objection(s) to the requested Project (see attached comments – 2 pages of email printouts dated December 01, 2015 & January 04, 2015); and,
  - f. Code Enforcement has no objection(s) to the requested Project and has provided comments regarding the same (see attached comments – 1 page email printout dated December 18, 2015); and,
  - g. The Nampa & Meridian Irrigation District has no objection(s) to the requested Project (see attached comments – 1 page letter dated December 09, 2015); and,
  - h. The Community Planning Association of Southwest Idaho has provided comments regarding the requested Project (see attached comments – 6 page checklist and associated materials)...

**Note:** The recommended requirements alluded to above will be manifest in the recommended Conditions of Approval presented by Staff in this report hereafter...

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## **PLANNED UNIT DEVELOPMENT ENTITLEMENT**

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### **Planned Unit Development Standards:** (from the City's adopted zoning ordinance)

#### **10-26-1: PURPOSE:**

The intent of PUD overlay district regulations is to permit greater flexibility, and consequently, more creative design for development than generally is possible under conventional zoning regulations or subdivision regulations as affected by zoning regulations. It is further intended to promote more economical and efficient use of land while facilitating a harmonious variety of neighborhood development, a higher level of urban amenities, and preservation of natural scenic qualities of open spaces. (Ord. 3805, 7-21-2008)

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**10-26-2: USE REQUIREMENTS:**

All uses allowed within the underlying land use district are permitted within a PUD. Also, up to twenty percent (20%) of the gross land area may be directed to other uses that are or would not otherwise be allowed within the base/starting/underlying land use district; provided, there is a favorable finding by the planning and zoning commission that the criteria for approval of such uses, as outlined in this chapter, are satisfied. Unless multiple land use zones are used/applied within a project, the use of a PUD shall be the only means whereby the city of Nampa will/shall allow uses in a zone not normally allowed therein, development agreement conditions not excepting. (Ord. 4070, 10-7-2013)

**10-26-3: OWNERSHIP/AREA REQUIREMENTS:**

An application for a PUD permit may be filed by a single person or party (i.e., an LLC, Inc., etc.) having an existing interest in or option to purchase on the property to be included in the PUD. The application shall be filed in the name(s) of the recorded owner or contract purchaser. However, the application may be filed by the holder(s) of an equitable interest in such property. Before approval is granted for a/the PUD, the entire project shall be under single ownership or control and legal title or proof of a legally binding sales agreement must be presented with the final development plan. Unless otherwise approved by the commission, no PUD shall be for an area less than two (2) acres in size. (Ord. 3805, 7-21-2008)

**10-26-4: EXCEPTIONS TO DISTRICT REGULATIONS:**

Individual uses and structures in PUDs need not comply with the specific zoning based regulations of the underlying districts provided the following basic principles are adhered to:

**A. Detached Building Spacing:**

1. Fire Regulations: Where two (2) walls oppose each other minimum separation shall be as required by city fire regulations.
2. Privacy: Where windows are placed in only one of two (2) facing walls or there are no windows, or where the builder provides adequate screening for windows, or where the windows are at such a height or location to provide adequate privacy, the building spacing may be reduced.
3. Light And Air: Building spacing may be reduced where there are no windows or very small window areas and where rooms have adequate provisions for light and air from another direction.
4. Use: When areas between buildings are to be used for utility purposes a reduction of building spacing shall be permitted. Where this use is similar for both houses, a reduction of building space permitting effective design of a utility space shall be permitted. Kitchens and garages are suitable uses for rooms abutting such utility yards.
5. Building Configuration: Where building configuration is irregular so the needs expressed in subsections A2, A3 and A4 of this section are met by the building configuration, reduced building spacing is permissible, as determined by the average spacing or by measuring spacing where rooms open toward adjacent buildings.

**B. Bulk Requirements (i.e., Setbacks, Property Depth, Property Width, Building Height, Density, And Street Frontage):** Bulk requirements that would otherwise be applicable to a project developed in a given zone wherein a PUD is proposed/allowed may be altered by the commission as part of a PUD's review and approval process. The commission may allow deviations from those setback, property depth, property width, building height, density (required property area) and street frontage requirements without one or more variance application permits being required provided that they conclude that any code required bulk requirement exceptions allowed comply with the following standards by assuring that:

- 1. **Building Separation:** Any detached structures shall be set at least six feet (6') apart;
- 2. **Parking Space Clearance:** Any garages, carports or parking pads shall be no closer to the drive, street or alley which they access than twenty feet (20');
- 3. **Access:** Access to a public street is assured to each and every building lot/parcel by recorded easement;
- 4. **Setback:** At least five feet (5') is maintained between any detached structure and a side or rear building lot property line;
- 5. **Residential Unit Density:** Density of residential units is kept to that normally allowed by the base zone in which the PUD is located/proposed plus ten percent (10%), unless the PUD is deemed to be an "infill development" in which case the density may be increased by twenty percent (20%) above the base zoning allowance. If a PUD is residential in base nature and proposed in conjunction with or later applied against a subdivision, the allowances made in section 10-27-4 of this title shall not stack with or be in addition to the allowances made in this chapter. In other words, a project may use the allowances in section 10-27-4 of this title in a residential subdivision or the allowances of this chapter but not one in addition to the other;
- 6. **Height Of Buildings:** Building heights, if increased beyond that normally allowed in the zone in which the PUD is located/proposed, are not increased by more than two (2) stories over and above the height normally allowed and this only when the PUD does not abut an existing single-family residential subdivision on the side(s) of the PUD where the height increase is desired;
- 7. **Reduced Property Area:** For a structure it is sufficient to fully contain that structure on a single lot/parcel.

**C. Zero Lot Line Structure Placement(s):** By placing buildings close to or on the lot line or straddling the lot line by common wall construction, and reducing lot frontage, higher densities can be achieved while at the same time maintaining privacy and an increased amount of open space. Zero lot line units shall be allowed in PUDs provided the following requirements are met:

- 1. In the case of common wall construction all applicable city, state and federal building regulations shall be complied with.
- 2. Sites shall be selected to avoid drainage problems since it becomes more difficult for each lot to drain on its own with one side yard eliminated.
- 3. In the case of buildings which are to be placed close to or on the lot line the following shall apply:
  - a. The adjoining lot shall provide a five foot (5') maintenance easement on the zero lot line side.

b. The use of maintenance easements shall be restricted to daylight hours and the total number of days per year the easement may be used shall be agreed upon.

c. The owner(s) of the adjacent lot shall not make any attachments to lot line walls, alter it in any way, or use it as a playing surface for any sport. (Ord. 3805, 7-21-2008)

**10-26-5: OPEN SPACE REQUIREMENTS:**

A. Common Open Space: Unless otherwise approved, not less than fifteen percent (15%) of the total gross area of any residentially based PUD shall be retained as permanent, common open space privately held and maintained by the PUD's property owners.

B. Open Space (Functional) Includes: Open space may, and shall, only be constituted by/as:

1. Land area of the overall PUD project site which is neither covered by buildings, parking structures, or accessory structures (except commonly held recreational structures), nor is trapped inside individual, privately held building lots. Also, open space lots or parcels provided in a development shall be not less than six thousand (6,000) square feet in area nor less than thirty feet (30') in their smallest width or depth dimension unless due to the need to make them into odd shapes as approved by the commission;

2. Land which is held in common by all property owners in the PUD and shall therefore be both legally and physically available and accessible to all occupants of dwelling units in the PUD.

C. Not Included: Open space shall not be deemed to be, nor construed to include:

1. Any proposed or existing street, common driveway, service drive, alley or rights of way or easements.

2. Any open parking pads/areas and driveways for dwelling units.

3. Any school sites (including all lands inside a school's property boundaries or lacking such its playground(s)).

4. Any commercially developed areas or areas proposed to be devoted to commercial uses, and, the land devoted to/covered by buildings, accessory buildings, parking and loading facilities for these areas.

5. Unsuitable land (e.g., a hillside, water channel, waterway easement area, swamp or high water table ground, etc.) as may be determined by the commission. Specifically regarding slopes, open spaces with excessive slope are unusable for most active recreational uses. At least one-half (1/2) of the required open space shall have an overall finished grade not to exceed fifteen percent (15%).

6. Land necessarily established in street frontage landscape strips via common lots or in easements in order to satisfy requirements of chapter 27 and/or 33 of this title.

D. Location(s): Common open spaces shall be distributed equitably throughout projects in relation to the dwelling units of the people they are intended to serve. (Ord. 3960, 4-4-2011)

**10-26-6: PRIVATE STREETS:**

Private streets shall be allowed in PUDs in accordance with city of Nampa standards as noted in the city's adopted subdivision process policy manual and the standard construction specifications manual. (Ord. 3805, 7-21-2008)

**10-26-7: CRITERIA FOR APPROVAL:**

The Commission in making its determination shall give consideration to the following:

**A. Proposed Development:** The proposed development is consistent in all respects to the spirit and intent of this chapter, is in general conformance with the comprehensive plan, that the area surrounding the development can be planned and zoned in coordination and substantial compatibility with the PUD and that the benefits and improved design of the development will have a beneficial effect which would not be achieved under standard district regulations.

**B. Project Design:**

1. Project design including:

a. Landscaping: Streetscape, open spaces and plazas, use of existing landscape, pedestrianway and recreational areas.

b. Siting: Visual focal points, use of existing physical features such as topography, view, solar access orientation according to the provisions of the specifications in chapter 27 of this title, sun and wind orientation, circulation patterns, physical environment, variation in building setbacks and building grouping.

c. Design Features: Street sections, architectural styles, harmonious use of materials, varied use of building types and parking areas broken by landscaping.

d. Easements: In the case of private reservation the open area to be reserved shall be protected against building development by conveying to the city as a part of the conditions for project approval an open space easement over such open area restricting the area against any future building or except as is consistent with that of providing landscaped open space for the aesthetic and recreational satisfaction of surrounding residences. Building or uses for noncommercial recreational or cultural purposes compatible with the open space objective may be permitted only where specifically authorized as part of the development plan or subsequently with the express approval of the council following approval of building, site, and operational plans by the commission.

e. Maintenance: The maintenance of such open space reservations shall be assured by establishment of appropriate management organization for the project. The manner of assuring maintenance and assessing such cost to individual properties shall be determined prior to the approval of the final project plans and shall be included in the title to each property.

f. Ownership: Ownership and tax liability of private open space reservation shall be established in a manner acceptable to the city and made a part of the conditions of the plan approval.

g. Commercial Area Site Development: The architectural design, landscaping, control of lighting and general site development will result in an attractive and harmonious service area creating

an effect upon the property values of the surrounding neighborhood compatible with that anticipated under the comprehensive plan.

**h. Commercial Area Planned Groups:** Commercial uses, commercial buildings and establishments are planned as groups having common parking areas and common entrance and exit points.

**i. Commercial Area Landscaping:** Planting screens or fences shall be provided on the perimeter of any commercial areas/properties abutting residential areas.

All areas designed for future expansion or not intended for immediate development shall be landscaped or otherwise maintained in a neat and orderly manner.

All intervening spaces between rights of way and building lines, and between buildings, drives, parking areas and improved areas shall be landscaped with trees and shrubs and properly maintained.

**j. Industrial Area Site Development:** The operational character, physical plant arrangement and architectural design of buildings shall be compatible with contemporary performance standards and industrial development design and will not produce an effect upon the property values of the surrounding neighborhood incompatible with that anticipated under the comprehensive plan.

**k. Industrial Area Planned Groups:** There will be harmony of buildings and a compact grouping in order to economize the provision of such utilities as are required.

**l. Industrial Area Landscaping:** Industrial uses and parcels shall be developed in parklike surroundings utilizing landscaping and existing woodlands as buffers to screen lighting, parking areas, loading areas or docks and/or storage of raw materials and products.

All intervening spaces between rights of way and building lines, and between buildings, drives, parking areas and improved areas shall be landscaped with fences and shrubs and properly maintained at all times. (Ord. 3805, 7-21-2008)

**PUD Commentary:**

The Applicant, through their representative, has asked for the certain PUD related allowances (as iterated in their narrative). A repetition of those allowances, together with sundry short Staff comments regarding the same is as follows:

1. A 20' front setback for front loaded garages; a 15' front setback for living space (e.g., a living room); and,
2. A 10' rear yard setback; and,
3. A 5' interior yard setback (to either side of any house); and,
4. Street side yard setback of 15' to living area (vs. 10' normally allowed for corner lots) and 20' to any side street loaded garage); and,
5. A rear subdivision boundary setback of 10' (vs. 5' normally allowed); and,

- 6. A side setback on the subdivision boundary of 5' (commensurate with a normal side yard setback and in keeping with request number 3 above); and,
- 7. Block lengths exceeding 500' (550' and 560') in two (2) locations (not a PUD matter – rather a “design exception” request that will have to be handled by City Council and with which City Engineering is fine); and,
- 8. Ability to include the [proposed] City park area, the improved Idaho Power easement east of the roundabout, and, the improved Grimes Drain area within the 15% open space requirement calculation (this is not allowed by the PUD nor may the Commission grant this proposal per PUD standards. It may be handled, perhaps by Council, via the same “design exception” review mentioned above, or, may not be an issue provided that the rest of the open space (including the park area already accepted years ago by the City Council as satisfying all or a part of the open space requirement) tallies more than 15% of the gross area of the Project anyway); and,
- 9. Minimum residential lot size to be 4,869 sq. ft. (expectedly factored based on PUD lot size allowances [including 10% density bonus]); and,
- 10. Minimum [building] lot width to be 50' (already required/allowed by code provided the width is obtained at the front setback mark of each building lot)...

The Commission will review the PUD plan (in conjunction with the subdivision plat associated with this application. Staff finds that the proposed development is consistent in all respects to the spirit and intent of the zoning ordinance's PUD, is in general conformance with the comprehensive plan, that the area surrounding the development can be planned and zoned in coordination and substantial compatibility with the PUD and that the benefits and improved design of the development will have a beneficial effect which would not be achieved under standard district regulations given the nature of the proposed mixed residential products involved in the requested entitlements. Code exceptions to lot size and setbacks etc. are allowed by virtue of (i.e., are intrinsic to) PUDs. Those that are not will require Council review and approval in conjunction with analysis of the Development Agreement Modification request made a part of this application.

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## SUBDIVISION PLAT ENTITLEMENT

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**Commentary:**

Platting of this Project will serve to divide the land. As afore-noted, it must be reviewed and effectuated in accordance with state law, Nampa City Code § 10-27, Nampa City Code § 10-8, Nampa City Code § 10-12, Nampa City Code § 10-33, adjusted by allowances in Nampa City Code § 10-26, and, in cooperation with the City's currently adopted Engineering Design and Specification Manuals.

Accordingly, Project review was done to analyze the Project's compliance to code in the context of this project having already been once annexed and [re]zoned thereafter in 2006.

Plat approval must necessarily be contingent on PUD (re)approval of Franklin Village, for without that request being approved, there is no possibility of developing this Project as proposed on the plat drawings that accompany the application and this report.

**Subdivision Statistics:**

**General Data:**

Total Number of Lots-	464
Total Site Acreage-	129.80 acres
Total Common Lot Count-	33
(32.5% of project where 15% is [now] required for a PUD)	
Total Shared Driveway Lot Count-	11 <del>10</del>
Total, Res. RS 6 Lot Count-	423
Total Commercial Lot Count-	0

Total Res. Density- 3.24 lots/acre gross calculation; 5.61 du/a net calculation  
per applicant's engineer

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**Regarding the "Single-Family Residential Building Lots":**

Min. Allowed Bldg. Lot Size (RS 6 Zone)- 6,000 sq. ft.

Min. Allowed Weighted

Avg. Bldg. Lot Size (RS 6 Zone)- N/A (normally 8,000 sq. ft.; however PUD trumps requirement)

Min. Proposed Bldg. Lot Size- 4,869 sq. ft.

Avg. Proposed Bldg. Lot Size- (6,434 sq. ft.)

Min. Req. St. Frontage- 22'  
(RD Zone)

Zone's Min. Lot Width- 50 ft. @ 20 ft. setback

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**Other Subdivision Plat Findings:**

**1. Minimum Lot Areas:**

No issues; All RS 6 building lots appear to meet or exceed minimum sizing required based on both prior PUD approval and current zoning minimal requirements; and,

**2. Average Lot Size:**

N/A; That because the proposed Plat is slated for development variously under PUD standards N.C.C. § 10-23-6.F.2. is rendered non-applicable...therefore, the Plat is deemed compliant in this regard; and,

**3. Lot Compatibility:**

N/A; That because the proposed Plat is slated for development variously under PUD standards N.C.C. § 10-23-6.F.2. is rendered non-applicable per the effects of Section 10-

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26-4.B. and the exception to 10-27-6.F(2) provided in 10-27-6.F(1)...therefore, the Plat is deemed compliant in this regard; and,

**4. Right(s)-Of-Way:**

**A. Dedication(s):** Given Engineering Division response to notification regarding this package request, presumed all necessary land dedication to widen the right-of-way scopes of Cherry Lane, N. Franklin Blvd. and Birch Lane was already obtained in or about 2003 or later; and,

**B. Internal Street Design:** Common driveways (4) are proposed within the Project. Notwithstanding the Project's PUD component, all streets within the same are presumed to be public and designed to meet City public street standards as applicable to residential thoroughfares. No comment from Engineering bears on this matter; and,

**C. Lot Access:** All proposed building lots have clear access to a street within the Project, which in turn have direct connection to major public rights-of-way (either Cherry Lane, N. Franklin Blvd. or Birch Lane); and,

**5. Open Space/Street Frontage Landscaping:**

**A. Open Space:** PUD required open space in 2003 (and in 2008) was set at 30% of gross land area. A subsequent code amendment authorized, among other changes to the PUD chapter that required open space in a planned community be at least 15%. Additionally, the City's Council previously accepted the proposed park within the Project as satisfactory to meet [even] the [30%] open space demand. Thus, under either scenario, Franklin Village, as designed, appears to comply with the general open space requirement number(s) as the Applicant's plan for the Project indicates that there will be 28.20 acres of park land (22% of Project's gross land area/38% of Project's net land area) plus other open/common space in 32 other common lots within the Project. (Corridor landscaping [along Cherry, Franklin and Birch] strips' width/depth are not countable towards satisfying (the) open space area requirement(s). Notwithstanding that provision, overall landscaping still appears to well satisfy code in terms of open area provided; and,

**B. Street Frontage Landscaping:** Landscape corridor planting strips along the primary access roads to/from the Project (where those roadways adjoin Franklin Village) are proposed to be [properly] contained in common area lots and across the backs of building lots. The landscaping strips' widths/depths are dimensioned in compliance with standard City subdivision or Chapter 33 code requirements. Their areas are, again, not countable towards satisfying (the) open space area requirement(s). Internal and external parkstrip landscaping (abutting rights-of-way) appears code compliant -- save as noted by the City Forestry Department. (Substitution of some tree species will be required.)

**6. Path/Trailway(s):**

The Project provides a pathway along the Grimes Drain that adjoins the Property at its southwest corner/side. No other waterways affect the Project in terms of invoking a requirement to provide a path or trailway alongside the same. The developer is proposing internal sidewalks with connection to Cherry, Franklin and Birch as well as a few cross

connecting walkways between lots thereby linking foot traffic from one internal, local street to another through blocks. Noted is that the Subdivision is not within reasonable walking distance of servicing schools; and,

**7. Zoning Based Building Controls:**

**A. Building Setbacks:** Will be reviewed at time of Building Permit application if this Project is (re)approved; and,

**B. Building Heights:** No expression of intent to propose alternative building heights to exceed normal zone standards has been provided to Staff; and,

**C. Other Building Considerations:** During application for a Building Permit for any residential structure in the Project, both requirements from the PUD code as well as those stemming from the City's adopted Building Code will be applied by the City against any approvals of such structures. Non-zero lot line structures will be reviewed in conjunction with Building Code standards. Any requirements from the Modified Development Agreement that is associated with the application (including any building architectural requirements) also will necessarily affect the build out of residential units in Franklin Village ; and,

**8. Agency/Citizen Response(s):**

Any correspondence from agencies or the citizenry regarding this part of the application is hereafter attached to this document and is that which was provided to our office prior to printing of this report. Agency comments are primarily geared towards recommending conditions for the Project should it be approved.

**Summary Commentary:** Plat and PUD plan appear to be eligible for consideration for approval (with conditions [including corrections] as iterated hereafter).... Provision for maintenance of common space is afforded by virtue of the Developer's CC&Rs, copy in file, not in packet.

**RECOMMENDED CONDITION(S) OF APPROVAL**

Should the Commission vote to recommend to the City Council that they approve the requested, Project related, Development Agreement Modification(s) as desired by the Applicant, then Staff would recommend that the Commission suggest to the Council that they consider imposing the following Conditions of Approval on/to the Development/Applicant as the developer:

**I. As pertaining to the request for Development Agreement Modification Approval:**

**Generally:**

- 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 this 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 affect of abrogating requirements from those agencies in connection with [re]entitlement of the Property; and,

**Specifically:**

- 2. That 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 a 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...

Should the Commission vote to recommend approve the requested, Project related, PUD plan and Preliminary Plat as desired by the Applicant, then Staff would recommend that the Commission consider imposing the following Conditions of Approval against the Development/Developer:

**II. As pertaining to the request for PUD & Preliminary Plat Approval(s):**

**Specifically:**

- 1. The Developer/Development shall comply with all requirements imposed by City agencies involved in the review of this 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 (1 page – copy hereto attached). Any corrections to the preliminary Plat's layout or design 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 (4 pages – copy hereto attached); and,

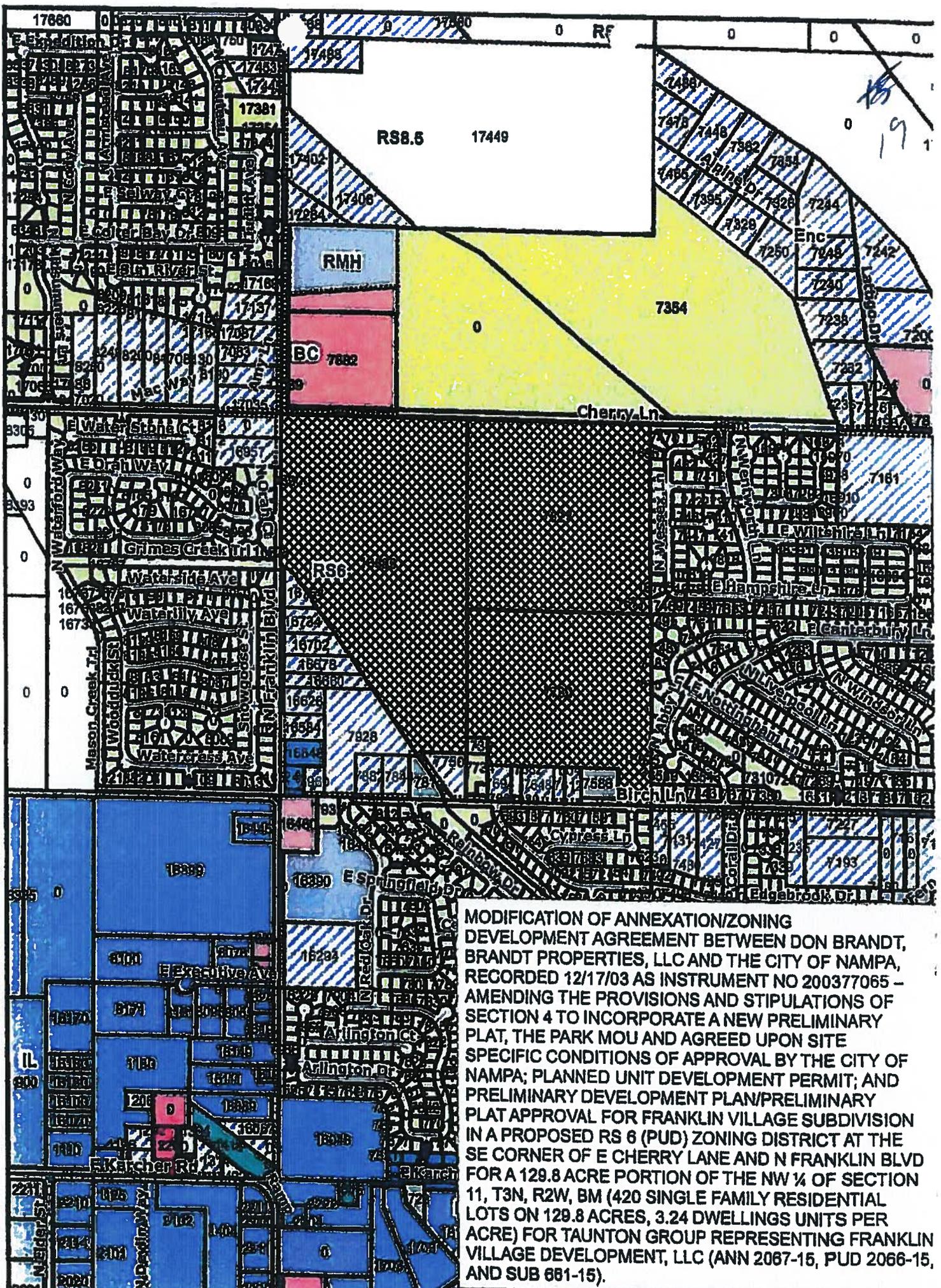
- b. The Developer/Development shall comply with requirements listed in the November 24, 2015 email printout from the Nampa Parks Department authored by Cody Swander (1 page, copy hereto attached); and,
  - c. The Developer/Development shall comply with requirements listed in the December 02, 2015 email printout from the Nampa Forestry Department authored by Tanya Gaona (1 page, copy hereto attached); and,
  - d. The Developer/Development shall comply with requirements listed in the December 08, 2015 memorandum from the Nampa Planning Department authored by Karla Nelson (1 page, copy hereto attached); and,
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; and,
  3. Developer's engineer shall correct any spelling, grammar, punctuation and/or numbering errors that may be evident on the plat face and/or in the proposed plat development notes and include said corrections in a revised preliminary plat; and,
  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.

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### ATTACHMENTS

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- Copy of Vicinity Map (page/Exhibit 15)
- Copies of aerial photos of Property (with zoning and Parcel #s) (pages/Exhibits 16-17)
- Copy of Parcel # and parcel size identifiers (page/Exhibit 18)
- Copy of Applicant's representative's justification/explanation narrative (pages/Exhibits 19-23)
- Copy of Development Agreement Amendment/Modification Application (page/Exhibit 24)
- Copy of 2003 Development Agreement (Ord. 3280) bearing on Property (pages/Exhibits 25-33)
- Copy of PUD Application (page/Exhibit 34)
- Copy of Franklin Village plat Application form pages (pages/Exhibits 35-36)
- Copy of Project concept plan, plat pages and landscape plan pages (pages/Exhibits 37-50)
- Copy of neighborhood meeting materials (pages/Exhibits 51-54)
- Copy of [responding] agency/department correspondence (including draft MOU) (pages/Exhibits 55-72)



MODIFICATION OF 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  
 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 DWELLINGS UNITS PER  
 ACRE) FOR TAUNTON GROUP REPRESENTING FRANKLIN  
 VILLAGE DEVELOPMENT, LLC (ANN 2067-15, PUD 2066-15,  
 AND SUB 681-15).

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# Map

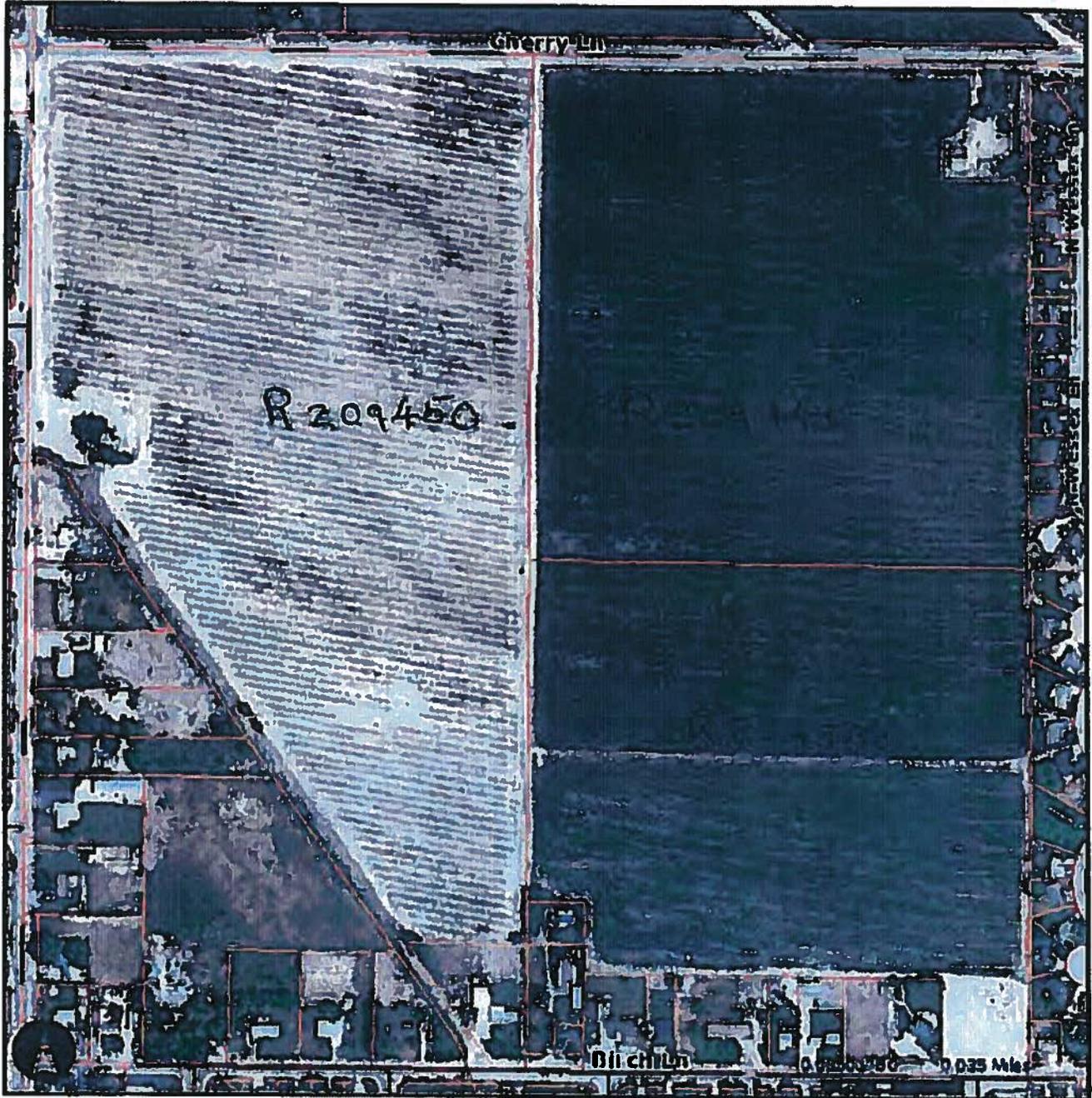


County Parcels



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# Map



County Parcels



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**Franklin Village Parcel Numbers**

**Parcel #1 56.1 Acres R2094500000**

**Parcel #2 33.3 Acres R2095800000**

**Parcel #3 39.9 Acres R2094400000**

# Taunton Group

Community Development

10/30/15  
23

October 30, 2015

Mr. Norman Holm, Director  
Planning & Zoning Department  
Nampa City Hall  
411 3<sup>rd</sup> St. So.  
Nampa, ID 83651

Re: Franklin Village Subdivision: Preliminary Plat, Planned Unit Development, & Development Agreement Modification Applications

Dear Mr. Holm,

On behalf of the applicant Franklin Village Development, LLC, please accept the three applications for approval of the preliminary plat, the Planned Unit Development, and the Development Agreement modification. The property is located at the southeast corner of Franklin Blvd. and Cherry Lane and comprises 129.8 acres. The site is designated on the Nampa Comprehensive Plan as Medium Density Residential and Park, and is zoned RS6-DA. A development agreement was recorded on the property on December 17, 2003 following annexation and zoning.

**Preliminary Plat**

The preliminary plat will create a residential community connected to a 28.2 acre (net) public city park. No commercial uses are proposed. A table on the cover sheet provides preliminary plat details, but in summary a total of 464 lots are planned including 420 detached single-family lots, 33 common lots (including the park lot) and 11 shared driveway lots that provide access to residential lots. The gross residential density is 3.24 units/acre and the net residential density excluding the park area is 5.61 units/acre.

**Roadways and Access:** Access to the site will be from main entries on Franklin Blvd. and Cherry Lane and a secondary point of access on Birch Lane. Each of these intersections will be landscaped entries to the community. Franklin Blvd. and Cherry Lane are classified as principal arterials and Birch Lane is a collector. A key feature of the transportation plan is a central roundabout that will be both a landscape feature and a safe intersection for motorists and pedestrians.

All roads are designed in accordance with City of Nampa design standards. The applicant has prepared a Traffic Impact Study for the project and has previously submitted the study to the City.

Additional access to the city park from the arterial roadways will be determined during detailed planning of the park by the City.

**Utilities:** As depicted on the preliminary plat and described elsewhere, sewer, water and pressurized irrigation exists with adequate capacity adjacent to the site and the project infrastructure will connect to these facilities.

The preliminary plat includes adequate areas for storm drainage that meet the City's design requirements. A drainage study is included with this application.

**Parks and Open Space:** In addition to the city park, the residential community has been designed to include acres of open space that is well distributed throughout the community. Approximately 130 lots, or over 30% of the total lots, will have direct access to the city park and common areas, excluding roadway buffers. Paved pathways will be developed throughout the community to provide neighborhood connectivity and access to common areas, the Grimes Drain pathway and the city park. Two tot lots are planned to be located in neighborhoods that are furthest from the city park. The Idaho Power easement will be improved as an extension of the grassy easement area within the adjacent Sherwood Forest subdivision from the east property boundary to the central roundabout.

A 10' multi-purpose pathway will be constructed on the north side of Orah Blvd. from the central roundabout to the approximately Franklin Blvd. The exact location will be determined during the final design of the park.

The existing Development Agreement requires the donation of approximately 23 acres for a city park. As mentioned the proposed park area is 28.2 acres. The applicant has been advised that a Memorandum of Agreement (MOU) is under preparation between the City and property owner that will outline the details of the contribution of the park property and other provisions. It is anticipated that the MOU will be completed prior to the public hearing at the Planning & Zoning Commission.

**Project Phasing:** Overall phasing of the project will be subject to market condition. The initial phase of residential development of approximately 40 lots is planned to occur adjacent to Franklin Blvd and south of Orah Blvd. Future development is anticipated to continue east and then north of the Idaho Power easement in compact development phases that will minimize disturbance of the site.

**Neighborhood Meeting:** While not a requirement of the City of Nampa, the applicant took the proactive step to conduct a neighborhood meeting to explain the project to those that attended. Notices were sent to addresses within 300' of the project and the meeting was conducted at the Birch Elementary School on September 16, 2015. Copies of the notice and sign-in sheets are attached.

**Historic Preservation Office Approval:** Included with this letter is the clearance letter for Franklin Village from the Idaho State Historic Preservation Office indicating that the project will have no effect on historic properties.

DP  
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**Planned Unit Development (PUD)**

The PUD option is being proposed for the project to facilitate an innovative project design that will provide significant public value. During preparation of plan, the applicant identified the key community planning principles that became the foundation of the plan. The principles are:

1. Create an active, walkable and connected community that promotes health and wellness
2. Provide a diversity of housing designs, sizes and price points that offer opportunities for a broad range of consumer incomes and life stages
3. Design community gathering places, both big and small that foster social interaction
4. Use open space as an organizing element in community design
5. Deliver a high level of architectural design

**Residential Architecture:** Included with the application are conceptual elevations of the proposed residential architecture that illustrates a high level of design, materials and color variation that will provide an architectural richness to the community. Housing that will be offered at Franklin Village is planned to range from 40' to 60' wide homes, both single story and two story.

A unique feature of the plan is the diversity of lot sizes within a block face. Most contemporary subdivisions include pods of similar sized lots separated from one another. Typically, the pods then have only a few plans and elevations and the result is very limited architectural variation. Franklin Village will capture the character of older neighborhood where smaller lots were mixed with larger lots resulting in greater architectural diversity.

**Requested Deviations from RS6 and PUD Standards:** As part of the PUD application, the applicant is requesting the following deviations from the RS6 standards to implement the community principles:

1. Front setback to be 20' to the garage and 15' to the living area
2. Rear setback to be 10'
3. Interior side yard setback to be 5'
4. Street side yard setback to be 15' to living area and 20' to side-loaded garage
5. Rear setback on subdivision boundary to be 10'
6. Side setback on subdivision boundary to be 5'
7. Allow block lengths exceeding 500' in 2 locations – 550' and 560'
8. Inclusion of the city park area, the improved Idaho Power easement east of the roundabout, and the improved Grimes Drain area within the 15% open space requirement
9. Minimum residential lot size to be 4,869 sf.
10. Minimum lot width to be 50'

The need for the PUD option allowing the listed deviations results primarily from the contribution of the park site, which reduces the residential portion of the site. To a lesser extent, the Grimes Drain and the Idaho Power easement also reduce the buildable area. Additionally, the deviations are necessary to implement the community planning principles particularly related to creating opportunities for activity

~~2/6~~  
2/6

and community connectivity. There is a need is to craft a more compact neighborhood plan than would be possible with the RS6 standards.

The applicant is also requesting the elimination of a sidewalk along the south side of Orah Blvd. to be replaced by a larger 10' pathway on the north side of Orah Blvd. within the park. There is little practical reason to have a sidewalk on the south side when the pedestrian desire will be to use the pathway within a park setting that is separated from the roadway.

**Density:** The PUD option allows for an increase in residential density of 10% over the 7.26 units/acre permitted for the RS6 zone. As mentioned above the preliminary plat gross density is 3.24 units/acre and the net density is 5.61 units/acre. The applicant is requesting the right to utilize the 10% increase based on market response that will determine lot sizes in future phases of development. However, the maximum residential density will not exceed that permitted for the RS6 zone.

**Flexibility:** Larger projects that will develop over longer time frames require the flexibility to adjust to economic and market conditions. Accordingly the applicant is requesting that a reasonable level of deviation for final plats from the preliminary plat be approved. Appropriate language would be created and included in the Development Agreement modification.

**Restrictive Covenants:** Included with this application are draft Covenants, Conditions and Restrictions (CC&Rs) for Franklin Village. The CC&Rs allow for the creation of a homeowners association that will own and maintain the common areas identified within the preliminary plat. The document also will establish an Architectural Committee that will have the authority to approve design plans within the community.

**Development Agreement Modification**

The recorded Development Agreement for the site will be revised to incorporate the new preliminary plat, the park MOU and agreed upon site specific conditions of approval by the City of Nampa. It is anticipated that the Planning Staff will begin preparation of the document following review by the Planning & Zoning Commission and prior to action by the City Council.

**Summary**

The applications for preliminary plat, PUD and development agreement modification for the Franklin Village subdivision have carefully considered the Nampa Comprehensive Plan, zoning ordinances, the site location, surrounding neighborhoods and market trends to craft a community that will be an asset to the City of Nampa. On behalf of the applicant I would request your recommendation for approval and scheduling the applications for the next available public hearing at the Planning & Zoning Commission.

Respectfully,

*B. Taunton*

Bob Taunton, Applicant Representative  
Taunton Group, LLC  
2724 S. Palmatier Way  
Boise ID 83716  
208-401-5505  
bobtaunton@tauntongroup.com

*me*  
*27*

**Attachments:**

**Neighborhood meeting notice and sign-in sheets**

**Parcel numbers**

**Completed application forms – preliminary plat, PUD, development agreement modification**

**Application checklist – preliminary plat**

**Legal description**

**Affidavit**

**Conceptual housing elevations**

**Draft CCR's**

**Deeds**

**Idaho State Historic Preservation Office clearance letter**

**Application Fees**



DEVELOPMENT AGREEMENT MODIFICATION

APPLICATION FOR AMENDMENT OF ZONING ORDINANCE OR MAP

City of Nampa, Idaho

1/2/16  
ROBERT

28

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by a nonrefundable fee of \$406.00 (for 1 acre or less), and \$811.00 (for more than 1 acre) for a map amendment; or \$219.00 for a text amendment.

Applicant: Franklin Village Development, LLC

Name of Applicant/Representative: Bob Taunton, Taunton Group, LLC Phone: 208-401-5505

Address: 2724 S. Palmyra Way City: Boise State: ID Zip Code: 83716

Applicant's interest in property: (circle one) Own Rent Other Developer

Owner Name: Donald K. Brandt et al Phone: 208-466-7821

Address: 203 11th Ave, South City: Nampa State: ID Zip Code: 83651

Address of subject property: SEC Franklin Rd & Cherry Lane

Is a copy of one of the following attached? (circle one) Warranty Deed Proof Of Option Earnest Money Agreement.

Subject Property Information

(Please provide one form of the following REQUIRED DOCUMENTATION to complete the amendment):

[X] Original Legal description of property AND a legible WORD formatted document. (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document

[ ] Subdivision Lot Block Book Page

Project Description

State the zoning desired for the subject property: N/A

State (or attach a letter stating) the zoning amendment desired, text or map, and the reason for the change, together with any other information considered pertinent to the determination of the matter. In the case of a text amendment please attach the full text of the proposed amendment.

N/A

Dated this 30th day of October, 2015

R. Taunton  
Signature of applicant  
Representative

NOTICE TO APPLICANT

This application will be referred to the Nampa Planning Commission for its consideration. The Planning Commission shall hold a public hearing on the application and will then make its recommendation to the City Council. The City Council will then hold a second public hearing. Notice of the public hearings must be published in the Idaho Press-Tribune 15 days prior to said hearings. In the case of map amendments notice shall also be posted on the premises not less than 1 week prior to the hearings and notices will be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.

For Office Use Only: File Number: ANN 2067 - 2015 Project Name: DAM Franklin PUD

INSTRUMENT NO. 200371065

DATE  
2/09

ORDINANCE NO. 3280

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO, ANNEXING REAL PROPERTY FOR A SINGLE FAMILY RESIDENTIAL 6,000 SQUARE FOOT MINIMUM LOT SIZE LOCATED AT THE NORTHEAST CORNER OF FRANKLIN BOULEVARD & EAST BIRCH LANE IN THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ZONING THE SAME RS-6 PUD, SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE APPLICANT AND THE CITY OF NAMPA, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

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

Section 1: That the following described real property, and all thereof, be, and the same is hereby, annexed and made a part of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

Section 2: That the real property so annexed, as described in Exhibit "A" above shall be zoned RS-6 PUD.

Section 3: That this annexation and zone ordinance is subject to and limited by that certain Development Agreement entered into between the parties, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference.

Section 4: That the City Engineer is hereby directed to alter the Use and Area Map in accordance with this Ordinance.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 1st DAY OF December, 2003.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 1st DAY OF December, 2003.

Approved:

By [Signature]  
Mayor

Attest:

By [Signature]  
City Clerk





**IDAHO  
SURVEY  
GROUP**

701 S.Allen St., Suite 105  
Meridian, Idaho 83642

Phone (208) 846-8570  
Fax (208) 378-0329

*JB*  
*30*

Project No. 03-152

September 4, 2003

**EXHIBIT "A"**  
**DESCRIPTION FOR  
ANNEXATION AND REZONE TO RS6  
BRANDT PUD**

A parcel of land located in the NW1/4 of Section 11, the NE1/4 of Section 10, the SE1/4 of Section 3 and the SW1/4 of Section 2, T.3N., R.2W., B.M., Canyon County, Idaho more particularly described as follows:

Commencing at the NW corner of said Section 11;

thence along the West boundary line of said Section 2 North 00°27'18" East, 25.00 feet to the REAL POINT OF BEGINNING;

thence along a line 25.00 feet northerly of and parallel with the North boundary line of said Section 11 South 89°25'33" East, 2643.65 feet;

thence along the West boundary line of Sherwood Meadows No. 2 Subdivision as filed in Book 29 of Plats at Page 6, records of Canyon County, Idaho and the northerly extension thereof South 00°23'26" West, 1349.14 feet to the SW corner of said Sherwood Meadows No. 2 Subdivision;

thence along the South boundary line of Sherwood Meadows No. 2 Subdivision South 89°12'46" East, 5.68 feet to the NW corner of Sherwood Forest No. 1 Subdivision as filed in Book 24 of Plats at Page 43, records of Canyon County, Idaho;

thence along the West boundary line of said Sherwood Forest No. 1 Subdivision South 00°29'15" West, 1299.05 feet to a point 25.00 feet northerly of the C1/4 corner of said Section 11;

thence along a line 25.00 feet northerly of and parallel with the East-West centerline of said Section 11 North 89°24'43" West, 230.37 feet;

thence North 00°26'38" East, 225.20 feet;

thence North 89°24'43" West, 943.43 feet;

thence North 00°26'38" East, 185.40 feet;

thence North 89°24'43" West, 150.00 feet to a point on the North-South centerline of the NW1/4 of said Section 11;

thence along said North-South centerline South 00°26'38" West, 109.47 feet;

thence leaving said North-South centerline North 89°24'43" West, 320.06 feet;

thence South 35°22'15" East, 372.02 feet to a point 25.00 feet northerly of the East-West centerline of said Section 11;

thence along a line 25.00 feet northerly of and parallel with said East-West centerline North 89°24'43" West, 64.13 feet to a point on the centerline of the Grimes Drain;

thence along the centerline of the Grimes Drain the following courses;

thence along a non-tangent curve to the left 58.26 feet, said curve having a radius of 110.00 feet, a central angle of 30°20'51" and a long chord of 57.58 feet which bears North 19°52'18" West to the point of tangency;

thence North 35°02'44" West, 484.23 feet;

thence North 35°40'26" West, 393.94 feet;

thence North 34°46'35" West, 513.81 feet;

thence North 36°03'58" West, 430.75 feet;

thence North 53°27'34" West, 27.84 feet;

thence North 66°12'56" West, 18.58 feet to a point 33.00 feet easterly of the West boundary line of said Section 11;

thence leaving said Grimes Drain centerline and along a line 33.00 feet easterly of and parallel with the West boundary line of said Section 11 North 00°24'01" East, 694.46 feet;

thence North 88°52'21" West, 66.01 feet to a point 33.00 feet westerly of the West boundary line of said Section 11;

thence along a line 33.00 feet westerly of and parallel with the West boundary line of said Section 11 North 00°24'01" East, 373.99 feet;

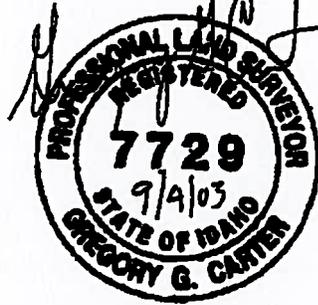
thence along a line 33.00 feet westerly of and parallel with the West boundary line of said Section 2 North 00°27'18" East, 25.01 feet;

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thence South 89°25'33" East, 33.00 feet to the REAL POINT OF BEGINNING,  
containing 130.84 acres, more or less.

*JRC*  
*32*

Prepared by:  
Idaho Survey Group, P.C.



Gregory G. Carter, P.L.S.

**EXHIBIT "B"**

**DESCRIPTION FOR ANNEXATION  
A PORTION OF CHERRY LANE**

A parcel of land located in the NE1/4 of Section 11 and the SE1/4 of Section 2, T.3N., R.2W., B.M., Canyon County, Idaho more particularly described as follows:

Commencing at the NW corner of said Section 11;

thence along the West boundary line of said Section 2 North 00°27'18" East, 25.00 feet;

thence along a line 25.00 feet northerly of and parallel with the North boundary line of said Section 11 South 89°25'33" East, 2643.65 feet to the REAL POINT OF BEGINNING;

thence continuing along a line 25.00 feet northerly of and parallel with the North boundary line of said Section 11 South 89°25'33" East, 2633.03 feet to a point;

thence South 00°34'27" West, 25.00 feet to a point on the North section line of said Section 11;

thence continuing South 00°34'27" West, 25.00 along a line 25.00 feet westerly of and parallel with the East boundary line of Said Section 11 to a point 25.00 feet South of the northerly section line of said Section 11;

thence along a line 25.00 feet southerly of and parallel with the North boundary line of said Section 11 North 89°25'33" West, 1304.00 feet to a point;

thence North 00°34'27" East, 25.00 feet to a point on the northerly section line of said Section 11;

thence along said section line North 89°25'33" West, 1329.04 feet to a point;

thence North 00°34'27" East, 25.00 feet to the REAL POINT OF BEGINNING, containing 2.26 acres, more or less.

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**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT, is made and entered into this 14 day of Dec 2003, by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City", and, Donald K. Brandt hereinafter referred to as the "Developer".

**WITNESSETH**

WHEREAS, the Developer has applied to the City for a Development Agreement in conjunction with zoning to RS6PUD (Single Family Residential, 6,000 sq. ft. minimum lot size with a Planned Unit Development overlay) for 126.76 acres located at the northeast corner of the intersection of Franklin Rd. and East Birch Lane in the SW ¼ of Section 2 and the NW ¼ of Section 11, T3N, R2W, Boise Meridian in Canyon County and further hereinafter identified as the "Property" upon Exhibit "A" hereafter attached and made a part of this Agreement;

WHEREAS, the Nampa City Code allows a property owner or developer to request that an application for annexation, zoning or zoning map amendment and preliminary plat be processed in connection with the execution of a development agreement, wherein through such development agreement, a property owner or developer may agree to make written commitments concerning the use or development of a subject parcel in exchange for the change of zoning requested; and

WHEREAS, the City has approved the requested annexation and zoning for the Property, subject to the following terms or commitments and desires to formalize and clarify the respective obligations of the parties.

NOW THEREFORE, the parties hereto do hereby agree to the following commitments or terms as follows:

1. This development agreement shall not prevent the City in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by the City in exercise of its police powers that do not conflict with the developer's property rights, the parties' commitments applicable to the Property as set forth herein or the RS6PUD Zone classification, approved hereby as the Property has been deemed land suitable for commercial and residential development.
2. Any commitment contained herein which involves ongoing performance required of the Developer for which the Developer fails to comply with the commitment after completion of construction, said failure may be dealt with by the City according to the violations and penalties provisions of Nampa City code.
3. This Development Agreement is intended to be supplemental to all other local, city, state and federal code requirements, rules and regulations, and is established to help ensure compatibility of the resulting land use with the surrounding area and shall not abrogate the need to obtain all requisite permits to execute the development proposed in conjunction with this agreement nor relieve the Developer or development of responsibility for learning what those permits or other requirements are for the project to be emplaced and maintained.
4. The provisions and stipulations of this development agreement shall be binding on the City, the Developer, each subsequent owner, and each other person acquiring an interest in the Property and are, in no particular order, as follows:
  - a. Developer agrees that actual development of the Brandt Planned Unit Development project shall be in accordance with the mix and layout of lots and lot sizes that are the same or very nearly so to those that were presented to the City Council by way of concept exhibits presented during their hearing of August 18, 2003. A reduced sized copy of that exhibit is attached hereto as Exhibit B. The developer also agrees to develop required project landscaping in accordance with Nampa City Code.

**Park And Donation Thereof:**

- A1. Developer will extend green belt pathing along Grimes Creek from Franklin Blvd. to Birch Lane. City will enter into maintenance agreement to maintain the asphalt pathway. The homeowners association will maintain the landscaped area.
- A2. The developer will donate to the city approximately 23 acres for a city park. The developer will construct the roadway through the park until it reaches the residential area and will landscape the entry off Franklin Blvd. and 15 ft. landscape strip on each side of the roadway through the park.

36  
~~36~~

5. The Developer and subsequent persons or parties having ownership of the Property shall also abide by those other Conditions of Approval approved and adopted by the Nampa City Council and Planning and Zoning Commission for the project.
6. This Development Agreement may be modified only by agreement of the Developer and the City Council of the City of Nampa, Idaho after complying with any notice and hearing procedures that may be required under Idaho Code 67-6511A or Nampa City Code 10-2-3(B).
7. The execution of this Development Agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the subject Property to its prior designation upon failure of the conditions imposed upon the Developer by this development agreement. Provided, however, that no such consent shall be deemed to have been given unless the City provides written notice of any such failure and the Developer fails to cure such failure within six months of such notice.
8. This Development Agreement and the commitments contained herein shall be terminated, and the zoning designation upon which the use is based may be reversed or rendered nullified by the City, upon the failure of the Developer or each subsequent owner or each person acquiring an interest in the Property to comply with the commitments contained herein within two years and after complying with the notice and hearing procedures of Idaho Code 67-6509. Provided, however, no such termination and reversal shall occur unless the City first provides written notice of any such failure to comply and the Developer fails to cure such failure within six months from the date of such notice. The two-year period of time for compliance of/with commitments may be extended by the City for just cause and application for such by the developer, and after complying with the notice and hearing provisions of Idaho Code 67-6509. Alternatively, in order to gain compliance with this Agreement, the City may pursue other mitigation measures (e.g., holding of Building/Occupancy Permits, civil suit, etc.).
9. Any provisions or conditions of this Agreement found to be more restrictive than the City's conditions of Approval on the project or the Developer's covenants for the same shall take precedent over the other regulations. Conversely, any restrictions of this Agreement found to be less restrictive than the Conditions or covenants shall still govern. These conditions are provided in addition to and not in lieu of approval conditions already assigned to the development by the City not herein contained/listed.
10. It is intended by the parties that this development agreement shall be recorded on the effective date hereof as specified below, and "run" with the Property.

*Handwritten initials and number 3*

Let any invalidation of any one or more of these covenants by judgment or court order in no wise affect any of the other provision that shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this day and year first above written.

CITY OF NAMPA

*Tom Dale*  
Tom Dale, Mayor  
City of Nampa, Idaho

*Diana Lambing*  
Attest: Diana Lambing, City Clerk

CITY OF NAMPA, IDAHO

STATE OF IDAHO

County of Canyon

On this 2<sup>nd</sup> day of December in the year of 2003, before me Deborah L. Bishop personally appeared Tom Dale, known or identified to me, to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same, and were so authorized to do so for and on behalf of said City of Nampa.

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



*Deborah L. Bishop*  
Notary Public for Idaho  
Residing at Nampa, Canyon County, Idaho  
My Commission expires: 6-13-2007

*Dan Brandt*  
Dan Brandt, Brandt Properties, LLC  
Developer(s)

STATE OF IDAHO

County of Canyon

On this 1<sup>st</sup> day of December in the year of 2003, before me Lori West personally appeared Don Brandt in Nampa, known or identified to me, to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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



*Lori S. West*  
Notary Public for Idaho  
Residing at Nampa, Idaho  
My Commission expires: 9-10-07

REQUEST  
NANPA CITY OF

CANYON CNTY RECORDER  
G NOEL SALES  
*[Signature]*

DEC 17 PM 2 00

RECORDED

200377065



12/16 PZ  
Robert

# Application for Planned Unit Development

City of Nampa, Idaho

38

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by the appropriate fee of \$790.00.

(This application may take place under the same fee concurrent with an application for rezoning or zoning with annexation provided the procedural requirements for each application are met. A separate fee shall be required when filing for approval of a preliminary and/or final development plan.)

Applicant: Franklin Village Development, LLC

Name of Applicant/Representative: Bob Taunton, Taunton Group, LLC Phone: 208-401-5505

Address: 2724 S. Palmatier Way City: Boise State: ID Zip Code: 83716

Applicant's interest in property: (circle one) Own Rent Other Developer

Owner Name: Donald K. Brandt et al Phone: 208-466-7821

Address: 203 11th Ave S. City: Nampa State: ID Zip Code: 83651

Survey (Engineer or Planner Name): KM Engineering, LLP Phone: 208-639-6939

Proposed Schedule for Development: Beginning Date 2016 to Ending Date 2025

Address of subject property: SEC Franklin Rd & Cherry Lane

Is a copy of one of the following attached? (circle one) Warranty Deed Proof Of Option Earnest Money Agreement.

### Subject Property Information

(Please provide one form of the following REQUIRED DOCUMENTATION to complete the PUD request):

- Original Legal description of property AND a legible WORD formatted document.  
Old or illegible title documents will need to be retyped in a WORD formatted document
- OR Subdivision \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_
- A Concept Plan of the proposed development at a scale of at least 1"=100' showing all existing conditions and the proposed location and type of land uses.

### Project Description

State the zoning desired for the subject property: RSG-DA (PUD)

Existing Use of subject property: Agriculture

State (or attach a letter stating) the reason the PUD would be in the Public Interest: See Attached

Dated this 30th day of October, 2015

R Taunton  
Applicant Signature  
Representative

### Notice to Applicant

This application will be referred to the Nampa Planning Commission for consideration at a public hearing. This first hearing shall be for the approval of the concept plan. If the concept plan is recommended to the City Council for approval, the City Council will hold a second public hearing for the purpose of endorsing the Commission's approval of the concept plan and amending the zoning map by overlay of the Planned Unit Development (PUD) district. The City Council may either approve, approve with conditions or deny the amendment. If conditions are attached, the City Council shall not amend the zoning map until the concept plan has been revised and approved by the Planning Commission. Notice of the public hearings must be published in the Idaho Press Tribune 15 days prior to said hearings. Notice shall be posted on the premises not less than 1 week prior to the hearings. Notice will also be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.

Following concept plan approval you may proceed with preparation of the Preliminary Development Plan (PDP). Upon approval of the PDP by the Planning Commission, you may proceed with the preparation of the Final Development Plan (FDP). All plans must be prepared in accordance with the Nampa Comprehensive Zoning Ordinance. The Planning Commission shall either approve or disapprove the FDP and submit their recommendation to the City Council. If the plan is either approved or approved with conditions the City Council shall authorize the Planning Director to issue a PUD permit in accordance with the approved plan and supplementary conditions attached thereto. If the Planning Commission denies approval at any stage in the above process you may appeal the decision to the City Council within 15 days from the date of such action.

### For Office Use Only:

File Number: PUD 2066-2015 Project Name: Franklin Village

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**A. GENERAL INFORMATION**

Subdivision Name Franklin Village

Total Acres 129.7

Intended Land Uses Circle (residential) single-family, multi-family, commercial, industrial)

Property Address(es) 5EC Franklin Rd & Cherry Lane

Legal Description See Attached

Canyon County Parcel Account Number(s) See Attached

Existing Zoning. (Circle one) RA (RS) RSM RD RML RMH RP BN CB BC BF IP IL IH AG  
(County Zoning) \_\_\_\_\_

**B. OWNER/ APPLICANT INFORMATION**

**Owner of Record**

Name	Donald K. Brandt et al
Address	203 11th Ave. S.
City	Nampa
State	ID, 83651
Telephone	208-466-7821
Email	
Fax	

**Applicant**

Name	Franklin Village Development, LLC
Address	701 S. Allen
City	Meridian
State	ID, 83642
Telephone	208-695-2401
Email	marmuth@hubblehomes.com
Fax	

**Engineer/Surveyor/Planner**

Name	KM Engineering, LLP
Address	9233 W. State St.
City	Boise
State	ID, 83714
Telephone	208-639-6939
Email	kevin@kmengllp.com
Fax	208-639-6930

40

<b>C. SUBDIVISION INFORMATION</b> <i>See Preliminary Plat Cover Sheet for detail</i>		
<b>Lot Types</b>	<b>Number of Lots</b>	<b>Acres</b>
Residential	420	
Dwelling units per acre (gross /net)	3.24 / 5.61	
Commercial		
Industrial		
Common (Landscape, Utility, Other)	54	
Open Space		
<b>Total</b>	<b>464</b>	<b>129.8</b>

**DEADLINES FOR SUBMITTALS**  
 The completed application and plat documents must be submitted to the Planning Department not later than \_\_\_\_\_. The Planning Commission meets on \_\_\_\_\_; applications are due approximately \_\_\_\_\_ weeks prior to that date.

All supplemental information to be added to the application file must be received by the Planning Department no later than 15 days prior to the public hearing date.

**\*\*\*Please do not submit a subdivision application until all items are completed. Incomplete applications will not be accepted or reviewed.\*\*\***

**I understand:**

1. This application is subject to acceptance by the City of Nampa upon determination that the application is complete.
2. The hearing date is tentative and subject to change with notice.
3. This application is subject to a public hearing before the Nampa Planning and Zoning Commission.
4. The application fee is non-refundable.

All information, statements, attachments, and exhibits included with this application submittal are true to the best of my knowledge.

Signature R. TAUNTON Date 10-30-15  
TAUNTON GROUP, LLC  
208-401-5505  
Representative

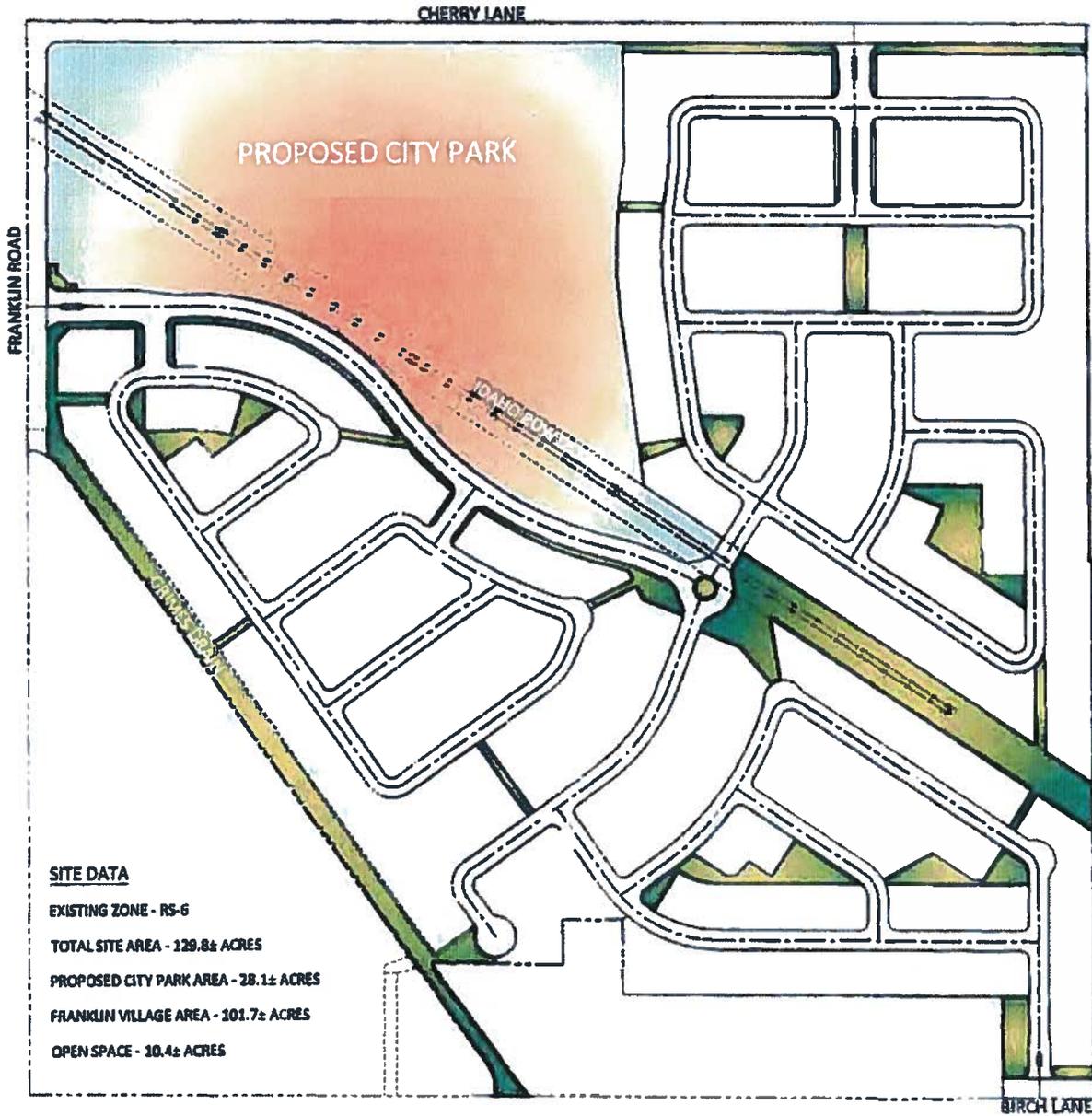
**For City Office Use Only**

FEE \$: \_\_\_\_\_ CASH: \_\_\_\_\_ CHECK: \_\_\_\_\_ RECEIPT NO.: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_ RECEIVED BY: \_\_\_\_\_ HEARING DATE: \_\_\_\_\_

2/27/11  
4/1

# FRANKLIN VILLAGE



### SITE DATA

- EXISTING ZONE - RS-6
- TOTAL SITE AREA - 129.8± ACRES
- PROPOSED CITY PARK AREA - 28.1± ACRES
- FRANKLIN VILLAGE AREA - 101.7± ACRES
- OPEN SPACE - 10.4± ACRES



FRANKLIN VILLAGE  
NANAYA, IDAHO  
NEIGHBORHOOD MEETING EXHIBIT

**km**  
KIMMEL & MANN  
PLANNING & DESIGN

1 OF 1

PRELIMINARY - NOT FOR CONSTRUCTION

















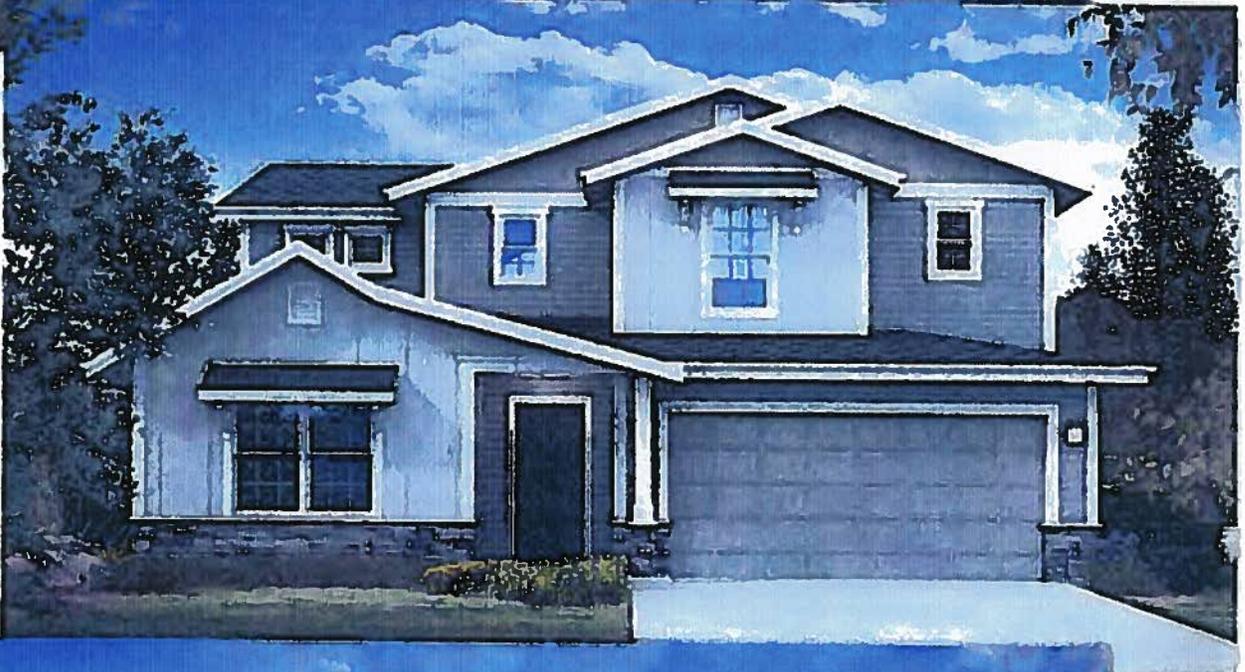
144  
50



4477  
51



1/8 25





4/24  
53



506  
54



Handwritten initials and date: 9/5/15

**DATE:** September 4, 2015  
**TO:** Neighbors  
**FROM:** Franklin Village Development, LLC  
**RE:** Franklin Village

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**Dear Neighbor:**

**We are currently working on a new residential development located at the southeast corner of Franklin Boulevard and Cherry Lane in Nampa, Idaho. This letter is notice of an opportunity to review and discuss the 130-acre project, which is depicted on the enclosed vicinity map. This is not a public hearing and public officials will not be present.**

**The neighborhood meeting will be held on Wednesday, September 16, 2015, at 6:30 p.m., in the Birch Elementary School cafeteria. The school is located at 6900 Birch Lane, Nampa, ID 83687. Please use the back entrance to the school, which is located on the west side of the school along 11<sup>th</sup> Avenue.**

**We look forward to seeing you there.**

# Neighborhood Meeting

Vicinity Map

Project Site

Meeting Location:  
Birch Elementary  
School

3000 ft

15

Google earth

© 2015 Google









# City of Nampa

SPR  
5-9

**ENGINEERING DIVISION**

**OFFICE (208) 468-5444**

**CITY HALL 411 THIRD STREET SO. NAMPA, IDAHO 83651 FAX (208) 465-2261**

**DATE:** December 29, 2014  
**TO:** Planning and Zoning Commission  
**Cc:** Lenard Grady, P.E., Nampa City Engineer  
**FROM:** Daniel Badger, P.E.  
**SUBJECT:** Franklin Village Subdivision, Preliminary Plat

The Engineering Division has reviewed the preliminary plat for Franklin Village Subdivision and recommends approval with the following comments:

**Utilities:**

- Show the pressure irrigation lines within the development.
- The Sherwood Forest Subdivision to the east of the development has a storm water discharge that routes through the development. Show how you will accommodate this discharge.
- Show extending the sewer to Cherry in Paul Revere Avenue.

**Reports and Studies:**

- Revise the Traffic Impact Study per comments by Paragon Consulting letter dated, December 22, 2015.

**Park:**

- Enter into a memorandum of understanding or development agreement modification for the park development, a draft of which is attached.

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**Sylvia Mackrill**

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**From:** Cody Swander  
**Sent:** Tuesday, November 24, 2015 2:18 PM  
**To:** Sylvia Mackrill  
**Cc:** Darrin Johnson  
**Subject:** Franklin Village Subdivision Project: SUB 661-15

Hi Sylvia,

Nampa Parks has reviewed the preliminary plat for Franklin Village Subdivision Project SUB 661-15 and requests that the property along the north bank of Grimes Drain, 20 feet from the top of bank, be deeded and dedicated to the City of Nampa for the extension of Grimes Pathway as identified on the City of Nampa's Pathway Masterplan. Nampa Parks also requests that the property identified as Block 7 Lot 32 Future City Park Lot be deeded and dedicated to the City of Nampa for a future park site.

Thank you,

Cody Swander  
Nampa Parks Superintendent



Nampa Parks Department  
312 1st Street South  
Nampa, ID 83651  
208.468.5890

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61

**Sylvia Mackrill**

---

**From:** Tanya Gaona  
**Sent:** Wednesday, December 02, 2015 10:31 AM  
**To:** Sylvia Mackrill  
**Subject:** Project SUB 661-15; Franklin Village Subdivision

Sylvia,

In regards to the preliminary plat review for Franklin Village Subdivision, the following conditions must be met before Earl Moran, City Forester, can approve:

1. Patmore Ash not permitted to be planted on the public right of way. Must select a different genus/species.
2. October Glory do not survive in our high PH soil. Select a different variety.

*Tanya Gaona*  
Administrative Assistant II  
City of Nampa, Forestry Department  
468-5748

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# Memo

To: Planning and Zoning Commission  
From: Karla Nelson, Community Planner  
Date: December 8, 2015  
Re: Franklin Village Subdivision Preliminary Plat

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In accordance with Nampa's Bicycle and Pedestrian Master Plan and Nampa Code 10-27-6(H) a pathway should be included along Grimes Drain. The Franklin Village Preliminary Plat appears to show this future pathway that will connect with existing sections of the Grimes Trail west of Franklin Boulevard and south of Birch. Providing transportation alternatives and quality of life enhancements such as pathways are goals of Nampa's Comprehensive Plan and will certainly enhance this proposed development.

All of Franklin Village Subdivision's associated schools are in the Vallivue School District.

**Associated Schools:**

East Canyon Elementary School – The subdivision is 2.5 miles from the Elementary School which is not within walking distance.

Sage Valley Middle School – The subdivision is 3.4 miles from the Middle School which is not a reasonable walking.

New Ridgevue High School – The subdivision is 2.5 miles from the new High School which is not a reasonable walking distance for most students. It is a reasonable biking distance. However students would be forced to ride on roadways without complete bike lanes.

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**Sylvia Mackrill**

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**From:** Eddy Thiel <eddy@nampahighway1.com>  
**Sent:** Tuesday, December 01, 2015 7:34 AM  
**To:** Sylvia Mackrill  
**Subject:** SUB 661-15

Good Morning Sylvia,

The Nampa Highway District #1 has no objection to the preliminary Plat for the Franklin Village Sub, SUB 661-15, as it is not within our Jurisdiction.

If you have any questions or comments feel free to contact us.

Thank you,

Eddy

---

**Eddy Thiel**

**ROW**

**eddy@nampahighway1.com**

1107 HIGHWAY 45, • NAMPA, ID 83686

**TEL** 208.467.6576 • **FAX** 208.467.9916

*This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.*

64

**Norm Holm**

---

**From:** Eddy Thiel <eddy@nampahighway1.com>  
**Sent:** Monday, January 04, 2016 12:59 PM  
**To:** Norm Holm  
**Subject:** ANN2067-15, PUD 2066-15, SUB 661-15

Good Afternoon Norman,

The Nampa Highway District #1 has no objection to the Modification of Annexation/Zoning Development Agreement between Don Brandt, Brandt Properties, LLC and the City of Nampa Recorded 12/17/03 as Instrument #200377065 for Taunton Group representing Franklin Village Development, LLC as it is not within Nampa Highway District #1's jurisdiction.

If you have any questions or comments feel free to contact us.

Thank you,

Eddy

---

Eddy Thiel  
ROW  
[eddy@nampahighway1.com](mailto:eddy@nampahighway1.com)  
4507 Highway 45. • Nampa, Id 83686  
TEL 208.467.6576 • FAX 208.467.9916

*This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation*

65

**Sylvia Mackrill**

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**From:** Marlen Salinas  
**Sent:** Friday, December 18, 2015 1:23 PM  
**To:** Sylvia Mackrill  
**Subject:** RE: Franklin Village PUD PUD2066-15; and Franklin Village Preliminary Plat SUB661-15

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Comment from Kent Lovelace:** no violations seen at this time

**From:** Jonathan O'Brien  
**Sent:** Friday, December 18, 2015 1:16 PM  
**To:** Marlen Salinas  
**Subject:** FW: Franklin Village PUD PUD2066-15; and Franklin Village Preliminary Plat SUB661-15

**From:** Sylvia Mackrill  
**Sent:** Thursday, December 10, 2015 3:04 PM  
**To:** Amanda Morse; Beth Ineck; Brent Hoskins; Carl Miller; Cheryl Jenkins; Compass ([tlaws@compassidaho.org](mailto:tlaws@compassidaho.org)); Craig Tarter; Daniel Badger; Don Barr; Jeff Barnes; Jennifer Yost; Jim Brooks; Jonathan O'Brien; Kent Lovelace; Michael Fuss; Neil Jones; Patrick Sullivan; Robin Collins; Tina Fuller; Vickie Holbrook  
**Subject:** Franklin Village PUD PUD2066-15; and Franklin Village Preliminary Plat SUB661-15

Franklin Village Planned Unit Development - PUD2066-15  
Franklin Village Preliminary Plat - SUB661-15

Attached is the Franklin Village Planned Unit Development application and the Preliminary Plat application for Franklin Village Preliminary Plat, located on 129.7 acres on the south side of E Cherry Lane, on the east side of N Franklin Rd, within an RS-6 (Single Family Residential - 6000 sq ft minimum lot size) zoning district, for Franklin Village Development, LLC, Bob Taunton representing.

The preliminary plat comprises a total of 464 lots (including 43 non-buildable lots and a park lot).

The PUD application and Preliminary Plat will go before the Planning and Zoning Commission as public hearing items on the January 12, 2016 agenda.

Please review and forward any comments to my attention prior to December 30, 2015.

Thank you,  
Sylvia Mackrill  
City of Nampa Planning Department  
208-468-5484  
[mackrill@cityofnampa.us](mailto:mackrill@cityofnampa.us)

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ORGANIZED 1904

# Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH

NAMPA, IDAHO 83651-4395

FAX # 208-463-0092

January 14, 2016

Phones: Area Code 208

Norman L. Holm  
City of Nampa  
411 3rd St.  
Nampa, ID 83651

OFFICE: Nampa 466-7861  
SHOP: Nampa 466-0663

**RE: ANN2067-15, PUD2066-15 & SUB661-15**

Dear Norm:

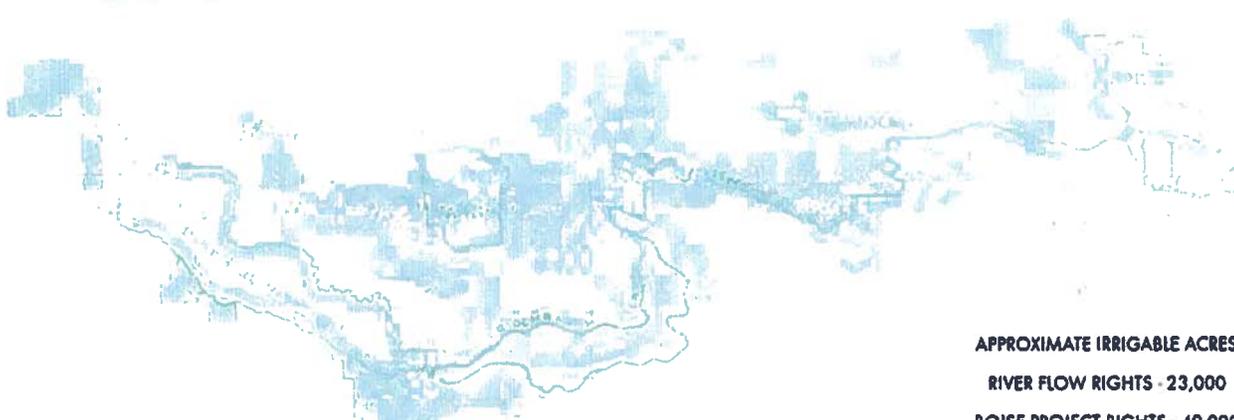
Nampa & Meridian Irrigation District (NMID) has no comment on the above-referenced application as it lies outside of our District boundaries. Please contact Mark Zirschky of Pioneer Irrigation at 208-459-3617 or P.O. Box 426 Caldwell, ID 83606-0426.

All laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site, Nampa & Meridian Irrigation District (NMID) must review drainage plans.

Sincerely,

Greg G. Curtis  
Water Superintendent  
Nampa & Meridian Irrigation District  
GGC/gnf

PC: Office/File  
Pioneer

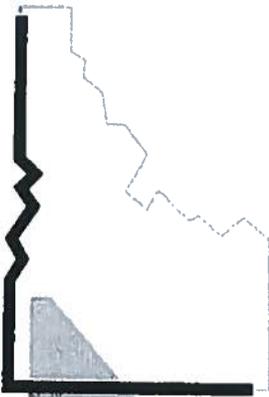


APPROXIMATE IRRIGABLE ACRES

RIVER FLOW RIGHTS - 23,000

BOISE PROJECT RIGHTS - 40,000

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# Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH  
FAX #208-463-0092

NAMPA, IDAHO 83651-4395  
nmid.org

OFFICE: Nampa 208-466-7861  
SHOP: Nampa 208-466-0663

December 9, 2015

Sylvia Mackrill  
Nampa Planning Department  
411 Third Street South  
Nampa, ID 83651

**RE: SUB661-15/ Franklin Village Subdivision**

Dear Sylvia:

Nampa & Meridian Irrigation District (NMID) has no comment on the above-referenced application as it lies outside of our District boundaries. Please contact Mark Zirschky of Pioneer Irrigation at 208-459-3617, P.O. Box 426 Caldwell, ID 83606-0426.

All laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site, Nampa & Meridian Irrigation District (NMID) must review drainage plans.

Sincerely,

Greg G. Curtis  
Water Superintendent  
Nampa & Meridian Irrigation District  
GGC/gnf

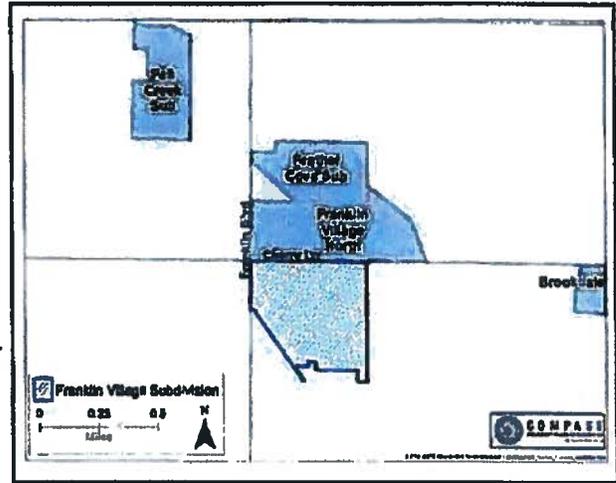
PC: Office/File  
Pioneer

APPROXIMATE IRRIGABLE ACRES  
RIVER FLOW RIGHTS - 23,000  
BOISE PROJECT RIGHTS - 40,000

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# Communities in Motion 2040 Development Checklist

The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this checklist as a tool for local governments to evaluate whether land developments are consistent with the goals of *Communities in Motion 2040* (CIM 2040), the regional long-range transportation plan for Ada and Canyon Counties. CIM 2040 was developed through a collaborative approach with COMPASS member agencies and adopted by the COMPASS Board on July 21, 2014.



[Click here for detailed map.](#)

This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2040 goals, objectives, and performance measures. A checklist user guide is available [here](#); and more information about the CIM 2040 goals can be found [here](#); and information on the CIM 2040 Vision can be found [here](#).

**Name of Development:** Franklin Village Subdivision - 420 residential lots and 1 park on 129.8 acres

**Summary:** Located at on the southeast corner of Franklin Blvd and Cherry Ln, the proposed development is with a mile of 4 other developments in the preliminary plat phase of development. If all are completed as planned, they will create 1,100 total residential lots, the developments are: Franklin Village North Sub (271 residential lots), Brookdale Sub (327 residential lots), Fall Creek Sub (271 residential lots), and Feather Cove Sub (231 residential lots). The proposal supports 8 CIM 2040 checklist items, and does not support 14 checklist items.

### Land Use

In which of the [CIM 2040 Vision Areas](#) is the proposed development? (Goal 2.1)?

- Downtown
- Employment Center
- Existing Neighborhood
- Foothills
- Future Neighborhood
- Mixed Use
- Prime Farmland
- Rural
- Small Town
- Transit Oriented Development

Yes  No  N/A The proposal is within a CIM 2040 Major Activity Center. (Goal 2.3)

### Neighborhood (Transportation Analysis Zone) Demographics

TAZ: 2450

Existing		Existi			
Households	Jobs	Households	Jobs	Households	Jobs
73	20	493	20	292	20

Yes  No  N/A The number of jobs and/or households in this development is consistent with jobs/households in the CIM 2040 Vision in this neighborhood. (Goal 2.1)

### Area (Adjacent Transportation Analysis Zone) Demographics

TAZs: 2395, 2422, 2423, 2428, 2430, 2432

Existing		Existi			
Households	Jobs	Households	Jobs	Households	Jobs
1,853	1,280	2,073	1,280	2,958	1,288

Yes  No  N/A The number of jobs and/or households in this development is consistent with jobs/households in the CIM 2040 Vision in this area. (Goal 2.1)



More information on COMPASS and *Communities in Motion 2040* can be found at:  
[www.compassidaho.org](http://www.compassidaho.org)  
 Email: [info@compassidaho.org](mailto:info@compassidaho.org)  
 Telephone: (208) 475-2239



**COMPASS**  
 COMMUNITY PLANNING ASSOCIATION  
 of Southwest Idaho

# Communities in Motion 2040 Development Checklist

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## Transportation

- Attached  N/A An Area of Influence Travel Demand Model Run is attached.  
 Yes  No  N/A There are relevant projects in the current Regional Transportation Improvement Projects (TIP) within one mile of the development.

### Comments:

- Yes  No  N/A The proposal uses appropriate access management techniques as described in the COMPASS Access Management Toolkit.

### Comments:

- Yes  No  N/A This proposal supports Valley Regional Transit's valleyconnect plan. See Valley Regional Transit Amenities Development Guidelines for additional detail.

**Comments:** Future bus services are proposed on Franklin Blvd and Cherry Ln. See valleyconnect for details.

The Complete Streets Level of Service (LOS) scoring based on the proposed development will be provided on an separate worksheet (Goals 1.1, 1.2, 1.3, 1.4, 2.4):

- Attached  N/A Complete Streets LOS scorecard is attached.  
 Yes  No  N/A The proposal maintains or Improves current automobile LOS.  
 Yes  No  N/A The proposal maintains or Improves current bicycle LOS.  
 Yes  No  N/A The proposal maintains or Improves current pedestrian LOS.  
 Yes  No  N/A The proposal maintains or Improves current transit LOS.

- Yes  No  N/A The proposal is In an area with a Walkscore over 50.

## Housing

- Yes  No  N/A The proposal adds compact housing over seven residential units per acre. (Goal 2.3)  
 Yes  No  N/A The proposal is a mixed-use development or in a mixed-use area. (Goal 3.1)  
 Yes  No  N/A The proposal is in an area with lower transportation costs than the regional average of 26% of the median household income. (Goal 3.1)  
 Yes  No  N/A The proposal improves the jobs-housing balance by providing housing in employment-rich areas. (Goal 3.1)

## Community Infrastructure

- Yes  No  N/A The proposal is infill development. (Goals 4.1, 4.2)  
 Yes  No  N/A The proposal is within or adjacent to city limits. (Goals 4.1, 4.2)  
 Yes  No  N/A The proposal is within a city area of impact. (Goals 4.1, 4.2)

## Health

- Yes  No  N/A The proposal is within 1/4 mile of a transit stop. (Goal 5.1)  
 Yes  No  N/A The proposal is within 1/4 mile of a public school. (Goal 5.1)  
 Yes  No  N/A The proposal is within 1/4 mile of a grocery store. (Goal 5.1)  
 Yes  No  N/A The proposal is within 1 mile of a park and ride location. (Goal 5.1)

## Economic Development

- Yes  No  N/A The proposal improves the jobs-housing balance by providing employment in housing-rich areas. (Goal 3.1)  
 Yes  No  N/A The proposal provides grocery stores or other retail options for neighborhoods within 1/2 mile. (Goal 6.1)

## Open Space

- Yes  No  N/A The proposal is within a 1/4 mile of a public park. (Goal 7.1)  
 Yes  No  N/A The proposal provides at least 1 acre of parks for every 35 housing units. (Goal 7.1)

## Farmland

- Yes  No  N/A The proposal is outside "Prime Farmland" in the CIM 2040 Vision. (Goals 4.1, 8.2)  
 Yes  No  N/A The proposal is outside prime farmland. (Goal 8.2)

# Communities in Motion 2040 Checklist User Guide

**C**ommunity Planning Association of Southwest Idaho (COMPASS) is a forum for regional collaboration that helps maintain a healthy and economically vibrant region, offering people choices in how and where they live, work, play, and travel. COMPASS serves as the metropolitan planning organization (MPO) for Ada and Canyon Counties, Idaho. More information about COMPASS can be found [here](#).

**C**IM 2040 describes the current transportation system, outlines what is needed to accommodate future growth, explores how to fund future transportation needs, discusses how to maintain a safe and secure transportation system, and examines the environmental issues that have the potential to impact, or be impacted by, transportation investments. More information about the CIM 2040 can be found [here](#).

**H**ighlighted text indicates that there is a hyperlink to a document on the internet that further explains the background, topic, or methodology used to develop the information.

**Y**es and no answers to each of the 8 CIM 2040 elements have been developed to indicate how well a development aligns with the goals and vision of CIM. More information about the eight CIM 2040 goals, objectives, and tasks can be found [here](#).

**Q**R Codes (or Quick Response Codes) can be scanned with a personal electronic device, such as a cell phone or tablet, to open a web page. The QR code on the CIM 2040 development checklist will take the user to the COMPASS home page ([www.compassidaho.org](http://www.compassidaho.org)).

### Communities in Motion 2040 Development Checklist



The Community Planning Association of Southwest Idaho (COMPASS) is a non-profit planning organization that helps maintain a healthy and economically vibrant region, offering people choices in how and where they live, work, play, and travel. COMPASS serves as the metropolitan planning organization (MPO) for Ada and Canyon Counties, Idaho. More information about COMPASS can be found [here](#).

This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2040 goals, objectives, and performance measures. A checklist user guide is available [here](#) and more information about the CIM 2040 can be found [here](#). and information on the CIM 2040 Vision can be found [here](#).

Names of Developments: \_\_\_\_\_

Summary: \_\_\_\_\_

Level Use In which of the CIM 2040 Vision Areas (Goal 2.1.1) is the development located? (Goal 2.1.1)

Downtown  Existing Neighborhood  Feeds into Existing Neighborhood  Rural  Small Town  Transit Oriented Development

Yes  No  N/A The proposal is within a CIM 2040 Major Activity Center. (Goal 2.1.2)

Neighborhood (Transportation Analysis Zone) Demographics

Neighborhood	Jobs	Households	Jobs	Households	Jobs	Households

Yes  No  N/A The number of jobs and/or households in this development is consistent with job/households in the CIM 2040 Vision in this neighborhood. (Goal 2.1.3)

Area (Adjacent Transportation Analysis Zone) Demographics

Area	Jobs	Households	Jobs	Households	Jobs	Households

Yes  No  N/A The number of jobs and/or households in this development is consistent with job/households in the CIM 2040 Vision in this area. (Goal 2.1.4)



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Email: [info@compassidaho.org](mailto:info@compassidaho.org)  
Telephone: (208) 475-2229

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**L**ocation map highlights the location of the proposed development and the nearby 2040 functionally classified roadways. Functional street classification groups roads into classes according to the character of service they are intended to provide. More information on functional classification can be found [here](#).

**C**IM 2040 Vision Areas highlight the general vision for how the region will grow. Each hypothesis describes different uses and densities as well as approaches to promoting housing, economic development, open space, farmland, health, and community infrastructure. More information about the CIM 2040 Vision is found [here](#).

**M**ajor Activity Centers (MACs) are important trip generators and are logical destinations for public transit service. MACs tend to increase productivity and support economic development, reduce land consumption and sprawl, and provide options for those that are carless. More information about Major Activity Centers can be found [here](#).

**T**raffic Analysis Zones (or TAZs) are designated areas used for travel demand modeling. CIM 2040 was developed using TAZs at the core unit of geography. "Neighborhood demographics" to exact TAZs where the development will occur, while "area demographics" refer to the neighborhood TAZs plus TAZs adjacent to the development area to provide an overview of the impact on the broader area. More information about the regional travel demand model can be found [here](#).

**C**OMPASS staff welcome the opportunity to discuss Communities in Motion, the checklist, or specific development proposals with stakeholders. Please feel free to contact us at to schedule an appointment using the phone number/email address to the left. More information on the COMPASS member service can be found [here](#).

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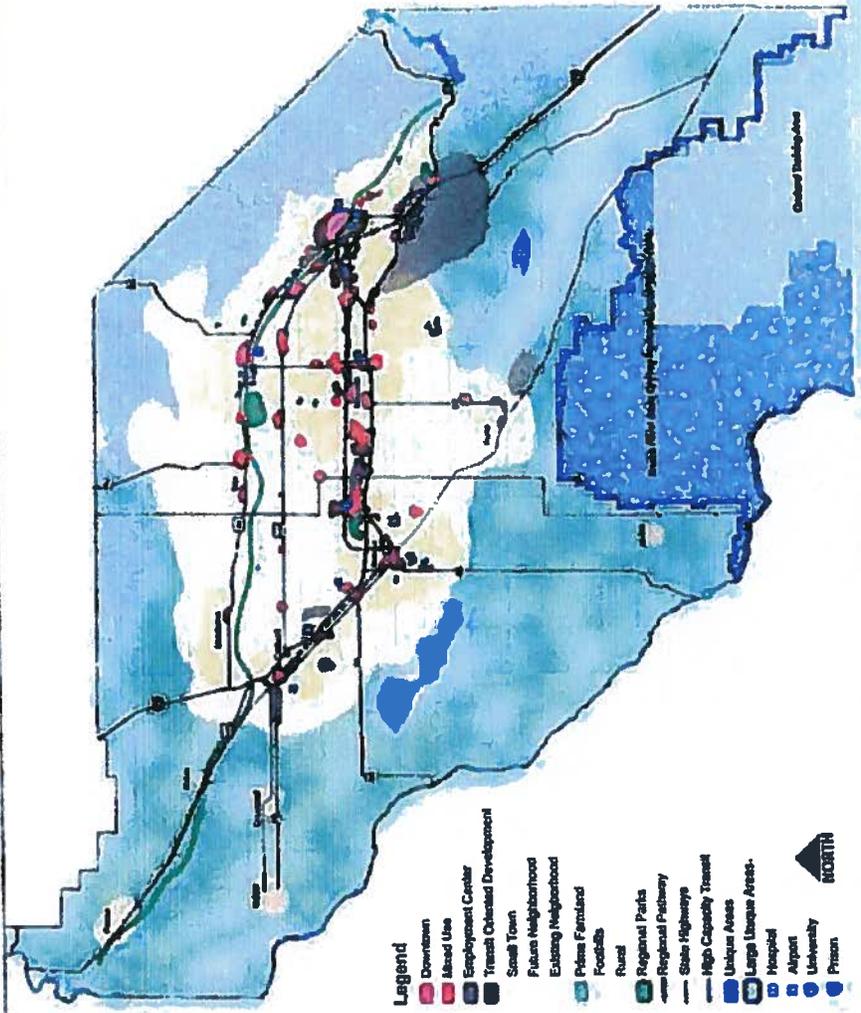
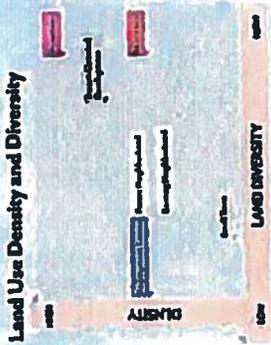
# Communities in Motion 2040 Vision

The *Communities in Motion 2040 Vision* illustrates a preferred growth scenario for the Treasure Valley, specifically Ada and Canyon Counties. Defined by local stakeholders, including the public, the *Vision* will help guide development of the *Communities in Motion 2040* regional long-range transportation plan.

## Vision Statement

The *Communities in Motion 2040 Vision* provides new housing and jobs along transit corridors and a major job center with strong transit service along the region's corridors and open space areas. New growth and the development of a variety of housing types (rental apartments, townhomes, and a mix of public and private) are encouraged. The *Vision* supports local development of parks and recreation, and includes high-density employment centers. The *Vision* will support high capacity transit for State Street, Highway 200, and other potential corridors. It will also include additional transit options to support transit, including walking, bicycling, and other transportation options, including light rail, transit, transit-to-park, and other transportation options.

## Vision Map



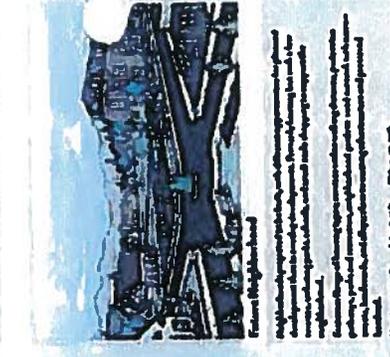
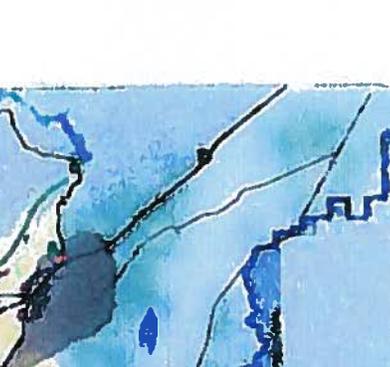
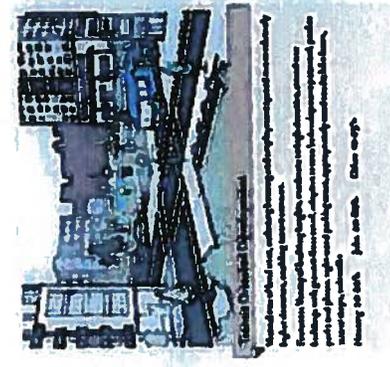
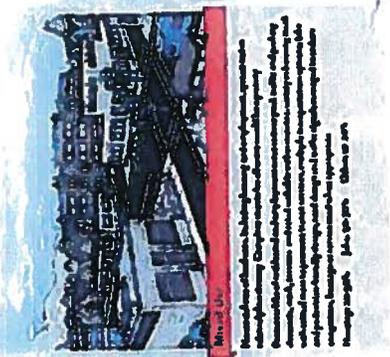
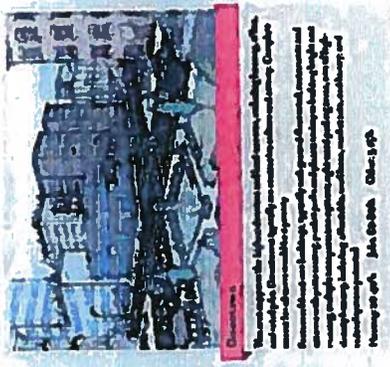
Please note: This Vision Map reflects the preferred growth scenario approved by the CCMRHS Board for use as a plan and then as a regulatory authority.



The *Communities in Motion 2040 Vision* is a conceptual illustration of the preferred growth scenario for the Treasure Valley region. It is not a guarantee of future development and is subject to change. The *Vision* is intended to guide the development of the *Communities in Motion 2040* regional long-range transportation plan.

## Vision Areas

Show one possible interpretation of how the land use types included in *Communities in Motion 2040* could look.



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**AMENDMENT TO DEVELOPMENT AGREEMENT**

This Amendment to Development Agreement (the "Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date") by and between the City of Nampa, a municipal corporation (the "City") Donald K. Brandt hereinafter referred to as the [new] "Owner(s)" and Franklin Village Development LLC as the "Developer".

**RECITALS**

The City and Owner(s)/Developer(s) Donald K. Brandt entered into that certain Development Agreement (the [original] "Agreement") dated 01 December 2003 and recorded in the records of Canyon County, Idaho as Instrument No. 200377065, Ordinance 3280.

The Agreement was made in reference to the potential development of certain real property legally described in Exhibit A to the Agreement (the "Property").

The City, Owner and Developer as parties to this Amendment, wish, and mutually consent, to amend the original Agreement by executing a Development Agreement Modification (hereinafter the "Amendment") as set forth herein.

**AMENDMENT**

NOW, THEREFORE, for good and valuable consideration, including the covenants contained herein, the parties agree as follows:

1. **Defined Terms.** Except as set forth herein, the defined terms used in the original Agreement shall have the same meaning in this Amendment.
2. **Development Agreement Recitals.** The RECITALS section of the [original] Agreement is, and shall be, hereby amended to read, and require, as follows:

**RECITALS**

A. Owner(s)/Developer(s) is/are [now] the owner of approximately 129.80 acres of land legally described in Exhibit "A" attached hereto and made a part hereof (the "Property").

B. Owner(s)/Developer(s) applied to City on or about 30 October 2015 (the "date of application") for Development Agreement Modification approval in order to revise a formerly approved residential subdivision of single-family residential housing (i.e., Franklin Village Subdivision – hereinafter the "Development" in the same RS 6 (Single Family Residential – 6,000 sq ft) zoning district and upon, effectually, the same Property; and, to formalize and memorialize the donation and development of some 28.20 acres of park land within the confines of said Property.

C. City, pursuant to Section 10-2-5 of Nampa City Code, and, Idaho Code Section 67-6511A, has the authority to modify/amend a Development Agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area or for modifying or nullifying former approvals.

D. City's Planning and Zoning Commission and City's City Council have held public hearings as prescribed by law with respect to the development of the Property and this Agreement. City originally approved the requested rezoning of the Property to RS 6 subject to the terms and commitments contained in the original Agreement. City has since approved the re-entitlement of the Development on the Property for the stated purpose of construction of single-family detached housing thereon/in. Owner(s)/Developer(s) agree that "build-out" of the Property shall be in substantial accordance with the modification entitlement plans/exhibits submitted to and approved by the City, and, in conformance with City adopted codes, laws, fees and policies.

E. City, pursuant to Section 10-2-5 of Nampa City Code, and, Idaho Code Section 67-6511A, has accordingly and subsequently authorized this Amendment, with the following stipulations that:

1. Exhibits "B". Exhibit "B" of the original Agreement is, and shall be, deleted and a new conceptual site plan layout page set shall be substituted for the same, a copy of which is [collectively] which are hereto attached as "Exhibits B" (CONCEPT SITE, LANDSCAPE AND HOUSE PLANS).

2. Exhibit "C". A new section, titled "Exhibit C" (CONDITIONS OF APPROVAL) not present in the original Agreement is, and shall be, added which shall read, and require, as iterated in said Exhibit "C" which is hereto attached.

3. Exhibit "D". A new section, titled "Exhibit D" (MEMORANUDM OF UNDERSTANDING Franklin Village Subdivision -- that primarily addresses development of the Orah Brandt Park) was not present in the original Agreement and shall be added to the Agreement and shall read, and require, as iterated in said Exhibit "D" (the MOU) which is hereto attached.

F. Continued Effectiveness of Terms of Agreement. Except as provided in this Amendment, the [original] terms and conditions of the Agreement shall remain in full force and effect.

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**EXHIBIT "A"**

**LEGAL DESCRIPTION**

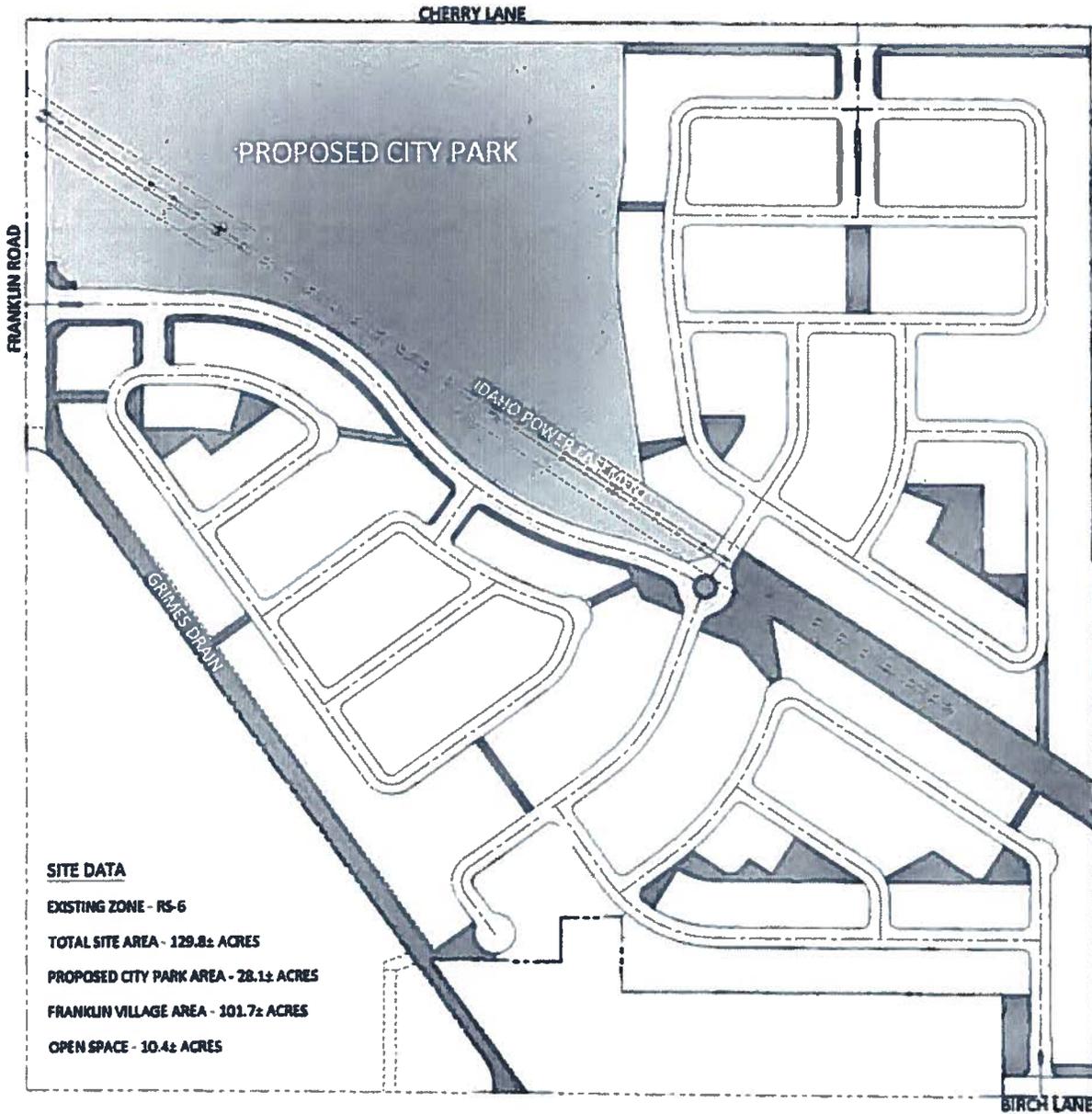
UNDER REVIEW

**EXHIBITS "B"**

**CONCEPT SITE, LANDSCAPE AND HOUSE PLANS**

79.

# FRANKLIN VILLAGE



**SITE DATA**

- EXISTING ZONE - RS-6
- TOTAL SITE AREA - 129.8± ACRES
- PROPOSED CITY PARK AREA - 28.1± ACRES
- FRANKLIN VILLAGE AREA - 101.7± ACRES
- OPEN SPACE - 10.4± ACRES

FRANKLIN VILLAGE  
 MAPPA, IDAHO  
 NEIGHBORHOOD MEETING EXHIBIT

**km**  
 KIMLEY-HORN  
 CONSULTANTS  
 10101  
 1 OF 1





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**K.M. ENGINEERING, INC.**  
 PROFESSIONAL ENGINEERING  
 MECHANICAL ENGINEERING  
 LICENSE NO. 10000  
 STATE OF FLORIDA

**FRANKLIN VILLAGE SUBDIVISION  
 PRELIMINARY LANDSCAPE ARCHITECTURE - EAST AREA**

DATE: 08/10/10  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO.: [Number]

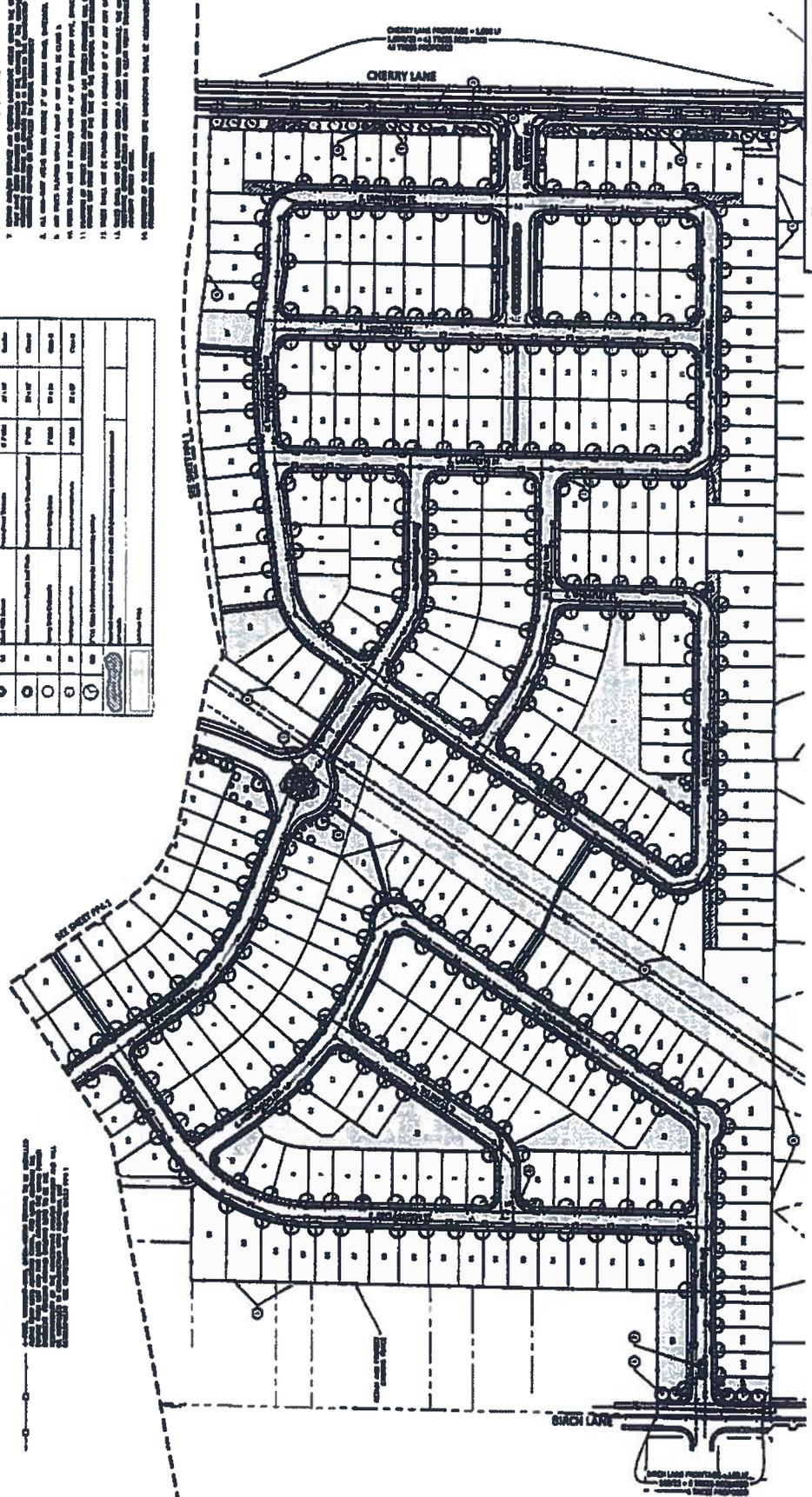
- LANDSCAPE NOTES**
1. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECTURE PLAN AND THE LANDSCAPE ARCHITECT'S SPECIFICATIONS.
  2. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S SPECIFICATIONS.
  3. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S SPECIFICATIONS.
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  14. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S SPECIFICATIONS.
  15. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S SPECIFICATIONS.
  16. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S SPECIFICATIONS.

**PLANT SCHEDULE**

SYMBOL	PLANT NAME	PLANT CODE	PLANT SIZE	PLANT QUANTITY
1	Small Tree	PT 10	10' x 10'	100
2	Medium Tree	PT 20	20' x 20'	50
3	Large Tree	PT 30	30' x 30'	20
4	Shrub	PT 40	4' x 4'	200
5	Flowering Shrub	PT 50	4' x 4'	100
6	Groundcover	PT 60	4' x 4'	500
7	Perennial	PT 70	4' x 4'	100
8	Annual	PT 80	4' x 4'	200
9	Grass	PT 90	4' x 4'	100
10	Plant	PT 100	4' x 4'	100

- KEY NOTES**
1. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S SPECIFICATIONS.
  2. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S SPECIFICATIONS.
  3. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S SPECIFICATIONS.
  4. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S SPECIFICATIONS.
  5. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S SPECIFICATIONS.

- STREET LIGHT KEY**
- 1. 12' TALL STREET LIGHT WITH 150-WATT, HIGH-PRESSURE SODIUM VAPOR LAMP.
  - 2. 12' TALL STREET LIGHT WITH 150-WATT, HIGH-PRESSURE SODIUM VAPOR LAMP.
- FENCE KEY**
- 1. 4' TALL WOODEN FENCE WITH 1" X 4" PICKETS.
  - 2. 4' TALL WOODEN FENCE WITH 1" X 4" PICKETS.



ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S SPECIFICATIONS. THE LANDSCAPE ARCHITECT'S SPECIFICATIONS SHALL BE REFERRED TO FOR A COMPLETE LIST OF PLANTING REQUIREMENTS. THE LANDSCAPE ARCHITECT'S SPECIFICATIONS SHALL BE REFERRED TO FOR A COMPLETE LIST OF PLANTING REQUIREMENTS.





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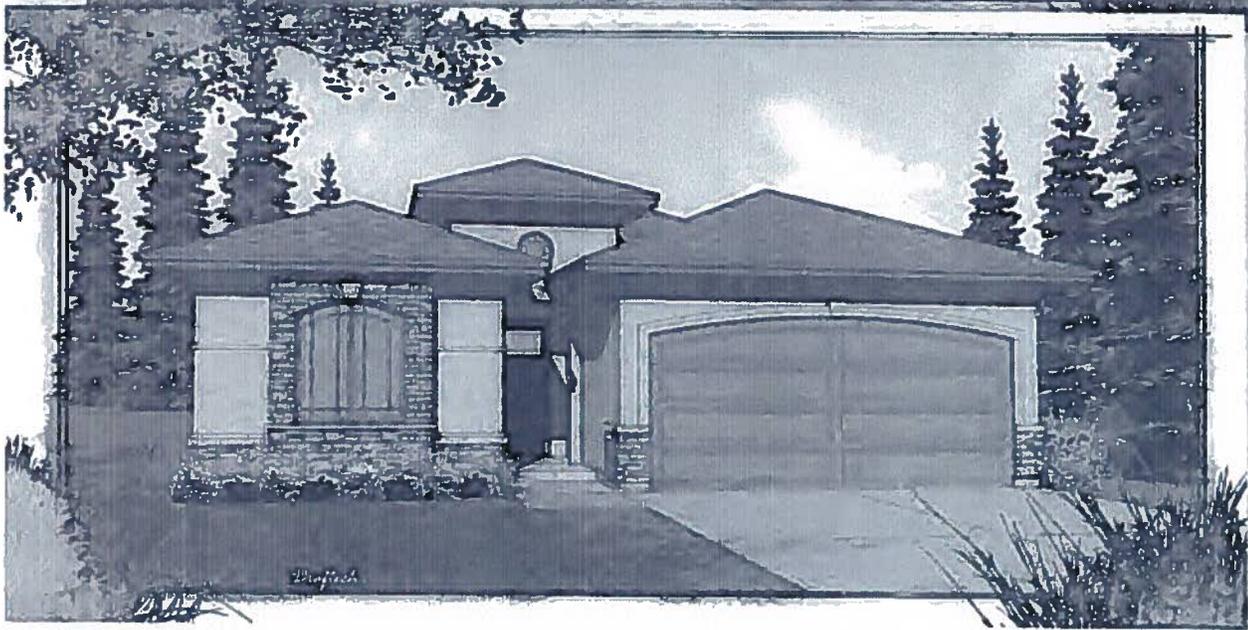
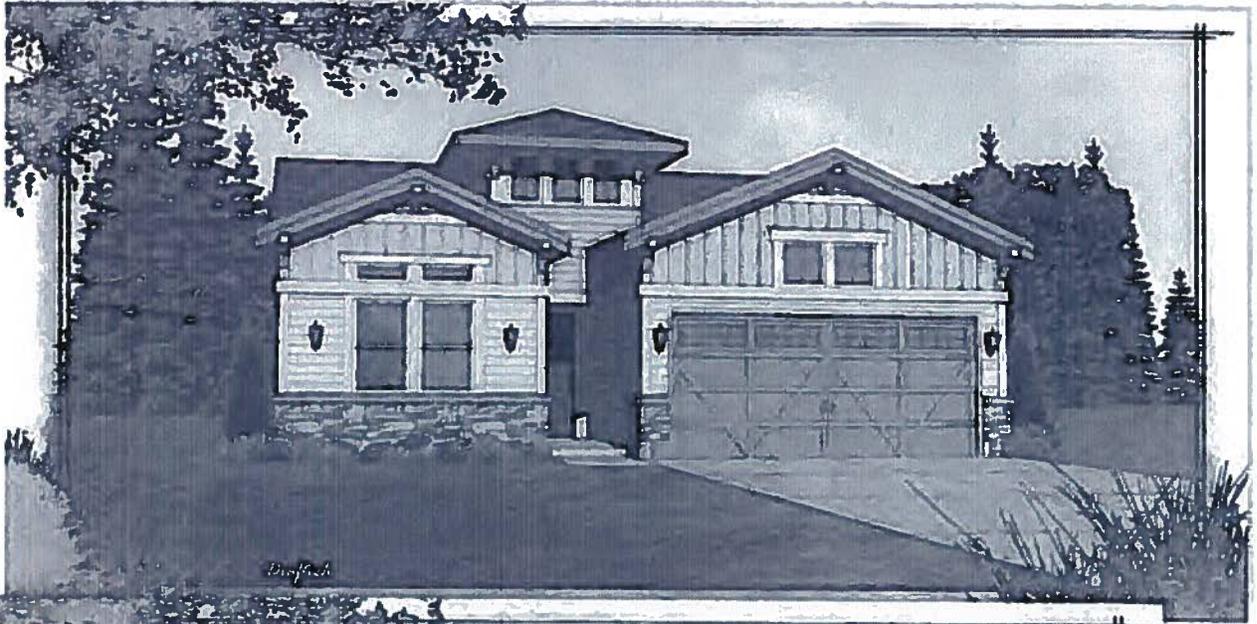


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**EXHIBIT "C"**

**CONDITIONS OF APPROVAL**

1. **The Owner(s)/Developer(s) agree that they will not oppose the formation of a local improvement district for the construction of any infrastructure associated with the development of the Property.**
2. **Prior to the third reading of the annexation and zoning ordinance the Owner(s)/Developer(s) shall dedicate any additional right-of-way, as defined by the City Engineer, adjacent to the Property as may be required for the ultimate build out of all adjacent public roadways.**
3. **Owner/Developer and Project shall comply with all requirements imposed on the Project by City divisions/departments and outside agencies as listed in documents furnished to the City and made a part of the record for the Project -- to include those associated with the plat and PUD entitlement of the Project.**
4. **Project houses, by virtue of PUD entitlement, shall be entitled to special setback provisions as listed in the chart on the page marked as "Exhibit B-2" (aka "Exhibit A" of "Exhibit D") made a part of this Agreement.**

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**EXHIBIT "D"**

**MEMORANDUM OF UNDERSTANDING**

**Franklin Village Subdivision**

**MEMORANDUM OF UNDERSTANDING  
Franklin Village Subdivision**

This Memorandum of Understanding (this "Memorandum") is dated February \_\_\_\_, 2016 and made by Franklin Village Development, LLC, an Idaho limited liability company, ("Franklin") and City of Nampa, an Idaho municipal corporation ("City").

**RECITALS**

- A. Franklin is the process of developing a 123.0 acre parcel of real property located within the corporate limits of City as a residential subdivision.
- B. As part of the development, Franklin will dedicate a 28.2 acre parcel of the 123.0 acre site (22.9%) to City for development as a municipal park ("park").
- C. Certain on-site and off-site improvements are required for development of the subdivision and park.
- D. Franklin and City desire to enter into this Memorandum to outline the cost-sharing and division of responsibilities they have agreed to in order to pursue the complimentary and contemporaneous development of the subdivision and park.
- E. City is authorized to enter into this Agreement by Idaho Code §50-301 and each party acknowledges that this Agreement is supported by sufficient consideration.

**AGREEMENT**

NOW, THEREFORE, the parties to this Memorandum, in the spirit of collaboration and cooperation, set forth the following terms and conditions:

**Obligations of City:**

- 1. **Franklin Blvd. and Cherry Lane:** The City shall pay 22.9% of the required Cherry Lane and Franklin Blvd. roadway improvements adjacent to the park, where 22.9% is equal to the percentage of the park area of the 123.0 acre parcel. Improvements shall be such construction required by City ordinances, regulations and policies and shall include, as necessary, widening, utility extensions, engineering, surveying, review fees, utility relocation, and project management.
- 2. **Internal Collector:** The City shall pay for certain improvements to Orah Blvd., a collector roadway that is internal to the subdivision as generally depicted on Exhibit A, attached hereto and incorporated by this reference. Improvements shall be such construction required by City ordinances, regulations and policies and include engineering, surveying, project management the following:

a. One hundred percent (100%) of the curb and gutter installation on the north side of Orah Blvd. adjacent to the park including base material.

b. Fifty percent (50%) of the storm drain system for Orah Blvd. and the storm water detention pond will be located on the park property.

c. One hundred percent (100%) of the pathway, sidewalk and landscape improvements located on or adjacent to the park property.

3. Services: The City shall pay 22.9% of the water, sewer and pressure irrigation service extensions up to the point of connection to the park, where 22.9% is equal to the park's percentage demand the on the on the line. Improvements shall be such construction required by City ordinances, regulations and policies and shall include, as necessary, engineering, surveying, review fees, and project management.

4. Park Phasing: The initial phase of the park is anticipated to be approximately 8 acres and include the following improvements grass, trees and a parking lot. The City currently has \$500,000 budgeted for this project. The size of phases and type improvements at the park may vary from present concepts based on bid cost and funding availability. Future phases of the park will be added as funding is allocated by the City's budget process. The City shall endeavor to complete the improvements within twenty years.

5. Irrigation for Park: City will pay for any necessary improvements to the irrigation well and delivery system that are reasonable required to provide adequate irrigation to the park.

**Obligations of Franklin:**

1. Preliminary Platting: Franklin shall pay any costs associated with securing preliminary plat approval, including necessary approvals for the park, legal descriptions and record of survey if necessary to convey title to City after approval of preliminary plat.

2. Franklin Blvd. and Cherry Lane: Franklin shall pay 77.1% of the required Cherry Lane and Franklin Blvd. roadway improvements adjacent to the park, where 77.1% is equal to the percentage of the subdivision area of the 123.0 acre parcel. Improvements shall be such construction required by City ordinances, regulations and policies and shall include, as necessary, widening, utility extensions, engineering, surveying, review fees, utility relocation, and project management.

3. Internal Collector: Franklin pay for all improvements to Orah Blvd., a collector roadway that is internal to the subdivision as generally depicted on Exhibit A, that are not paid for by City pursuant to City's Obligations, above. Improvements shall be such construction required by City ordinances, regulations and policies and include engineering, surveying, review fees, project management and the following:

a. One hundred percent (100%) of the curb and gutter installation on Orah Blvd. not adjacent to the park.

b. Fifty percent (50%) of the storm drain system for Orah Blvd. and the storm water detention pond will be located on the park property.

c. One hundred percent (100%) of the pathway and sidewalk improvements *except* where such improvements are located on or adjacent to the park property.

4. Services: Franklin shall pay 77.1% of the water, sewer and pressure irrigation service extensions up to the point of connection to the park, where 77.1% is equal to the subdivision's percentage demand on the line. Improvements shall be such construction required by City ordinances, regulations and policies and shall include, as necessary, engineering, surveying, review fees, and project management.

5. Irrigation:

a. Franklin shall transfer water rights to City for use at the park.

b. Franklin will pay for all required transfer fees associated with dedicating and deeding well and water rights to the City.

6. Grimes Drain Pathway: Franklin will pay for construction of an asphalt pathway and associated landscaping along north side of Grimes Drain between Birch Lane and Franklin Blvd. subject to approval of Pioneer Irrigation District and coordination with other affected landowners on Birch Lane. Construction shall be as required by City ordinances, regulations and policies, but shall be constructed contemporaneously with development of each adjacent phase.

7. Perimeter and Entrance Landscaping: Franklin will install landscaping and an entry feature to the park including monument signage indicating the park name along at the intersection of Franklin Blvd. and Cherry Lane or at the park's entrance off of Cherry Lane. Landscaping on or adjacent to the park and the monument signage shall be dedicated to City for perpetual care and maintenance.

8. Rose Garden: Franklin shall pay for a rose garden at the southeast corner of the park to include plantings, pathways, irrigation system and associated signage at southeast corner of the park area within the right of way for the existing power line. Upon completion, the rose garden shall be dedicated to City for perpetual care and maintenance.

9. City Frontages: The parties shall make reasonable efforts to coordinate the timing of City's Obligations above with Franklin's design and construction of subdivision phases adjacent to the park so that the same set of plans, designs, approvals, contractors, pricing can be used by both parties and provide a potential cost savings to City. Authorization for work by the developer for the City shall be in writing and no payment shall be made without such authorization prior to the work commencing. Nothing in this paragraph shall alter the responsibilities for costs set forth in this Agreement.

10. Developer's Contributions: If at the time the final phase of the subdivision is developed the park frontages have not been completed, Franklin shall pay the City its portion of the estimated cost of the outstanding work prior to City signing the final plat for that phase of the subdivision.

**Other Provisions:**

- 1. **Further Efforts:** The parties will each appoint teams as needed from time-to-time to work expeditiously toward bringing to fruition the goals and objectives set forth in this Agreement.
- 2. **Amendment:** This Agreement may be amended at any time by mutual agreement of the parties, but no amendment shall become effective until it is reduced to writing and duly signed by both parties.
- 3. **Entire Agreement:** It is understood and agreed that this Agreement constitutes the entire agreement of the parties on the matters set forth herein and that this Agreement supersedes any previous agreements or statements, including any oral agreements or statements during negotiations between the parties regarding the subject matter of this Agreement.
- 4. **Severability:** Should any provision of this Agreement be declared by a court of a competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this Agreement, in whole or in part thereof, other than the part so declared to be unconstitutional or invalid.

IN THE SPIRIT OF COLLABORATION AND COOPERATION, this Memorandum is executed as follows:

**"City": CITY OF NAMPA, an Idaho municipal corporation**

**By:** \_\_\_\_\_  
**Robert L. Henry, Mayor**

**Date:** \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Deborah Bishop, City Clerk**

**"Franklin": Franklin Village Development, LLC, an Idaho limited liability company**

---

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**EXHIBIT A**  
**SITE PLAN MAP**

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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, Kehn, 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 16<sup>th</sup> 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.

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- 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.



**Planning & Zoning Department**  
**Before the Mayor & City Council**  
**February 16, 2016**

**Staff Report – Public Hearing #2**

**To:** Mayor & City Council  
**Applicant:** Steve Pachelo / Charles Collier  
**File No:** ANN 2069-15

**Prepared By:** Norman L. Holm  
**Date:** February 9, 2016

**Requested Actions:** Annexation & Zoning to RS 6 (Single Family Residential – 6,000 sq. ft.)

**Purpose:** For connection to city sewer service and continued use as personal residence.

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**GENERAL INFORMATION**

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**Planning & Zoning Commission Recommendation:** Approval

**Zoning & Planning History:** The applicant is requesting annexation and zoning following connection to the City Municipal Sewer System.

**Status of Applicant:** Resident / Owner

**Annexation Location:** 2214 Sunny Ridge Rd

**Proposed Zoning:** RS 6 (Single Family Residential – 6,000 sq ft)

**Total Size:** .275 acre or 11,989 sq ft

**Existing Zoning:** County R1 (Single Family Residential)

**Comprehensive Plan Designation:** Medium Density Residential

**Applicable Regulations:** In order for a property to be annexed it must be contiguous with the city limits or be enclaved by other properties so annexed. This property is part of a 15-parcel approximately 9.6 acre enclaved area along the east side of Sunny Ridge Rd.

**Existing Uses:** Existing single family residential parcel.

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## **SPECIAL INFORMATION**

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**Public Utilities:**

10" water main in Sunny Ridge Rd

10" sewer main in Sunny Ridge Rd

2" irrigation main adjacent the back property line just within the back yard of the adjacent 2 lots to the east

**Public Services:** Police and fire already service city incorporated areas surrounding the location.

**Physical Site Characteristics:** Existing single family residential home site

**Transportation:** Access to the property is via Sunny Ridge Rd by easement through 2213 Sunny Ridge Rd to 2214 Sunny Ridge Rd. Charles Collier owns the properties at both addresses.

**Correspondence:** No correspondence has been received from area property owners or others either opposing or supporting the annexation and zoning request.

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## **STAFF FINDINGS AND DISCUSSION**

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From a land use standpoint the location is shown on the comprehensive plan "future land use map" as being compatible with the zoning that has been requested. If the Planning & Zoning Commission votes to recommend to the City Council approval of this request the following findings are suggested:

1. The requested annexation is part of a 15-parcel approximately 9.6 acre enclaved area along the east side of Sunny Ridge Rd.
2. The area can reasonably be assumed to be available for the orderly development of the city with the city limits having grown into the area and the adjacent lands have been annexed and developed.
3. The proposed zoning conforms with the city's comprehensive plan future land use map for medium density residential land use and is reasonably compatible with existing and land uses in the area.

4. The property owner is requesting annexation and zoning following connection to the City Municipal Sewer System.

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## **RECOMMENDED CONDITIONS OF APPROVAL**

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If the City Council votes to accept the Planning & Zoning Commission recommendation for approval of the annexation and zoning no conditions of approval are recommended.

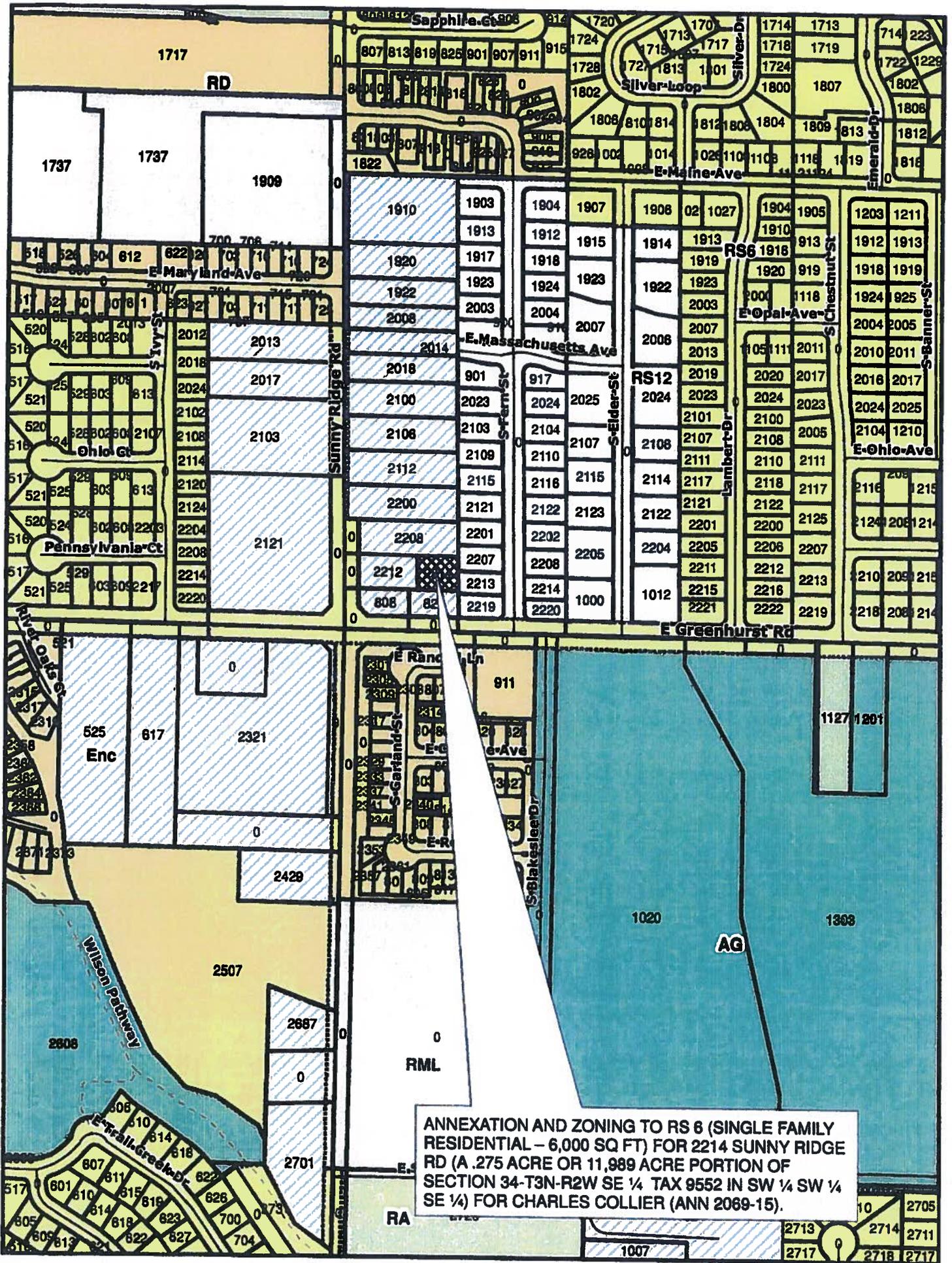
Due to failure of the applicant's septic system, the property has been connected to city sewer. All fees were paid, and the appropriate permits and inspections were performed.

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## **ATTACHMENTS**

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Vicinity map  
Aerial photo of proposed annexation  
Application  
P&Z hearing minutes  
Agency and other correspondence



ANNEXATION AND ZONING TO RS 6 (SINGLE FAMILY RESIDENTIAL - 6,000 SQ FT) FOR 2214 SUNNY RIDGE RD (A .275 ACRE OR 11,989 ACRE PORTION OF SECTION 34-T3N-R2W SE ¼ TAX 9552 IN SW ¼ SW ¼ SE ¼) FOR CHARLES COLLIER (ANN 2069-15).



Sunny Ridge Rd

E Greenhurst Rd

RS6

RS8.5

E Randall Ln  
RD10D

911

2301

2305

811

807

2116

2122

2202

2208

2214

2220

2115

2211

2201

2207

2213

2219

2200

2206

2202

2209

2210

2209

2121

STANDARD ST

S BIRKHEAD DR



# APPLICATION FOR ANNEXATION/ZONING

City of Nampa, Idaho

1/2 P2  
NORM

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by a nonrefundable fee of \$452.00 (for 1 acre or less), and \$910.00 (for more than 1 acre).

### Applicant Information

Name of Applicant/Representative: STEVE PACHECO Phone: 208-899-3768  
Address: P.O. Box 697 City: MUNICIPALITY State: ID Zip Code: 83644

Applicant's interest in property: (circle one) Own Rent Other

Owner Name: CHARLES COLLIER Phone: 208-467-1106  
Address: 2214 Sunny Ridge RD City: MUNICIPALITY State: ID Zip Code: 83606

Address of subject property: SPAN B NAMPA

is a copy of one of the following attached? (circle one) Warranty Deed Proof Of Option Earnest Money Agreement.

### Subject Property Information

(Please provide one form of the following REQUIRED DOCUMENTATION to complete the legal annexation):

Original Legal description of property AND a legible WORD formatted document. (Must have for final recording)  
Old or illegible title documents will need to be retyped in a WORD formatted document

Subdivision \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_

### Project Description

State the zoning desired for the subject property: RS 6

State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for the use of the subject property:  
\_\_\_\_\_  
\_\_\_\_\_

Dated this 20 day of 11, 2015

[Signature]  
Applicant Signature

### NOTICE TO APPLICANT

This application will be referred to the Nampa Planning Commission for a recommendation on the requested zoning. The Planning Commission shall hold a public hearing and will then make its recommendation to the City Council. The City Council will then hold a second public hearing. Notice of the public hearings must be published in the Idaho Press-Tribune 15 days prior to said hearings. Notice shall also be posted on the premises of the subject property not less than 1 week prior to the hearings. Notices will also be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.

**For Office Use Only:**  
File Number: ANN 2069 - 2015 Project Name: ANN City Hookup

**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.**

# Memorandum

**To:** Planning and Zoning

**Cc:** Daniel Badger, P.E., Staff Engineer

**Cc:** Michael Fuss, P.E., Nampa City Public Works Director

**From:** Jim Brooks – Engineering Division

**Date:** December 23, 2015

**Rev:**

**Re:** Annexation and Zoning – for Charlie Collier represented by Steve Pachenco

**Address:** 2214 Sunny Ridge Road

**ANN2069-15 for the January 12, 2016 Planning & Zoning Meeting**

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Current fire flow at this location is better than 2,000 GPM.

Due to failure of the applicant's septic system, the applicant has been connected to City Municipal Sewer System. All fees were paid, and the appropriate permits and inspections were performed. Therefore, the Engineering Division has no concerns with granting the applicant's request to be annexed into the City of Nampa.

## **Christopher Daly**

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**From:** Marlen Salinas  
**Sent:** Monday, December 21, 2015 1:35 PM  
**To:** Christopher Daly  
**Subject:** RE: ANN2069-15 Charlie Collier/Steve Pachenco

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Comment from Martin: NO violations found.

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**From:** Jonathan O'Brien  
**Sent:** Tuesday, December 15, 2015 4:50 PM  
**To:** Marlen Salinas  
**Subject:** FW: ANN2069-15 Charlie Collier/Steve Pachenco

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**From:** Christopher Daly  
**Sent:** Monday, December 14, 2015 2:35 PM  
**To:** Amanda Morse; Beth Ineck; Brent Hoskins; Carl Miller; Cheryl Jenkins; Craig Tarter; Daniel Badger; Don Barr; Jeff Barnes; Jennifer Yost; Jim Brooks; Jonathan O'Brien; Kent Lovelace; Martin Bautista; Michael Fuss; Neil Jones; Patrick Sullivan; Robin Collins; Tom laws; Vickie Holbrook  
**Subject:** ANN2069-15 Charlie Collier/Steve Pachenco

**Attached, please find for your review, the Annexation for Charlie Collier located at 2214 Sunny Ridge Rd. Applying for the RS6 (Single Family Residential 6000SqFt) zoning district at this location, submitted by Steve Pachenco representing Charlie Collier.**

**The hearing is scheduled for the City Council meeting of January 12, 2015 as a public hearing item Please review and forward any comments prior to January 1st.**

**Thank you.**

Christopher Daly  
Planner I  
Nampa Planning and Zoning  
1(208)468-5406  
[dalyc@cityofnampa.us](mailto:dalyc@cityofnampa.us)

**Notice: All communication transmitted within the City of Nampa Email system may be a public record and may be subject to disclosure under the Idaho Public Records Act (Idaho Code 74-101 et seq.) and as such may be copied and reproduced by members of the public. In addition, archives of all City emails are generally kept for a period of two years and are also subject to monitoring and review.**

## **Christopher Daly**

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**From:** Neil Jones  
**Sent:** Friday, December 18, 2015 7:04 AM  
**To:** Christopher Daly  
**Subject:** RE: ANN2069-15 Charlie Collier/Steve Pachenco

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Building Department does not have any conditions on this annexation.

Neil Jones

**From:** Christopher Daly  
**Sent:** Monday, December 14, 2015 2:35 PM  
**To:** Amanda Morse <[morsea@cityofnampa.us](mailto:morsea@cityofnampa.us)>; Beth Ineck <[ineckb@cityofnampa.us](mailto:ineckb@cityofnampa.us)>; Brent Hoskins <[hoskinsb@cityofnampa.us](mailto:hoskinsb@cityofnampa.us)>; Carl Miller <[CMiller@compassidaho.org](mailto:CMiller@compassidaho.org)>; Cheryl Jenkins <[jenkinsc@cityofnampa.us](mailto:jenkinsc@cityofnampa.us)>; Craig Tarter <[tarterc@cityofnampa.us](mailto:tarterc@cityofnampa.us)>; Daniel Badger <[BadgerD@cityofnampa.us](mailto:BadgerD@cityofnampa.us)>; Don Barr <[barrd@cityofnampa.us](mailto:barrd@cityofnampa.us)>; Jeff Barnes <[barnesj@cityofnampa.us](mailto:barnesj@cityofnampa.us)>; Jennifer Yost <[yostj@cityofnampa.us](mailto:yostj@cityofnampa.us)>; Jim Brooks <[brooksj@cityofnampa.us](mailto:brooksj@cityofnampa.us)>; Jonathan O'Brien <[obrienj@cityofnampa.us](mailto:obrienj@cityofnampa.us)>; Kent Lovelace <[lovelacek@cityofnampa.us](mailto:lovelacek@cityofnampa.us)>; Martin Bautista <[bautistam@cityofnampa.us](mailto:bautistam@cityofnampa.us)>; Michael Fuss <[fussm@cityofnampa.us](mailto:fussm@cityofnampa.us)>; Neil Jones <[ionesn@cityofnampa.us](mailto:ionesn@cityofnampa.us)>; Patrick Sullivan <[sullivanw@cityofnampa.us](mailto:sullivanw@cityofnampa.us)>; Robin Collins <[collinsrr@cityofnampa.us](mailto:collinsrr@cityofnampa.us)>; Tom laws <[tlaws@compassidaho.org](mailto:tlaws@compassidaho.org)>; Vickie Holbrook <[holbrookv@cityofnampa.us](mailto:holbrookv@cityofnampa.us)>  
**Subject:** ANN2069-15 Charlie Collier/Steve Pachenco

**Attached, please find for your review, the Annexation for Charlie Collier located at 2214 Sunny Ridge Rd. Applying for the RS6 (Single Family Residential 6000SqFt) zoning district at this location, submitted by Steve Pachenco representing Charlie Collier.**

**The hearing is scheduled for the City Council meeting of January 12, 2015 as a public hearing item Please review and forward any comments prior to January 1st.**

**Thank you.**

Christopher Daly  
Planner I  
Nampa Planning and Zoning  
1(208)468-5406  
[dalyc@cityofnampa.us](mailto:dalyc@cityofnampa.us)

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## Norm Holm

---

**From:** Eddy Thiel <eddy@nampahighway1.com>  
**Sent:** Monday, January 04, 2016 1:33 PM  
**To:** Norm Holm  
**Subject:** ANN 2069-15

Good Afternoon Norman,

The Nampa Highway District #1 has no objection to the Annexation and Zoning to RS 6 for 2214 Sunny Ridge Rd for Charles Collier as the parcel is enclaved and is not within the Highway District's Jurisdiction.

If you have any questions or comments feel free to contact us.

Thank you,

Eddy

---

Eddy Thiel  
ROW  
[eddy@nampahighway1.com](mailto:eddy@nampahighway1.com)  
4507 Highway 45. • Nampa, id 83686  
TEL 208.467.6576 • FAX 208.467.9916

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## Norm Holm

---

**From:** Eddy Thiel <eddy@nampahighway1.com>  
**Sent:** Thursday, February 04, 2016 8:36 AM  
**To:** Norm Holm  
**Subject:** ANN 2069-15

Good Morning Norman,

The Nampa Highway District #1 has no objection to the Annexation and Zoning to RS 6 for 2214 Sunny Ridge Rd. for Charles Collier as it is not within our jurisdiction.

If you have any questions or comments feel free to contact us.

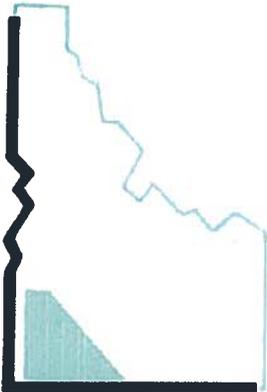
Thank you,

Eddy

---

Eddy Thiel  
ROW  
[eddy@nampahighway1.com](mailto:eddy@nampahighway1.com)  
4507 Highway 45. • Nampa, id 83686  
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ORGANIZED 1904

# Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH

NAMPA, IDAHO 83651-4395

FAX # 208-463-0092

January 14, 2016

Norman L. Holm  
City of Nampa  
411 3rd St.  
Nampa, ID 83651

Phones: Area Code 208

OFFICE: Nampa 466-7861  
SHOP: Nampa 466-0663

**RE: ANN2069-15/ 2214 Sunny Ridge Road**

Dear Norm:

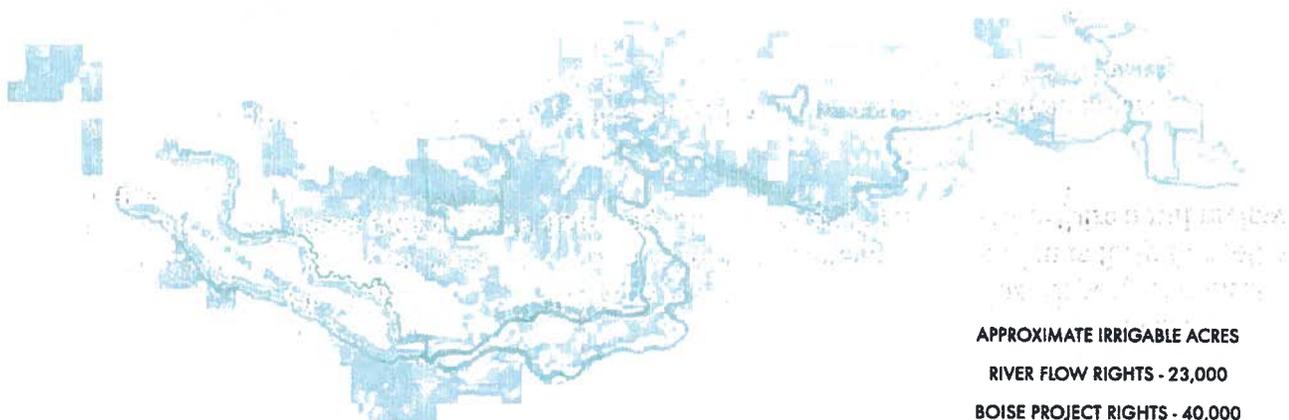
Nampa & Meridian Irrigation District (NMID) has no comment on annexation and zoning. However, please be advised NMID's Conley Lateral courses through this property and must be protected. The District's easement for the Conley Lateral at this location is forty feet (40'); twenty feet (20') each side of centerline. Any plans for development will require a full review at that time.

All laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site, Nampa & Meridian Irrigation District (NMID) must review drainage plans.

Sincerely,

Greg G. Curtis  
Water Superintendent  
Nampa & Meridian Irrigation District  
GGC/gnf

PC: Office/File



APPROXIMATE IRRIGABLE ACRES  
RIVER FLOW RIGHTS - 23,000  
BOISE PROJECT RIGHTS - 40,000

# Planning & Zoning Department

*Nampa, Idaho... Today's Vision is Tomorrow's Reality*

January 13, 2016

Steve Pachelo  
PO Box 697  
Middleton, ID 83644

**Subject:** Annexation and Zoning to RS 6 (Single Family Residential – 6,000 sq ft) for 2214 Sunny Ridge Rd (A .275 acre or 11,989 acre portion of Section 34-T3N-R2W SE ¼ Tax 9552 IN SW ¼ SW ¼ SE ¼) for Steve Pachelo / Charles Collier (ANN 2069-15).

Dear Mr. Pachelo:

The following is the decision of the Nampa Planning & Zoning Commission on the above matter heard before them on January 12, 2016. This letter will stand as the Findings of Fact, Conclusions of Law and Decision required by Idaho Code Section 67-6535. The Planning & Zoning Commission found the following concerning your annexation and zoning request:

1. The requested annexation is part of a 15-parcel approximately 9.6 acre enclaved area along the east side of Sunny Ridge Rd.
2. The area can reasonably be assumed to be available for the orderly development of the city with the city limits having grown into the area and the adjacent lands have been annexed and developed.
3. The proposed zoning conforms with the city's comprehensive plan future land use map for medium density residential land use and is reasonably compatible with existing and land uses in the area.
4. The property owner is requesting annexation and zoning following connection to the City Municipal Sewer System.

As the property has been previously connected to City sewer with all fees paid, and the appropriate permits and inspections performed the Planning & Zoning Commission voted to recommend approval to the City Council with no conditions of approval.

Further consideration, public hearing and final action on the matter have been scheduled before the City Council on February 16, 2016. You and/or Charlie Collier should be present at this hearing to address any questions the City Council may have. Should you have any questions, please feel free to contact me at 468-5446.

Sincerely,



Norman L. Holm, Planning Director  
CITY OF NAMPA

Cc: Charlie Collier



**Planning & Zoning Department**  
**Before the Mayor & City Council**  
**February 16, 2016**

**Staff Report – Public Hearing #3**

**To:** Planning & Zoning Commission

**Applicant:** Lanco, Inc. for Mission Aviation Fellowship (MAF)

**File No:** ANN 2073-15

**Prepared By:** Norman L. Holm

**Date:** December 31, 2015

**Requested Actions:** Annexation & Zoning to IL (Light Industrial)

**Purpose:** For expansion of the MAF campus.

---

**GENERAL INFORMATION**

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**Planning & Zoning Commission Recommendation:** Approval subject to recommended conditions.

**Planning & Planning History:** The property has previously been used for rural residential and agricultural uses in the past.

**Status of Applicant:** Owner

**Annexation Location:** 4305 Airport Rd, 0 Airport Rd and 4321 Airport Rd

**Total Size:** Approximately 5.003 acres

**Existing Zoning:** R-R (County Rural Residential)

**Proposed Zoning:** IL (Light Industrial)

**Comprehensive Plan Designation:** Light Industrial

**Applicable Regulations:** In order for a property to be annexed it must be contiguous with the city limits or be enclaved by other properties so annexed. As a group these properties are enclaved and adjoin the city limits on the north, south, east, and west.

**Existing Uses:** Rural residential dwellings and outbuildings with vacant available land for development.

**Applicant Reason for Annexation and Zoning:** For expansion of the MAF campus.

---

## **SPECIAL INFORMATION**

---

**Public Utilities:**

12" water main in Airport Rd and N Pilatus Lane

10" sewer main in Airport Rd, 8" main at the south end of the property at Pilatus Lane

3" irrigation main on the north side of Airport Rd

**Public Services:** Police and fire already service city incorporated areas surrounding the location.

**Physical Site Characteristics:** Existing vacant and under developed property.

**Transportation:** Access to the property is from both N Pilatus Lane and Airport Rd.

**Correspondence:** No correspondence has been received from any area property owners, residents or business owners regarding opposition to or support for the requested annexation and zoning.

---

## **STAFF FINDINGS AND DISCUSSION**

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From a land use standpoint the location is shown on the comprehensive plan "future land use map" as being compatible with the zoning that has been requested. If the Planning & Zoning Commission votes to recommend approval of the annexation and zoning to the City Council the following findings are suggested:

- 1) The requested annexation area is enclaved and adjoins the city limits on the north, south, east, and west.
- 2) The area can reasonably be assumed to be available for the orderly development of the city with the city limits having grown into the area and the adjacent lands have been annexed, zoned, and/or developed for industrial purposes.
- 3) The proposed zoning conforms with the city's comprehensive plan future land use map for Light Industrial land use and is reasonably compatible with existing and proposed land uses in the area.
- 4) The applicant desires annexation for expansion of the MAF campus.

---

## **RECOMMENDED CONDITIONS OF APPROVAL**

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If the City Council accepts the Planning & Zoning Commission recommendation for approval the following City Engineering approval conditions are also recommended:

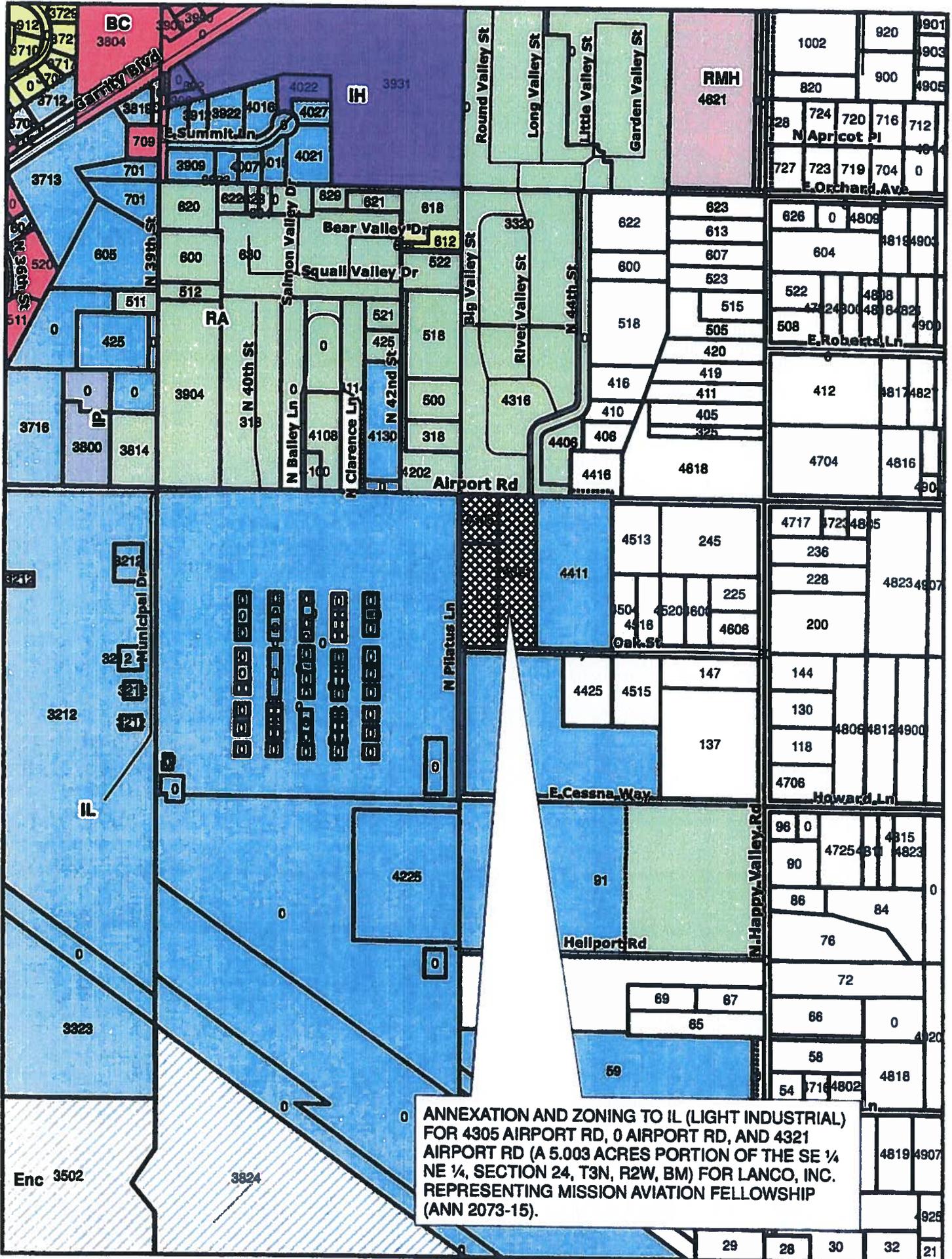
- 1) Right of way dedication for Airport Road shall be 50-feet as half of a future 100-foot right-of-way as Airport Road's functional classification is an arterial.
- 2) At time of development of the site, the developer shall extend all public utilities to and through the site in accord with current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

---

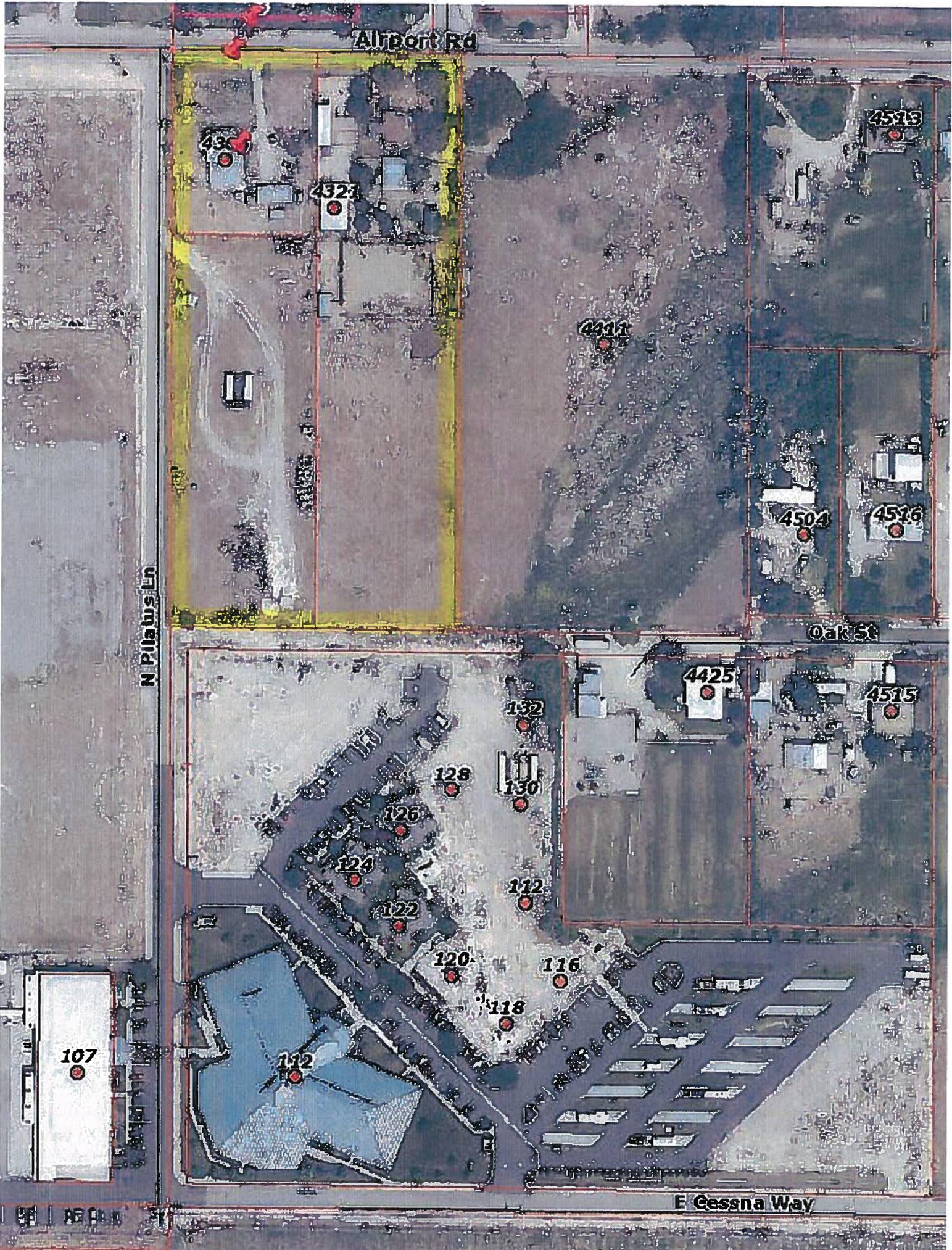
## **ATTACHMENTS**

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Vicinity map with zoning  
Aerial map  
Record of survey  
Application  
P&Z hearing minutes  
Agency and other correspondence



ANNEXATION AND ZONING TO IL (LIGHT INDUSTRIAL) FOR 4305 AIRPORT RD, 0 AIRPORT RD, AND 4321 AIRPORT RD (A 5.003 ACRES PORTION OF THE SE ¼ NE ¼, SECTION 24, T3N, R2W, BM) FOR LANCO, INC. REPRESENTING MISSION AVIATION FELLOWSHIP (ANN 2073-15).



Airport Rd

N Pillars Ln

Oak St

E Cessna Way

4518

436

4321

4411

4504

4516

107

112

120

118

116

112

124

126

128

130

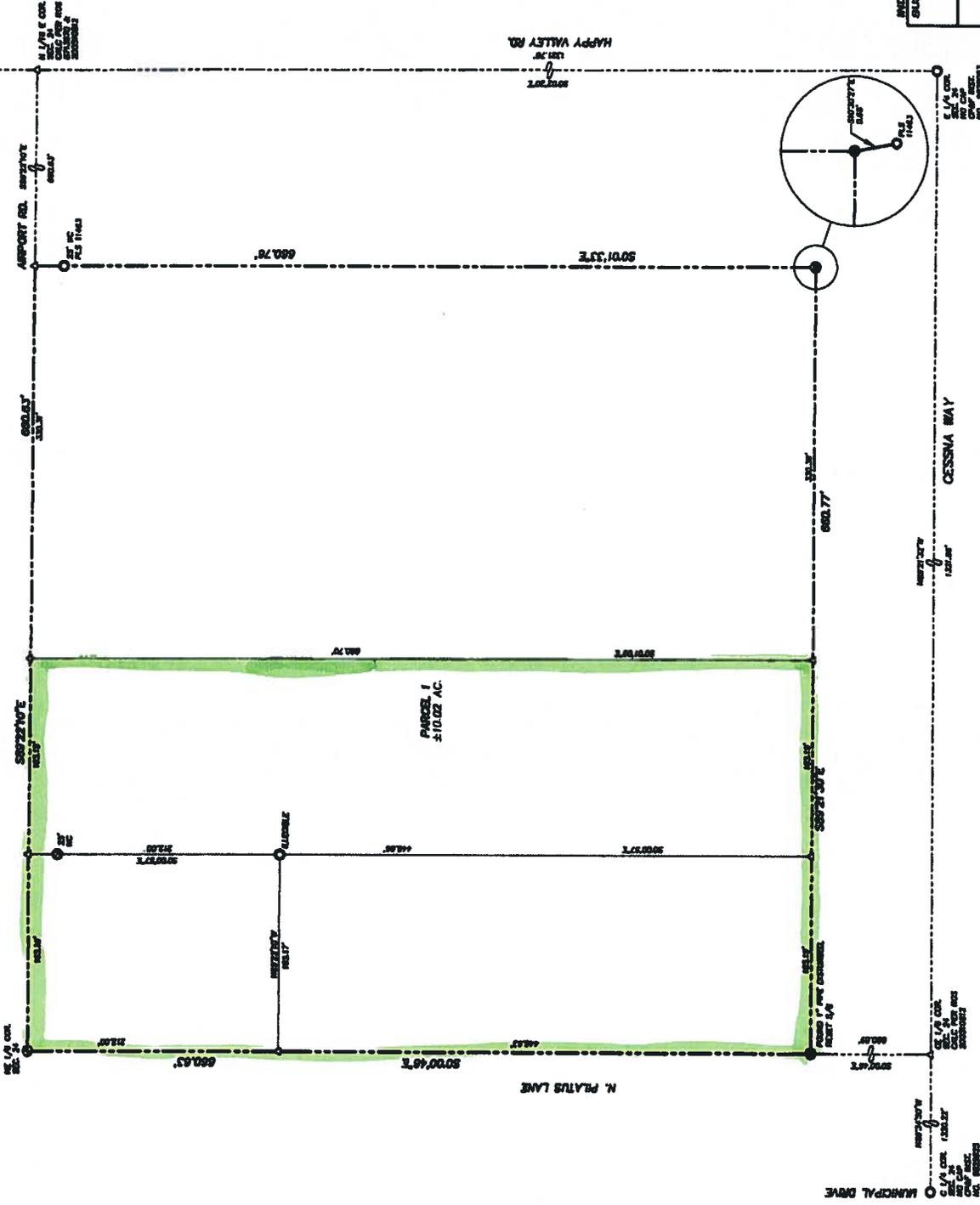
132

4425

4515

# RECORD OF SURVEY

A PART OF THE SE 1/4 NE 1/4, SECTION 24, T. 3 N., R. 2 W., B.M.,  
 NAPA, CANYON COUNTY, IDAHO  
 2015



## LEGEND

- ▲ Calculated point
- Found brass cap monument
- Set 5/8" inch dia. x 30" inch from pit w/ plastic cap PLS 9369
- Found 5/8" inch dia. from pit
- Found 1/2" inch dia. from pipe
- ≡ Witness Corner
- Dead line
- - - - - Partition line
- Section line



INDEX NO. 284-94-1-3-0-00  
 SURVEY FOR:

## Mission Aviation Fellowship

Professional Engineer, Land & Planning	APR NO. NVT016
Mason & Stanfield, Inc.	ISS NO. NVT016R08
1818 S. BROADWAY IDAHO FALLS, IDAHO 83401-4100 PHONE: (208) 746-4100	SCALE: 1"=80'
DATE: 12/15/15	BY: JN

This drawing does not necessarily show all of the physical features of the property. Mason & Stanfield, Inc. cannot be held liable for any errors or omissions in this drawing. Any and all easements, restrictions, permits, vehicle access permits or septic permits.

The recording of this Record of Survey does not enable the owners of the Parcels to convey ownership based solely on this map. A written conveyance must accompany such change in ownership. This Record of Survey does not serve as a legal description for the property shown on this map.



APPLICATION FOR ANNEXATION/ZONING

City of Nampa, Idaho

V12/16 PE  
Norm

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by a nonrefundable fee of \$452.00 (for 1 acre or less), and \$910.00 (for more than 1 acre).

Applicant Information

Name of Applicant/Representative: Lanco, Inc. for MAF Phone: 465-1600

Address: 3400 S. Montego Way City: Nampa State: ID Zip Code: 83686

Applicant's interest in property: (circle one) Own Rent Other \_\_\_\_\_

Owner Name: Mission Aviation Fellowship (MAF) Phone: 498-0800

Address: Pilatus City: Nampa State: ID Zip Code: 83687

Address of subject property: \_\_\_\_\_

Is a copy of one of the following attached? (circle one) Warranty Deed Proof Of Option Earnest Money Agreement.

Subject Property Information

(Please provide one form of the following REQUIRED DOCUMENTATION to complete the legal annexation):

Original Legal description of property AND a legible WORD formatted document. (Must have for final recording)  
Old or illegible title documents will need to be retyped in a WORD formatted document

Subdivision \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_

Project Description

State the zoning desired for the subject property: IL

State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for the use of the subject property:

Expansion of campus. Master plan and CUP by separate application

Dated this 8th day of December, 2015

[Signature]  
Applicant Signature

NOTICE TO APPLICANT

This application will be referred to the Nampa Planning Commission for a recommendation on the requested zoning. The Planning Commission shall hold a public hearing and will then make its recommendation to the City Council. The City Council will then hold a second public hearing. Notice of the public hearings must be published in the Idaho Press-Tribune 15 days prior to said hearings. Notice shall also be posted on the premises of the subject property not less than 1 week prior to the hearings. Notices will also be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.

For Office Use Only:

File Number: ANN 2073 - 2015 Project Name: \_\_\_\_\_

**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

# Memorandum

**To:** Planning and Zoning

**Cc:** Daniel Badger, P.E., Staff Engineer

**Cc:** Michael Fuss, P.E., Nampa City Public Works Director

**From:** Jim Brooks – Engineering Division

**Date:** December 23, 2015

**Rev:**

**Re:** Annexation and Zoning – for Lanco, Inc. representing MAF (Mission Aviation Fellowship)

**ANN2073-15 for the January 12, 2016 Planning & Zoning Meeting**

---

Current fire flow at this location is better than 2,000 GPM.

The Engineering Division has no concerns with granting the request with the following conditions:

- Right of way dedication for Airport Road shall be 50-feet as half of a future 100-foot right-of-way as Airport Road's functional classification is an arterial.
- 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

## Christopher Daly

---

**From:** Marlen Salinas  
**Sent:** Friday, December 18, 2015 1:13 PM  
**To:** Christopher Daly  
**Subject:** RE: ANN2073-15 Application of Annexation for Lanco.

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Comment from Kent Lovelace: no violations seen at this time

---

**From:** Jonathan O'Brien  
**Sent:** Tuesday, December 15, 2015 4:49 PM  
**To:** Marlen Salinas  
**Subject:** FW: ANN2073-15 Application of Annexation for Lanco.

---

**From:** Christopher Daly  
**Sent:** Monday, December 14, 2015 9:31 AM  
**To:** Amanda Morse; Beth Ineck; Brent Hoskins; Carl Miller; Cheryl Jenkins; Craig Tarter; Daniel Badger; Don Barr; Jeff Barnes; Jennifer Yost; Jim Brooks; Jonathan O'Brien; Kent Lovelace; Martin Bautista; Michael Fuss; Neil Jones; Patrick Sullivan; Robin Collins; Tom laws; Vickie Holbrook  
**Subject:** ANN2073-15 Application of Annexation for Lanco.

**Attached, please find for your review, the Annexation for Lanco Inc. the three properties located on the corner of Airport Rd. and N. Pilatus Ln. Applying for the IL (Light Industrial) zoning district at this location, submitted by David Bills/Lanco INC. Representing the Mission Aviation Fellowship**

**The hearing is scheduled for the City Council meeting of January 12, 2015 as a public hearing item  
Please review and forward any comments prior to January 1st.**

**Thank you.**

Christopher Daly  
Planner I  
Nampa Planning and Zoning  
1(208)468-5406  
[dalyc@cityofnampa.us](mailto:dalyc@cityofnampa.us)

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## Christopher Daly

---

**From:** Neil Jones  
**Sent:** Friday, December 18, 2015 7:12 AM  
**To:** Christopher Daly  
**Subject:** RE: ANN2073-15 Application of Annexation for Lanco.

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Building Department has no conditions on this annexation.  
Neil Jones

**From:** Christopher Daly  
**Sent:** Monday, December 14, 2015 9:31 AM  
**To:** Amanda Morse <[morsea@cityofnampa.us](mailto:morsea@cityofnampa.us)>; Beth Ineck <[ineckb@cityofnampa.us](mailto:ineckb@cityofnampa.us)>; Brent Hoskins <[hoskinsb@cityofnampa.us](mailto:hoskinsb@cityofnampa.us)>; Carl Miller <[CMiller@compassidaho.org](mailto:CMiller@compassidaho.org)>; Cheryl Jenkins <[jenkinsc@cityofnampa.us](mailto:jenkinsc@cityofnampa.us)>; Craig Tarter <[tarterc@cityofnampa.us](mailto:tarterc@cityofnampa.us)>; Daniel Badger <[BadgerD@cityofnampa.us](mailto:BadgerD@cityofnampa.us)>; Don Barr <[barrd@cityofnampa.us](mailto:barrd@cityofnampa.us)>; Jeff Barnes <[barnesj@cityofnampa.us](mailto:barnesj@cityofnampa.us)>; Jennifer Yost <[yosti@cityofnampa.us](mailto:yosti@cityofnampa.us)>; Jim Brooks <[brooks@cityofnampa.us](mailto:brooks@cityofnampa.us)>; Jonathan O'Brien <[obrienj@cityofnampa.us](mailto:obrienj@cityofnampa.us)>; Kent Lovelace <[lovelacek@cityofnampa.us](mailto:lovelacek@cityofnampa.us)>; Martin Bautista <[bautistam@cityofnampa.us](mailto:bautistam@cityofnampa.us)>; Michael Fuss <[fussm@cityofnampa.us](mailto:fussm@cityofnampa.us)>; Neil Jones <[jonesn@cityofnampa.us](mailto:jonesn@cityofnampa.us)>; Patrick Sullivan <[sullivanw@cityofnampa.us](mailto:sullivanw@cityofnampa.us)>; Robin Collins <[collinsrr@cityofnampa.us](mailto:collinsrr@cityofnampa.us)>; Tom laws <[tlaws@compassidaho.org](mailto:tlaws@compassidaho.org)>; Vickie Holbrook <[holbrookv@cityofnampa.us](mailto:holbrookv@cityofnampa.us)>  
**Subject:** ANN2073-15 Application of Annexation for Lanco.

**Attached, please find for your review, the Annexation for Lanco Inc. the three properties located on the corner of Airport Rd. and N. Pilatus Ln. Applying for the IL (Light Industrial) zoning district at this location, submitted by David Bills/Lanco INC. Representing the Mission Aviation Fellowship**

**The hearing is scheduled for the City Council meeting of January 12, 2015 as a public hearing item Please review and forward any comments prior to January 1st.**

**Thank you.**

Christopher Daly  
Planner I  
Nampa Planning and Zoning  
1(208)468-5406  
[dalyc@cityofnampa.us](mailto:dalyc@cityofnampa.us)

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## Norm Holm

---

**From:** Eddy Thiel <eddy@nampahighway1.com>  
**Sent:** Monday, January 04, 2016 1:38 PM  
**To:** Norm Holm  
**Subject:** ANN 2073-15

Good Afternoon Norman,

The Nampa Highway District #1 has no objection to the Annexation and Zoning to IL for 4305 Airport RD, 0 Airport Rd, and 4321 Airport Rd for Lanco, Inc. representing Mission Aviation Fellowship as the parcel takes access from Airport Rd within the City of Nampa's ROW and is not within the Highway District's Jurisdiction.

If you have any questions or comments feel free to contact us.

Thank you,

Eddy

---

Eddy Thiel  
ROW  
[eddy@nampahighway1.com](mailto:eddy@nampahighway1.com)  
4507 Highway 45. • Nampa, id 83686  
TEL 208.467.6576 • FAX 208.467.9916

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## Norm Holm

---

**From:** Eddy Thiel <eddy@nampahighway1.com>  
**Sent:** Thursday, February 04, 2016 8:39 AM  
**To:** Norm Holm  
**Subject:** ANN 2073-15

Good Morning Norman,

The Nampa Highway District #1 has no objection to the Annexation and Zoning to IL for 4305 Airport Rd. for Lanco inc. representing Mission Aviation Fellowship as it is not within our jurisdiction.

If you have any questions or comments feel free to contact us.

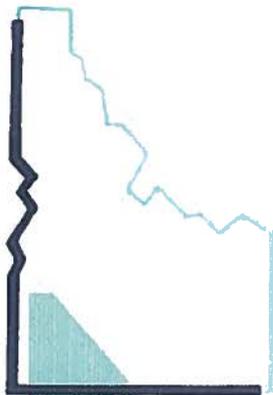
Thank you,

Eddy

---

Eddy Thiel  
ROW  
[eddy@nampahighway1.com](mailto:eddy@nampahighway1.com)  
4507 Highway 45. • Nampa, id 83686  
TEL 208.467.6576 • FAX 208.467.9916

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ORGANIZED 1904

# Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH

NAMPA, IDAHO 83651-4395

FAX # 208-463-0092

January 14, 2016

Phones: Area Code 208

Norman L. Holm  
City of Nampa  
411 3rd St.  
Nampa, ID 83651

OFFICE: Nampa 466-7861  
SHOP: Nampa 466-0663

**RE: ANN2073-15/ 0, 4305 & 4321 Airport Road**

Dear Norm:

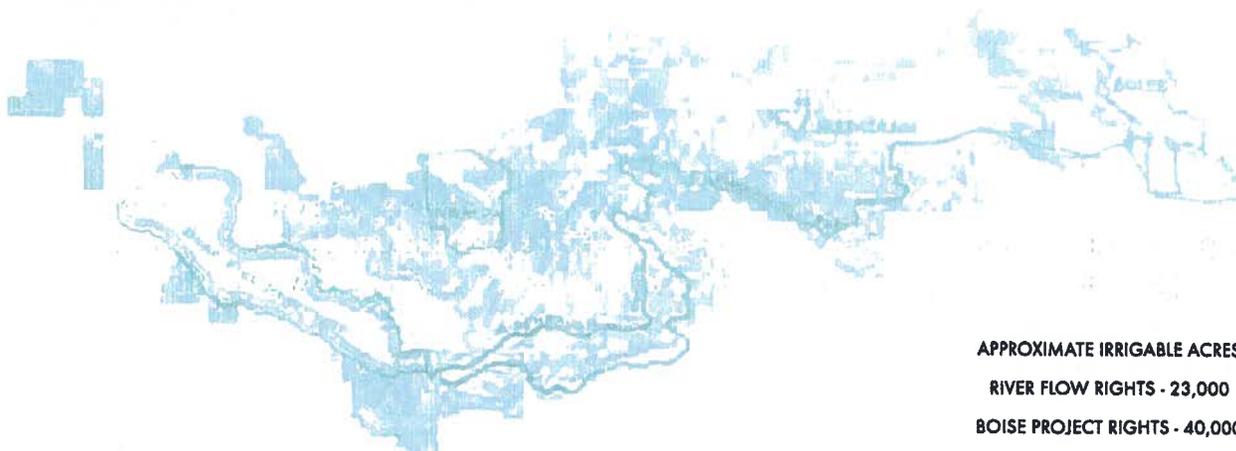
Nampa & Meridian Irrigation District (NMID) has no comment on the above referenced application.

All laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site, Nampa & Meridian Irrigation District (NMID) must review drainage plans.

Sincerely,

Greg G. Curtis  
Water Superintendent  
Nampa & Meridian Irrigation District  
GGC/gnf

PC: Office/File



APPROXIMATE IRRIGABLE ACRES

RIVER FLOW RIGHTS - 23,000

BOISE PROJECT RIGHTS - 40,000

# Planning & Zoning Department

*Nampa, Idaho... Today's Vision is Tomorrow's Reality*

January 13, 2016

David Bills  
Lanco, Inc.  
3400 S Montego Way  
Nampa, ID 83686

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

Dear Mr. Bills:

The following is the decision of the Nampa Planning & Zoning Commission on the above matter heard before them on January 12, 2016. This letter will stand as the Findings of Fact, Conclusions of Law and Decision required by Idaho Code Section 67-6535. The Planning & Zoning Commission found the following concerning your annexation and zoning request:

- 1) The requested annexation area is enclaved and adjoins the city limits on the north, south, east, and west.
- 2) The area can reasonably be assumed to be available for the orderly development of the city with the city limits having grown into the area and the adjacent lands have been annexed, zoned, and/or developed for industrial purposes.
- 3) The proposed zoning conforms with the city's comprehensive plan future land use map for Light Industrial land use and is reasonably compatible with existing and proposed land uses in the area.
- 4) The applicant desires annexation for expansion of the MAF campus.

Consequently the Planning & Zoning Commission voted to recommend approval to the City Council the annexation and zoning to IL at 4305 Airport Rd, 0 Airport Rd and 4321 Airport Rd subject to the following Engineering recommended conditions:

- 1) Right of way dedication for Airport Road shall be 50-feet as half of a future 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.
  - o Sewer
  - o Water
  - o Pressure Irrigation
  - o Curb, gutter, and sidewalk
  - o Landscaping as required
  - o Storm drainage-both on and off-site
  - o Gravity Irrigation-Either continued delivery to, or wastewater from adjacent properties
  - o Pavement widening and striping as required

Further consideration, public hearing and final action on the matter have been scheduled before the City Council on February 16, 2016. You should be present at this hearing to address any questions the City Council may have. Should you have any questions, please feel free to contact me at 468-5446.

Sincerely,



Norman L. Holm, Planning Director  
CITY OF NAMPA

Cc: Mission Aviation Fellowship

**PUBLIC HEARING**  
**VOLUNTARY LOCAL IMPROVEMENT DISTRICT (LID) 159**  
**For Utility Extensions and Connections**

- This LID was voluntary and implemented upon homeowner's request to provide a mechanism to assist individuals pay their pressurized irrigation, domestic water, and or sewer hookup fees through a property assessment with a long-term payment plan and relatively low interest rates.
- Council adopted Resolution No. 28-2014 declaring their intention to create an LID on August 4, 2014.
- A public hearing concerning creation was held and, with no protest, Ordinance 4140 was passed, under suspension of rules September 2, 2014.
- Throughout the course of Fall 2014 and all of 2015 as property owners requested connection to city services they were given the opportunity to pay in advance or pay the hook-up(s) via the LID.
- The Water Division made utility connections for pressure irrigation and domestic water for homeowners requesting services.
- Homeowners who requested hookup to sewer services hired licensed plumbers to connect to City sewer.
- The Final Report and Summary was presented and approved at the January 4, 2016 Council meeting. At this same time Council authorized a public hearing for February 16, 2016.
- Notice of Public Hearing, a letter of explanation and the draft assessment roll were mailed to individual property owners on January 5, 2016 notifying them of the assessment to their property and public hearing to be held on February 16, 2016
- Notice of the Public Hearing was published in the Idaho Press Tribune January 11, 12 and 13, 2016
- During the course of corresponding with property owners one error was identified and the assessment roll presented today is revised to not include 512 8<sup>th</sup> St. No.
- All assessments were for voluntary, standard utility extensions and connection fees in the total revised amount of \$32,897.99 (see Exhibit A).
- Staff recommends Council confirm the assessment roll

**REQUEST:** Confirm assessment and authorize Mayor to sign Ordinance Confirming Assessment Roll (Exhibit B)

Collections	WWTP	Birch Latecomers	SEWER	Source	Meter Hookup	Service Line	Mainline Const.	Dist. Line Hookup	WATER	Source	Service Riser	Mainline Const.	IRRIGATION	TOTAL	Mailing Address	City, State, Zip	Legal Desc
\$ 2,472.00	\$ 4,236.00		\$ 6,708.00											\$ 6,708.00	2703 Wintcrest St.	Caldwell ID 83607	08-3N-2W SW SUNDANCE COMM PARK
			\$ -	\$ 438.00	\$ 350.00	\$ 1,181.00	\$ 960.84		\$ 2,929.84					\$ 2,929.84	2661 2nd St. So.	Nampa ID 83686	26-3N-2W SE PARK PLACE TX 8-B OF BL
			\$ -	\$ 438.00	\$ 350.00	\$ 1,181.00	\$ 2,939.04	\$ 314.00	\$ 5,222.04					\$ 5,222.04	3302 Caldwell Blvd.	Nampa ID 83651	07-3N-2W NE BENSONHURST SUB PT 1
\$ 1,236.00	\$ 1,652.00	\$ 636.00	\$ 3,524.00	\$ 438.00	\$ 350.00	\$ 1,181.00	\$ 1,059.75		\$ 3,028.75	\$ 329.00	\$ 145.00	\$ 617.25	\$ 1,091.25	\$ 7,644.00	7734 Birch Ln.	Nampa ID 83687	11-3N-2W NW CORTLAND PLACE TX 1
			\$ -						\$ -	\$ 673.00	\$ 197.00	\$ 1,851.75	\$ 2,721.75	\$ 2,721.75	403 E. Greenhurst Rd.	Nampa ID 83686	03-2N-2W NW TAX 34 IN NW NW
			\$ -		\$ 350.00	\$ 1,181.00			\$ 1,531.00					\$ 1,531.00	403 13th Ave. No.	Nampa ID 83687	22-3N-2W SE GRIFFITH KINGS SE 1/2 OF
\$ 1,236.00	\$ 1,652.00		\$ 2,888.00						\$ -	\$ 329.00	\$ 145.00	\$ 1,086.36	\$ -	\$ 2,888.00	2712 Klamath Ln.	Nampa ID 83686	02-2N-2W NE LONESOME DRIVE LT 2 BI
			\$ -						\$ -	\$ 329.00	\$ 145.00	\$ 1,560.36	\$ 1,560.36	\$ 1,560.36	912 3rd Ave. No.	Nampa ID 83687	15-3N-2W SE KINGS HEIGHTS ADD L15
			\$ -						\$ -	\$ 673.00	\$ 197.00	\$ 823.00	\$ 1,693.00	\$ 1,693.00	910 W. Orchard	Nampa ID 83651	16-3N-2W SW HOME SUB TX 15-C OF BI
\$ 4,944.00	\$ 7,540.00		\$ 13,120.00	\$ 1,314.00	\$ 1,400.00	\$ 4,724.00	\$ 4,959.63		\$ 12,711.63				\$ 7,066.36	\$ 32,897.99			